

Board of Public Works and Safety Meeting
Agenda
Wednesday, December 7, 2022 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

1. MINUTES

- a. **Minutes from the November 16, 2022, Regular Meeting**

2. BID/QUOTE OPENINGS AND AWARDS

- a. **Bid Opening for 21-05 City Center Dr & Veterans Way Roundabout;** Jeremy Kashman, City Engineer
- b. **Bid Opening for Clay Township Center Addition;** Jeremy Kashman, City Engineer
- c. **Bid Opening for Utilities - Roof Replacement;** John Duffy, Director of the Department of Utilities
- d. **Quote Award for Carmel Street Department Project 22-STR-09 – Gray Road Site Prep;** Lee Higginbotham, Street Commissioner

3. PERFORMANCE BOND RELEASE / REDUCTION APPROVAL REQUESTS

- a. **Resolution BPW 12-07-22-03; Yellow Dog Veterinary; Right of Way; Erosion Control;** Smith Projects

4. CONTRACTS

- a. **Request for Agreement between the City and Vendor; Axon Enterprise, Inc.;** (\$829,999.89); **Body Cameras; Intent to Piggyback off Cooperative Procurement Sourcewell Contract #010720-AXN;** Chief James Barlow, Carmel Police Department
- b. **Request for Purchase of Goods and Services; Frederick's Inc.;** (\$1,951.75); **Carmel Data Center - Installing / Powering / Grounding Additional Equipment; CO #3;** Jeremy Kashman, City Engineer
- c. **Request for Purchase of Goods and Services; Info-Tech Research Group, Inc.;** (\$20,675.06); **IT Research and Advisory Services; Service Agreement 12/15/22 - 12/15/23;** Timothy Renick, Director of Information and Communication Systems
- d. **Request for Purchase of Goods and Services; Jim Houser d/b/a Sub-Zero Ice Sculptures;** (\$1,600.00); **Performance Agreement - Ice Carving - 2023 Festival of Ice at Carter Green;** Nancy Heck, Director of the Department of Community Relations
- e. **Request for Purchase of Goods and Services; Matthew W Stoddart;** (\$1,600.00); **Performance Agreement - Ice Carving - 2023 Festival of Ice at Carter Green;** Nancy Heck, Director of the Department of Community Relations

- f. **Request for Purchase of Goods and Services; Michael D Stoddart; (\$500.00); Performance Agreement - Ice Carving - 2023 Festival of Ice at Carter Green; Nancy Heck, Director of the Department of Community Relations**
- g. **Resolution BPW 12-07-22-01; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; The Center for the Performing Arts; (\$3,245.00); Facility Rental and Professional Services for Events; Nancy Heck, Director of the Department of Community Relations**
- h. **Resolution BPW 12-07-22-02; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; CC&T Construction, Inc.; (\$143,600.00); Concrete Panels; Additional Services Amendment; Lee Higginbotham, Street Commissioner**
- i. **Resolution BPW 12-07-22-04; A Resolution of the City of Carmel Board of Public Works and Safety Acknowledging Agreement Between City and Vendor; Volkert, Inc.; (\$6,000.00); 20-ENG-11 - 3 Parcels - Appraisal Services; Additional Services Amendment; Jeremy Kashman, City Engineer**
- j. **Request for Purchase of Goods and Services; Shannon Gerasimchik; (\$1,600.00); Performance Agreement - Ice Carving - 2023 Festival of Ice at Carter Green; Nancy Heck, Director of the Department of Community Relations**
- k. **Request for Purchase of Goods and Services; The Hoosier Company, Inc; (\$21,036.04); Vorteq TMA w/15 Light Pulsar AB 6 Intermittent Strobes; Lee Higginbotham, Street Commissioner**
- l. **Request for Purchase of Goods and Services; Titus Arensberg; (\$1,600.00); Performance Agreement - Ice Carving - 2023 Festival of Ice at Carter Green; Nancy Heck, Director of the Department of Community Relations**

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Acknowledge Mayor's Approval of a Temporary Parking Spot; 3rd Ave SW; Christkindlmarkt - Character Parking; Fridays and Saturdays; December 3 - 24, 2022; Lindsay Zehren, Christkindlmarkt**
- b. **Request to Use Caucus Room; Traditions on the Monon - Annual Homeowners Meeting; December 13, 2022; 6:00 PM – 8:30 PM; Dana Stout**

6. OTHER

- a. **Resolution BPW 12-07-22-05; A Resolution of the City of Carmel Board of Public Works and Safety Setting the Meeting for the Elections of Two (2) Elected Carmel Police Merit Board Commissioners; Chief James Barlow, Carmel Police Department**
- b. **Request for Agreement between the City of Carmel and Carmel Professional Fire Fighters International Association of Fire Fighters Local 4444; January 1, 2023 - December 31, 2024; Chief David Haboush, Carmel Fire Department**
- c. **Request for Agreement between the City of Carmel and Fraternal Order of Police Lodge #185; January 1, 2023 - December 31, 2024; Chief James Barlow, Carmel Police Department**
- d. **Request for Consent to Encroach and Variance; 41 N Range Line Road; Lot One Partners, LLC**
- e. **Request for Consent to Encroach and Variance; 1627 Quail Glen Court; Thomas Nguyen, Property Owner**

- f. **Request for Consent to Encroach and Variance; 2647 Highmount Court; Christopher and Susan Sottong, Property Owners**
- g. **Request for Consent to Encroach and Variance; 14035 Inglenook Lane; John and Lydia Wilkinson, Property Owners**
- h. **Request for Drainage Easement; 331 1st Ave NE; NE & NW Quad Alley Drainage Improvements; Sophia Cromwell**
- i. **Request for Grant of Perpetual Storm Water Quality Management Easement; 4620 E 96th Street; Tom Wood Jaguar; Tom Wood**
- j. **Request for Grant of Perpetual Storm Water Quality Management Easement; 10404 Ditch Road; Scott and Julie Moorehead, Property Owners**
- k. **Request for New Curb Cut; 706 Auman Drive West; Property Owner**
- l. **Request for Open Pavement Cut; 10610 Park Avenue; Centerpoint Energy**
- m. **Request for Petition to Vacate a Public Right of Way; Old Meridian and Main Redevelopment Project; JR Farmer Finance SC, LLC; Jeremy Kashman, City Engineer**
- n. **Request for Road Closure; Superior Street between 103rd Street and Illinois; David Orick, EMCOR Services**
- o. **Request for Storm Water Technical Standards Waiver; 12400 Shelborne Road; Ryan Roosen, PE, Weihe Engineers**
- p. **Request for Waiver of BPW Res. No. 04-28-17-01 / Lane Restriction; NW Corner of Main Street and Brookshire Parkway; Utility Pole Replacement; Duke Energy**
- q. **Request for Waiver of BPW Res. No. 04-28-17-01 / Lane Restrictions; 106th between Ditch and Towne Roads; Multiple Utility Pole Replacements; AES, Inc.**
- r. **Request for Waiver of BPW Res. No. 04-28-17-01 / Lane Restrictions; Facility Relocations; Needed due to Conflicts with City's Smoky Row Reconstruction and Duke Burial Projects; Duke Energy**

7. HEARING UNDER INDIANA CODE § 36-7-9

- a. **Order to Repair and Rehabilitate; 729 Mayfair Lane; 17-09-34-00-02-033.000; Mike Hollibaugh, Director of the Department of Community Services**

8. ADJOURNMENT

Board of Public Works and Safety Meeting
Minutes
Wednesday, November 16, 2022 – 10:00 a.m.
Council Chambers City Hall, One Civic Square

MEETING CALLED TO ORDER

Mayor Brainard called the meeting to order at 10:03 AM.

MEMBERS PRESENT

Mayor James Brainard, Board Members Lori Watson and Mary Ann Burke, and Deputy Clerk Holly Harmeyer were present.

MINUTES

Minutes from the November 2, 2022 Regular Meeting.

Board Member Burke moved to approve. Board Member Watson seconded. Request approved 2-0. Mayor Brainard abstained.

BID/QUOTE OPENINGS AND AWARDS

Quote Opening for Carmel Street Department Project 22-STR-09 – Gray Road Site Prep

Lori Watson opened the quotes and Mayor Brainard read them aloud:

<u>Contractor</u>	<u>Quote</u>
<i>Yardberry Landscape Excavating Company</i>	<i>\$138,000.00</i>
<i>Smith Septic & Excavating, LLC</i>	<i>\$144,000.00</i>

Quote Opening for Carmel Street Department Project 22-STR-10 - Street Panels

Lori Watson opened the quote and Mayor Brainard read it aloud:

<u>Contractor</u>	<u>Quote</u>
<i>CC&T Construction Co., Inc.</i>	<i>\$143,600.00</i>

Bid Opening for Carmel Utilities - Water System Improvements

Lori Watson opened the bids and Mayor Brainard read them aloud:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt 1 Bid</u>	<u>Alt 2 Bid</u>	<u>Alt 3 Bid</u>
<i>TPI Utility Construction, LLC</i>	<i>\$501,700.00</i>	<i>\$469,525.00</i>	<i>\$662,450.00</i>	<i>\$849,200.00</i>
<i>TSW Utility Solutions, Inc.</i>	<i>\$518,300.00</i>	<i>\$338,000.00</i>	<i>\$726,500.00</i>	<i>\$827,300.00</i>
<i>Lykins Contracting, LLC</i>	<i>\$641,705.00</i>	<i>\$411,249.00</i>	<i>\$859,635.00</i>	<i>\$898,860.00</i>

Quote Award for Carmel Street Department Project 22-STR-10 - Street Panels

Crystal Edmondson, Street Department, recommended awarding the bid to CC&T Construction Co., Inc. as they were only bidder but responsive.

Board Member Burke moved to award the bid to CC&T Construction Co., Inc. in the amount of \$143,600.00.

Board Member Watson seconded. Request approved 3-0.

PERFORMANCE RELEASE/REDUCTION APPROVAL REQUESTS

Resolution BPW 11-16-22-01; Geico Parking Lot; Erosion Control / Post Construction BMP / Right of Way; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 11-16-22-02; Grove at the Legacy Section 5; Common Walk and Ramps; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 11-16-22-03; Shadow Wood; Erosion Control; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Resolution BPW 11-16-22-04; Kinder Care; Site and Erosion Control / Right of Way Permit; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Shamrock Mechanical Company; (\$4,500.00); Carmel Data Center - Install Water Line; CO #1; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; A&S General Construction; (\$800.00); Carmel Data Center - Drywall Patching & Painting; CO #2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Fredericks's, Inc.; (\$9,800.00); Carmel Data Center - Install Temporary 800A Switch Board; CO #4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Rieth-Riley Construction; (-\$21,052.12); 20-ENG-01 - Smoky Row Road Reconstruction Old Meridian Road to Range Line Road; CO #4; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; ECO Parking Technologies; (\$3,648.00); Parking Technologies SaaS Agreement; Addendum to Service Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Equipment Maintenance Solutions, LLC d/b/a Equips; (\$4,300.00); Facilities Software Program and Set-up; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; CAST, INC.; (\$48,000.00); Arts Advisory Consultant; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Kelley Automotive Group, LLC; (\$129,260.00); Vehicles; Additional Services Amendment #2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Kelley Automotive Group, LLC; (\$55,420.00); 2023 Silverado; Additional Services Amendment #2; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

Request for Purchase of Goods and Services; Specialized Land Services, Inc.; (\$6,225.00); 20-ENG-11 - Buying Services - 3 Parcels; Additional Services Amendment; Board Member Burke moved to approve. Board Member Watson seconded. Request approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Request for Addendum Existing Carmel Christkindlmarkt Event Approval; Reserve Parking on the West Side of 3rd Avenue Across from the Market; Tour buses; December 2 – December 3, 2022; and December 10, 2022; Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 3-0.

Request to Place Santa Mailbox Throughout the City; All Things Carmel / Santa House at Indiana Design Center / Midtown Plaza / North Plaza Area Near Hotel Carmichael and Civic Center; November 30 – December 12, 2022; Board Member Burke moved to approve based on all conditions by City departments being met. Board Member Watson seconded. Request approved 3-0.

OTHER

Request for Addendum to Agreement; EAN Services, LLC; Addendum to Corporate Partner Program Rate Agreement; Board Member Burke moved to approve. Board Member Watson seconded. Request for Addendum approved 3-0.

Request for Water Line Easement Agreement; 10585 Hussey Lane - 106th Street Water Main Project; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Lane Closure; Southbound Lane Range Line Road; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Lane and Sidewalk Closure; 720 S Range Line Road; Eastbound City Center Drive and Southbound Range Line Road; Sign Maintenance; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach and Variance; 2665 Rix Court; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Consent to Encroach and Variance; 13970 Sand Cherry Court; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

Request for Replat; RA Franke's Subdivision; Board Member Burke moved to approve based on all conditions by the City engineer being met. Board Member Watson seconded. Request approved 3-0.

ADJOURNMENT

Mayor Brainard adjourned the meeting at 10:16 a.m.

APPROVED:

Sue Wolfgang – City Clerk

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ATTEST:

Mayor James Brainard

Sue Wolfgang – City Clerk

BID DOCUMENTS: 1 BID FORM 96 2 BID ATTACHMENT 3 BID BOND 4 EVIDENCE OF AUTHORITY TO DO BUSINESS IN INDIANA 5 FINANCIAL STATEMENT 6 DRUG TESTING PLAN AND CERTIFICATION 7 CERTIFICATE OF PREQUALIFICATION WITH IDOA OR INDOT 8 ADDENDUM NO.1 ACKNOWLEDGED	TPI Utility Construction, LLC				TSW Utility Solutions, Inc				Lykins Contracting, LLC			
	YES				YES				YES			
	YES				YES				YES			
	YES				YES				YES			
	YES				NO				YES			
	YES				CERT ONLY				YES			
	YES				NO				YES			
	YES				YES				YES			

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANT	ENGINEER'S ESTIMATE		TPI Utility Construction, LLC.		TSW Utility Solutions, Inc		Lykins Contracting, LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
Base Bid - Hoover Road											
1	16" DI Water Main w/Granular Backfill by Open Cut	LFT	20	\$185.00	\$3,700.00	\$200.00	\$4,000.00	\$494.00	\$9,880.00	\$497.00	\$9,940.00
2	16" HDPE Water Main by Horizontal Directional Drill	LFT	2165	\$220.00	\$476,300.00	\$180.00	\$389,700.00	\$158.00	\$342,070.00	\$195.00	\$422,175.00
3	16" Butterfly Valve and Box	EA	1	\$6,500.00	\$6,500.00	\$9,000.00	\$9,000.00	\$9,100.00	\$9,100.00	\$9,000.00	\$9,000.00
4	16" x 16" HDPE Tapping Sleeve and 16" Tapping Valve and Box	EA	1	\$5,300.00	\$5,300.00	\$30,000.00	\$30,000.00	\$38,430.00	\$38,430.00	\$31,000.00	\$31,000.00
5	Connect to Existing Water Main	EA	1	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
6	4-3 Hydrant Assembly	EA	2	\$11,000.00	\$22,000.00	\$10,000.00	\$20,000.00	\$17,500.00	\$35,000.00	\$13,575.00	\$27,150.00
7	Asphalt Pavement Repair	LFT	60	\$110.00	\$6,600.00	\$200.00	\$12,000.00	\$207.00	\$12,420.00	\$193.00	\$11,580.00
8	Maintenance of Traffic	LS	1	\$19,000.00	\$19,000.00	\$2,000.00	\$2,000.00	\$26,200.00	\$26,200.00	\$59,940.00	\$59,940.00
9	Final Clean-up and Restoration	LS	1	\$27,000.00	\$27,000.00	\$10,000.00	\$10,000.00	\$11,800.00	\$11,800.00	\$20,180.00	\$20,180.00
10	Mobilization and Demobilization	LS	1	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00	\$18,400.00	\$18,400.00	\$25,740.00	\$25,740.00
Total of Base Bid - Unit Price Costs					\$660,000.00		\$601,700.00		\$518,300.00		\$641,705.00

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANT	ENGINEER'S ESTIMATE		TPI Utility Construction, LLC.		TSW Utility Solutions, Inc		Lykins Contracting, LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
Alternate Unit Price Bid No. 1 - 106th Street											
1A	16" DI Water Main by Open Cut	LFT	45	\$210.00	\$9,450.00	\$45.00	\$2,025.00 ¹	\$272.00	\$12,240.00	\$347.00	\$15,615.00
2A	16" HDPE Water Main by Horizontal Directional Drill	LFT	1270	\$225.00	\$285,750.00	\$250.00	\$317,500.00	\$188.00	\$238,760.00	\$222.00	\$281,940.00
3A	16" x 16" Tapping Sleeve and 16" Tapping Valve and Box	EA	1	\$15,000.00	\$15,000.00	\$95,000.00	\$95,000.00	\$39,500.00	\$39,500.00	\$31,600.00	\$31,600.00
4A	Connect to Existing Water Main	EA	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$9,800.00	\$9,800.00	\$14,200.00	\$14,200.00
5A	Maintenance of Traffic	LS	1	\$15,100.00	\$15,100.00	\$5,000.00	\$5,000.00	\$17,900.00	\$17,900.00	\$33,644.00	\$33,644.00
6A	Final Clean-up and Restoration	LS	1	\$9,100.00	\$9,100.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$13,700.00	\$13,700.00
7A	Mobilization, Demobilization, Bonds, Insurance	LS	1	\$15,100.00	\$15,100.00	\$20,000.00	\$20,000.00	\$11,300.00	\$11,300.00	\$20,550.00	\$20,550.00
Total of Alternate Unit Price Bid No. 1 - Unit Price Costs					\$410,000.00		\$469,525.00 ²		\$338,000.00		\$411,249.00

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANT	ENGINEER'S ESTIMATE		TPI Utility Construction, LLC.		TSW Utility Solutions, Inc		Lykins Contracting, LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
Alternate Unit Price Bid No. 2 - 96th Street											
1B	12" DI Water Main by Open Cut	LFT	115	\$155.00	\$17,825.00	\$160.00	\$18,400.00	\$210.00	\$24,150.00	\$195.00	\$22,425.00
2B	12" DI Water Main w/Granular Backfill by open cut	LFT	145	\$185.00	\$26,825.00	\$200.00	\$29,000.00	\$233.00	\$33,785.00	\$183.00	\$26,535.00
3B	12" HDPE DR-11 Water Main by Horizontal Directional Drill	LFT	3290	\$200.00	\$658,000.00	\$115.00	\$378,350.00	\$112.50	\$370,125.00	\$151.00	\$496,790.00
4B	12" x 12" HDPE Tapping Sleeve and 12" Tapping Valve and Box	EA	1	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$21,100.00	\$21,100.00	\$11,515.00	\$11,515.00
5B	12" Gate Valve and Box	EA	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$4,325.00	\$4,325.00
6B	4-3 Hydrant Assembly	EA	5	\$11,000.00	\$55,000.00	\$9,000.00	\$45,000.00	\$10,300.00	\$51,500.00	\$10,425.00	\$52,125.00
7B	Connect to Existing Water Main	EA	3	\$5,300.00	\$15,900.00	\$10,000.00	\$30,000.00	\$14,800.00	\$44,400.00	\$9,970.00	\$29,910.00
8B	1" New Service Line, Meter Pit, Reconnect (Short)	EA	5	\$3,500.00	\$17,500.00	\$7,000.00	\$35,000.00	\$5,500.00	\$27,500.00	\$4,100.00	\$20,500.00
9B	1" New Service Line, Meter Pit, Reconnect (Long)	EA	2	\$7,000.00	\$14,000.00	\$10,000.00	\$20,000.00	\$6,300.00	\$12,600.00	\$5,395.00	\$6,790.00
10B	Asphalt Pavement Repair	LFT	40	\$100.00	\$4,400.00	\$100.00	\$4,000.00	\$208.50	\$8,340.00	\$410.00	\$16,400.00
11B	Asphalt Drive/Walkway Repair	LFT	175	\$100.00	\$17,500.00	\$200.00	\$35,000.00	\$91.00	\$15,925.00	\$280.00	\$49,000.00
12B	Concrete Curb and Gutter Repair	LFT	40	\$100.00	\$4,000.00	\$80.00	\$3,200.00	\$108.50	\$4,340.00	\$245.00	\$9,800.00
13B	Curb Ramp Repair	SYD	25	\$300.00	\$7,500.00	\$100.00	\$2,500.00	\$232.00	\$5,800.00	\$400.00	\$10,000.00
14B	Maintenance of Traffic	LS	1	\$29,000.00	\$29,000.00	\$5,000.00	\$5,000.00	\$55,035.00	\$55,035.00	\$49,000.00	\$49,000.00
15B	Final Cleanup and Restoration	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$15,400.00	\$15,400.00	\$24,000.00	\$24,000.00
16B	Mobilization, Demobilization, Bonds and Insurance	LS	1	\$42,000.00	\$42,000.00	\$20,000.00	\$20,000.00	\$30,500.00	\$30,500.00	\$30,520.00	\$30,520.00
Total of Alternate Unit Price Bid No. 2 - Unit Price Costs					\$1,124,000.00		\$662,450.00		\$726,500.00		\$859,635.00

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANT.	ENGINEER'S ESTIMATE UNIT PRICE	COST	TPI UTILITY CONSTRUCTION, LLC. UNIT PRICE	COST	TSW UTILITY SOLUTIONS, INC. UNIT PRICE	COST	LYKINS CONTRACTING, LLC. UNIT PRICE	COST
Alternate Unit Price Bid No. 3 - Towne Road											
1C	8" DI Water Main w/Granular Backfill by Open Cut	LFT	130	\$140.00	\$18,200.00	\$200.00	\$26,000.00	\$178.00	\$23,140.00	\$182.00	\$23,680.00
2C	12" DI Water Main w/Granular Backfill by Open Cut	LFT	80	\$185.00	\$14,800.00	\$200.00	\$16,000.00	\$259.00	\$20,720.00	\$307.00	\$24,560.00
3C	16" DI Water Main w/Granular Backfill by Open Cut	LFT	50	\$200.00	\$10,000.00	\$300.00	\$15,000.00	\$683.50	\$34,175.00	\$400.00	\$20,000.00
4C	8" HDPE DR-11 Water Main by Horizontal Directional Drill	LFT	135	\$300.00	\$40,500.00	\$90.00	\$12,150.00	\$147.00	\$19,845.00	\$146.00	\$19,710.00
5C	16" HDPE DR-11 Water Main by Horizontal Directional Drill	LFT	2545	\$220.00	\$559,900.00	\$200.00	\$509,000.00	\$159.00	\$404,655.00	\$180.00	\$458,100.00
6C	12" x 12" HDPE Tapping Sleeve and 12" Tapping Valve and Box	EA	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$16,900.00	\$16,900.00	\$11,765.00	\$11,765.00
7C	8" Gate Valve and Box	EA	2	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$3,360.00	\$6,720.00	\$2,845.00	\$5,690.00
8C	12" Gate Valve and Box	EA	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$4,380.00	\$4,380.00
9C	16" Butterfly Valve and Box	EA	2	\$6,500.00	\$13,000.00	\$10,000.00	\$20,000.00	\$9,100.00	\$18,200.00	\$7,760.00	\$15,520.00
10C	H-3 Hydrant Assembly	EA	6	\$11,000.00	\$66,000.00	\$10,000.00	\$60,000.00	\$12,600.00	\$75,600.00	\$11,000.00	\$66,000.00
11C	Connect to Existing Water Main	EA	5	\$5,300.00	\$26,500.00	\$10,000.00	\$50,000.00	\$11,900.00	\$59,500.00	\$18,800.00	\$94,000.00
12C	Remove Existing Hydrant	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,685.00	\$1,685.00	\$2,625.00	\$2,625.00
13C	Remove Existing Blow-Off Assembly	EA	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,940.00	\$2,940.00	\$3,305.00	\$3,305.00
14C	Asphalt Drive/Walkway Repair	LFT	225	\$100.00	\$22,500.00	\$250.00	\$56,250.00	\$91.00	\$20,475.00	\$290.00	\$65,250.00
15C	Concrete Curb and Gutter Repair	LFT	10	\$100.00	\$1,000.00	\$180.00	\$1,800.00	\$132.00	\$1,320.00	\$245.00	\$2,450.00
16C	Maintenance of Traffic	LS	1	\$32,000.00	\$32,000.00	\$7,000.00	\$7,000.00	\$66,325.00	\$66,325.00	\$10,000.00	\$10,000.00
17C	Final Cleanup and Restoration	LS	1	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00	\$20,100.00	\$20,100.00	\$39,845.00	\$39,845.00
18C	Mobilization, Demobilization, Bonds and Insurance	LS	1	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$32,000.00	\$32,000.00
Total of Alternate Unit Price Bid No. 3 - Unit Price Costs					\$987,000.00		\$849,200.00		\$827,300.00		\$893,860.00

NOTES:

¹ Math error on Line Item 1A for Alternate 1 by TPI. The amount listed on the bid attachment (\$9,000) is incorrect. The amount listed above (\$2,025) is correct.

² Math error on the Total of Alternate Bid No. 1. The amount listed on the bid attachment (\$476,500) is incorrect. The amount listed above (\$469,525) is correct.

I hereby certify that to my best knowledge and belief, this Bid Tabulation is a correct and accurate tabulation of the Bids received by the City of Carmel Utilities for the Water System Improvements on November 16, 2022.



Andrew D. Gordon
Registered Engineer No. 10809017
State of Indiana



Prepared 11/16/2022 jmw

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

Date: November 29, 2022

Resolution No: BPW-12-07-22-03

From: CITY ENGINEER

Principal: **Smith Projects**

Surety: **Merchants Bonding**

Board Members:

I have conducted final inspection at **Yellow Dog Veterinary Clinic** for the following improvements:


<u>ITEM</u>	<u>SURETY NUMBER</u>	<u>AMOUNT</u>
Right of Way	IN100136	\$12,912.35
Erosion Control	IN100135	\$14,934.25

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>
Right of Way	\$1,291.23
Erosion Control	\$1,493.42

APPROVED:


Jeremy Kashman, City Engineer

Be it resolved by the board of Public Works and Safety, City of Carmel, Indiana on this 7th day of December, 2022, that the performance guarantee for **Yellow Dog Veterinary Clinic** 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

INTENT TO PIGGYBACK OFF COÖPERATIVE PROCUREMENT**Sourcewell Contract #010720-AXN**

APPROVED

By: _____ Date: _____

This agreement ("the Agreement") is hereby made this 7th day of December, 2022, by the City of Carmel, by and through its Board of Public Works and Safety ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 010720-AXN with Sourcewell dated February 23, 2020, (related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories") (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the mutual rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in the Quote attached hereto as Exhibit A, which is incorporated herein by reference.
2. The Initial Term of the contract shall be four years from the last date of execution ("Initial Term"). Upon the completion the Initial Term, the contract will automatically renew for an additional four years ("Renewal Term"). Upon the completion of Renewal Term, the contract shall automatically renew for two years ("Final Term"). Agency may opt out of the Renewal or Final Term, and terminate the contract, with thirty days' written notice prior to the start of either the Renewal Term or Final Term.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in

advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **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"), Axon 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 hereto as Exhibit B, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Axon shall provide the Agency with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Axon 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 Axon or any subcontractor violate the Indiana E-Verify law, the Agency 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.
5. **Iran Certification.** Pursuant to I.C. § 5-22-16.5, Axon shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.
6. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with Sourcewell Contract #010720-AXN, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON ENTERPRISE, INC.

Signature: Robert E Driscoll
DocuSigned by:
600A1E8B13102474

Name: Robert E Driscoll

Title: VP, Assoc. General Counsel

Date: 12/1/2022 | 8:51 AM MST

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: _____

Exhibit A
[Quote Q-435193]



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-435193-44896.712JB

Issued: 12/01/2022

Quote Expiration: 12/01/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 106575

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
3 Civic Sq 3 Civic Sq Carmel, IN 46032-2584 USA	Carmel Police Department - IN 3 Civic Sq Carmel, IN 46032-2584 USA Email

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2828 Email: jbosack@axon.com Fax	Brady Myers Phone: 317-571-2500 Email: bmyers@carmel.in.gov Fax: (317) 571-2512

Quote Summary

Program Length	120 Months
TOTAL COST	\$8,300,000.00
ESTIMATED TOTAL W/ TAX	\$8,300,000.00

Discount Summary

Average Savings Per Year	\$277,565.28
TOTAL SAVINGS	\$2,775,652.82

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$829,999.89	\$0.00	\$829,999.89
Jan 2024	\$829,999.89	\$0.00	\$829,999.89
Jan 2025	\$829,999.89	\$0.00	\$829,999.89
Jan 2026	\$829,999.89	\$0.00	\$829,999.89
Jan 2027	\$829,999.89	\$0.00	\$829,999.89
Jan 2028	\$829,999.89	\$0.00	\$829,999.89
Jan 2029	\$829,999.89	\$0.00	\$829,999.89
Jan 2030	\$829,999.89	\$0.00	\$829,999.89
Jan 2031	\$829,999.89	\$0.00	\$829,999.89
Jan 2032	\$830,000.99	\$0.00	\$830,000.99
Total	\$8,300,000.00	\$0.00	\$8,300,000.00

Quote Unbundled Price:

\$11,075,652.82

Quote List Price:

\$9,294,371.14

Quote Subtotal:

\$8,300,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
10063	TRANSFER CREDIT- SOFTWARE AND SERVICES	1			\$1.00	\$129,567.36	\$129,567.36	\$0.00	\$129,567.36
80475	FLEET 3 RENEWAL WITH TAP TRUE JP	122	12		\$53.21	\$0.00	\$0.00	\$0.00	\$0.00
Flee3ARe	Fleet 3 Advanced Renewal	122	48	\$210.23	\$146.00	\$141.76	\$830,263.68	\$0.00	\$830,263.68
T7AO	2021 T7 Cert Add-On (Shared Handles)	5	60	\$31.24	\$17.50	\$17.50	\$5,250.00	\$0.00	\$5,250.00
T7AO	2021 T7 Cert Add-On (Shared Handles)	5	60	\$31.24	\$17.50	\$17.50	\$5,250.00	\$0.00	\$5,250.00
Flee3ARe	Fleet 3 Advanced Renewal	122	60	\$176.62	\$146.00	\$146.00	\$1,083,360.00	\$0.00	\$1,083,360.00
2022OSP7+Premium10Yr	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	145	120	\$324.20	\$260.66	\$269.45	\$4,514,430.00	\$0.00	\$4,514,430.00
2022Unlim7+Prem10yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	120	\$270.81	\$218.79	\$218.79	\$131,274.00	\$0.00	\$131,274.00
BW/CamMEDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	15	120	\$52.23	\$30.88	\$28.95	\$52,110.00	\$0.00	\$52,110.00
BW/CamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	116	120	\$27.01	\$29.31	\$29.31	\$407,995.20	\$0.00	\$407,995.20
Flee3A10Yr	Fleet 3 Advanced 10 Year	12	100	\$221.13	\$164.83	\$164.93	\$239,669.28	\$0.00	\$239,669.28
BW/CamMEDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	120	\$68.34	\$30.88	\$28.94	\$3,473.19	\$0.00	\$3,473.19
BW/CamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	8	120	\$32.71	\$29.51	\$29.31	\$28,137.60	\$0.00	\$28,137.60
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	120			\$2,495.00	\$0.00	\$0.00	\$0.00	\$0.00
100146	CRADLEPOINT R1900-5GB-GA-5YR NETCLOUD	134			\$2,999.00	\$2,999.00	\$401,866.00	\$0.00	\$401,866.00
71203	FLEET ANT. AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, BL	134			\$349.00	\$349.00	\$46,766.00	\$0.00	\$46,766.00
74200	TASER 7 6-BAY DOCK AND CORE	1			\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
AB3C	AB3 Camera Bundle	262			\$699.00	\$400.19	\$104,849.76	\$0.00	\$104,849.76
AB3MBD	AB3 Multi-Bay Dock Bundle	34			\$1,495.00	\$879.42	\$29,900.28	\$0.00	\$29,900.28
Flex2C	Flex2 Camera Bundle	4			\$732.00	\$732.00	\$2,928.00	\$0.00	\$2,928.00
Flex2MBD	Flex2 Multi-Bay Dock Bundle	1			\$1,556.00	\$1,556.95	\$1,556.95	\$0.00	\$1,556.95
AB3C	AB3 Camera Bundle	6			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi-Bay Dock Bundle	1			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
107112	AXON AIR, E.COM PILOT DATA LIC	10	120		\$36.00	\$36.00	\$36,000.00	\$0.00	\$36,000.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	120		\$99.00	\$99.00	\$47,520.00	\$0.00	\$47,520.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE IPER TOUCH PANEL-P	2	120		\$25.00	\$25.00	\$6,000.00	\$0.00	\$6,000.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER)	2	120		\$29.17	\$29.17	\$7,000.80	\$0.00	\$7,000.80
12023	AXON AIR, CLASS 2 UAS LICENSE	1	120		\$270.00	\$270.00	\$33,480.00	\$0.00	\$33,480.00
73680	RESPOND DEVICE PLUS LICENSE	120	120		\$19.00	\$0.00	\$0.00	\$0.00	\$0.00
87950	FLEET VIEW XL LICENSE	117	12		\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	234	12		\$17.00	\$0.00	\$0.00	\$0.00	\$0.00

12822	AXON AIR, CLASS 1 IAS LICENSE	3	120	\$167.00	\$167.00	\$60,120.00	\$0.00	\$60,120.00
73893	STANDARDS LICENSE, NON-SWORN	25	120	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	5	120	\$15.00	\$15.70	\$9,420.00	\$0.00	\$9,420.00
ProLicense	Pro License Bundle	12	120	\$39.00	\$23.75	\$34,199.64	\$0.00	\$34,199.64
A la Carte Services								
73897	STANDARDS SERVICE, PREMIUM	1		\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
100159	FLEET 3- ALPR - API INTEGRATION SERVICES	1		\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
20379	VR 1-DAY SERVICE	1		\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
85147	CEW STARTER	1		\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
85144	AXON STARTER	1		\$4,125.00	\$4,125.00	\$4,125.00	\$0.00	\$4,125.00
A la Carte Warranties								
80395	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	109	\$6.58	\$6.56	\$717.22	\$0.00	\$717.22
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	120	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11521	CRADLEPOINT, NETCLOUD, RENEWAL 5YR	134		\$900.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$8,360,000.00	\$0.00	\$8,360,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	15	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	10	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE-QUART NS	10	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22181	TASER 7 INERT CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	5	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100126	AXON VR TACTICAL BAG	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100156	HTC FOCUS 3 WRIST TRACKER	4	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20003	TASER 7 HANDLE, YLW, HIGH-VISIBILITY (GREEN LASER), CLASS 3R	145	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH-VISIBILITY (GREEN LASER), CLASS 3R	4	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20013	TASER 7 BATTERY PACK, TACTICAL	174	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20055	HOOK-AND-LOOP TRAINING (HALT) SUIT	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	125	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	20	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20394	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20294	VR-ENABLED GLUECK 19 CONTROLLER	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20373	HTC FOCUS 3 VR HEADSET	5	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	125	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	290	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	155	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	290	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	390	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE-QUART NS	200	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22173	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22181	TASER 7 INERT CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE) NS	50	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22181	TASER 7 VR CARTRIDGE, STANDOFF (1.5-DEGREE)	4	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22181	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (1.5-DEGREE)	4	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20023	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71013	NORTH AMER POWER CORD FOR 48V 6-BAY, 48V 16-BAY 16-BAY DOCK	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71041	BATTERY, SIGNAL SIDEARM, ORIGIN/SINGLE PACK	390	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	74205	TASER 7 6-BAY DOCK AND CORE	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	75015	SIGNAL SIDEARM KIT	114	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80047	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80093	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	100126	AXON VR TACTICAL BAG	1	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	100156	HTC FOCUS 3 WRIST TRACKER	2	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	20294	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	20294	VR-ENABLED GLUECK 19 CONTROLLER	1	12/01/2022
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	20373	HTC FOCUS 3 VR HEADSET	1	12/01/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	12/01/2022
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	3	12/01/2022
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	71044	BATTERY, SIGNAL SIDEARM CRADLE SINGLE PACK	10	12/01/2022
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	75011	SIGNAL SIDEARM KIT	5	12/01/2022
AS3 Camera Bundle	11514	USB-C to USB-A CABLE FOR A83 OR FLEX 2	8	12/01/2022
AS3 Camera Bundle	71202	AXON BODY 3 - NATO - US - BLK - RAPIDLOCK	9	12/01/2022
AS3 Camera Bundle	74922	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	9	12/01/2022
AS3 Multi-Bay Dock Bundle	71917	NORTH AMER POWER CORD FOR A83 8-BAY, AS2 1-BAY 16-BAY DOCK	1	12/01/2022
AS3 Multi-Bay Dock Bundle	74212	AXON BODY 3 - 8 BAY DOCK	1	12/01/2022
Flex 2 Camera Bundle	11509	BEET CLIP, RAPIDLOCK	5	12/01/2022
Flex 2 Camera Bundle	11510	FLEX 2 CAMERA, (ONLINE)	4	12/01/2022
Flex 2 Camera Bundle	11511	FLEX 2 CONTROLLER	4	12/01/2022
Flex 2 Camera Bundle	74982	WEARABLE CABLE ASSEMBLY, (W/IN BLACK) FLEX 2	4	12/01/2022
Flex 2 Multi-Bay Dock Bundle	11527	DOCK, FLEX 2, 4-BAY + CORE	1	12/01/2022
Flex 2 Multi-Bay Dock Bundle	71917	NORTH AMER POWER CORD FOR AS3 8-BAY, AS2 1-BAY 16-BAY DOCK	1	12/01/2022
A to Cane	74209	TASER 7 8-BAY DOCK AND CORE	1	12/01/2022
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	06/01/2023
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (12-DEGREE) NS	10	06/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	290	12/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (12-DEGREE) NS	290	12/01/2023
Rest 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	12	12/01/2023
Rest 3 Advanced 10 Year	72034	FLEET SIM INSERTION, V2M	12	12/01/2023
Rest 3 Advanced 10 Year	72035	FLEET 3 STANDARD 1 CAMERA KIT	12	12/01/2023
A to Cane	100446	CRADLEPOINT R1000 5GB/GW 4YR NETCLOUD	10	12/01/2023
A to Cane	71203	FLEET AIR 1, AIRGAIN, 7-IN-1, 4TBEG, 2W/F, 10N55, 3L	104	12/01/2023
A to Cane	72035	FLEET 3 STANDARD 1 CAMERA KIT	106	12/01/2023
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2024
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (12-DEGREE) NS	10	12/01/2024
2021 T7 Cert Add-On (Shared Handles)	22177	TASER 7 HOOK-AND-LOOP TRIN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2024
2021 T7 Cert Add-On (Shared Handles)	22178	TASER 7 HOOK-AND-LOOP TRIN (HALT) CARTRIDGE, CLOSE-QUARTERS NS	10	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	290	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE-QUARTERS (12-DEGREE) NS	290	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRIN (HALT) CARTRIDGE, STANDOFF NS	290	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRIN (HALT) CARTRIDGE, CLOSE-QUARTERS NS	290	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100210	VIRTUAL REALITY TABLET REFRESH ONE	2	06/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20372	VIRTUAL REALITY HEADSET REFRESH ONE	8	06/01/2025
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	110210	VIRTUAL REALITY TABLET REFRESH ONE	1	06/01/2025
2022 UNLIMITED T+ PREMIUM 1YR BUNDLE	20473	VIRTUAL REALITY HEADSET REFRESH ONE	1	06/01/2025
AS3 Camera Bundle	11514	USB-C to USB-A CABLE FOR A83 OR FLEX 2	89	06/01/2025
AS3 Camera Bundle	71202	AXON BODY 3 - NATO - US - BLK - RAPIDLOCK	282	06/01/2025
AS3 Camera Bundle	71203	AXON BODY 3 - NATO - US - BLK - RAPIDLOCK	8	06/01/2025
AS3 Camera Bundle	74922	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	282	06/01/2025
AS3 Multi-Bay Dock Bundle	71917	NORTH AMER POWER CORD FOR A83 8-BAY, AS2 1-BAY 16-BAY DOCK	34	06/01/2025
AS3 Multi-Bay Dock Bundle	74212	AXON BODY 3 - 8 BAY DOCK	34	06/01/2025
Body Worn Camera Multi-Bay Dock / AP 10 Year Bundle	73089	MIL 1-BAY BWC DOCK 151 REFRESH	1	06/01/2025
Body Worn Camera TAP 10 Year Bundle	73309	AXON CAMERA REFRESH ONE	8	06/01/2025
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2025

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	390	12/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	280	12/01/2025
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	10	12/01/2026
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	390	12/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	280	12/01/2026
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	15	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22177	TASER 7 HOOK AND LOOP TRN (MULTI) CARTRIDGE, STANDOFF NS	10	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 HOOK AND LOOP TRN (MULTI) CARTRIDGE, CLOSE QUART NS	10	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22177	TASER 7 INERT CARTRIDGE, STANDOFF (3.5 DEGREE) NS	5	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	12/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73305	AXON CAMERA REFRESH ONE	140	12/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73307	MULTI-BAY BWC DOCK 1ST REFRESH	18	12/01/2027
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	73306	AXON CAMERA REFRESH ONE	5	12/01/2027
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	73307	MULTI-BAY BWC DOCK 1ST REFRESH	1	06/01/2027
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73305	MULTI-BAY BWC DOCK 2ND REFRESH	1	06/01/2027
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73305	MULTI-BAY BWC DOCK 1ST REFRESH	15	12/01/2027
Body Worn Camera TAP 10 Year Bundle	73307	AXON CAMERA REFRESH ONE	120	12/01/2027
Body Worn Camera TAP 10 Year Bundle	73313	AXON CAMERA REFRESH TWO	8	12/01/2027
Fleet 3 Advanced Renewal	72043	FLEET REFRESH 1.2 CAMERA KIT	12	12/01/2027
Fleet 3 Advanced Renewal	72044	FLEET REFRESH 2 CAMERA KIT	122	12/01/2027
Fleet 3 Advanced Renewal	72043	FLEET REFRESH 3 CAMERA KIT	4	12/01/2027
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	10	12/01/2028
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	18	12/01/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100211	VIRTUAL REALITY TABLET REFRESH TWO	2	12/01/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20203	TASER CERTIFICATION PROGRAM 1 YEAR 613 HARDWARE	145	12/01/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20374	VIRTUAL REALITY HEADSET REFRESH TWO	8	12/01/2028
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	100211	VIRTUAL REALITY TABLET REFRESH TWO	1	12/01/2028
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	20374	VIRTUAL REALITY HEADSET REFRESH TWO	1	12/01/2028
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5 DEGREE) NS	10	12/01/2029
2021 T7 Cert Add-On (Shared Handles)	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	70	12/01/2029
2021 T7 Cert Add-On (Shared Handles)	22177	TASER 7 HOOK AND LOOP TRN (MULTI) CARTRIDGE, STANDOFF NS	10	12/01/2029
2021 T7 Cert Add-On (Shared Handles)	22178	TASER 7 HOOK AND LOOP TRN (MULTI) CARTRIDGE, CLOSE QUART NS	10	12/01/2029
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100212	VIRTUAL REALITY TABLET REFRESH THREE	2	06/01/2029
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20375	VIRTUAL REALITY HEADSET REFRESH THREE	5	06/01/2029
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73313	AXON CAMERA REFRESH TWO	148	06/01/2029
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73305	MULTI-BAY BWC DOCK 2ND REFRESH	18	06/01/2029
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	100212	VIRTUAL REALITY TABLET REFRESH THREE	1	06/01/2029
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	20375	VIRTUAL REALITY HEADSET REFRESH THREE	1	06/01/2029
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	73313	AXON CAMERA REFRESH TWO	5	06/01/2029
2022 UNLIMITED 1+ PREMIUM 10YR BUNDLE	73305	MULTI-BAY BWC DOCK 2ND REFRESH	1	06/01/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	06/01/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73305	MULTI-BAY BWC DOCK 2ND REFRESH	15	06/01/2029
Body Worn Camera TAP 10 Year Bundle	73313	AXON CAMERA REFRESH TWO	120	06/01/2029
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	8	06/01/2029

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE STANDOFF (3.5-DEGREE) NS	10	12/1/2021
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE CLOSE QUARTERS (12-DEGREE) NS	10	12/1/2021
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE STANDOFF (2.5-DEGREE) NS	10	12/1/2021
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE CLOSE QUARTERS (3-DEGREE) NS	10	12/1/2021
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE STANDOFF (3.5-DEGREE) NS	10	12/1/2021
2021 T7 Cert Add-On (Shared Handles)	22173	TASER 7 LIVE CARTRIDGE CLOSE QUARTERS (12-DEGREE) NS	10	12/1/2021
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73345	AXON CAMERA REFRESH THREE	140	12/1/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	18	12/1/2022
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73345	AXON CAMERA REFRESH THREE	5	12/1/2022
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73347	MULTI-BAY BWC DOCK 3RD REFRESH	1	12/1/2022
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	15	12/1/2022
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 4TH REFRESH	1	12/1/2022
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	120	12/1/2022
Body Worn Camera TAP 10 Year Bundle	73346	AXON CAMERA REFRESH FOUR	8	12/1/2022
Fleet 3 Advanced 10 Year	72442	FLEET REFRESH TWO, 2 CAMERA KIT	12	12/1/2022
Fleet 3 Advanced Renewal	72443	FLEET REFRESH 2 CAMERA KIT	120	12/1/2022
Fleet 3 Advanced Renewal	72443	FLEET REFRESH 2 CAMERA KIT	2	12/1/2022

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 T7 Cert Add-On (Shared Handles)	20218	TASER EVIDENCE.COM ACCESS LICENSE	5	11/01/2021	12/1/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100165	UNLIMITED 3RD-PARTY STORAGE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20218	TASER EVIDENCE.COM ACCESS LICENSE	145	11/01/2021	12/1/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20218	TASER EVIDENCE.COM ACCESS LICENSE	2	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20370	FULL VR TASER 7 ADD-ON USER ACCESS	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73476	REDACTION ASSISTANT USER LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73618	CITIZEN FOR COMMUNITIES USER LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73680	RESPOND DEVICE PLUS LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73681	AXON RECORDS FULL	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73682	AUTO TAGGING LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73657	EVIDENCE.COM VIEWER LICENSE	1	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73730	PERFORMANCE LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	145	01/01/2023	12/1/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	85790	Auto-Transcribe Unlimited Service	145	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	100165	UNLIMITED 3RD-PARTY STORAGE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	20370	FULL VR TASER 7 ADD-ON USER ACCESS	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73476	REDACTION ASSISTANT USER LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73680	RESPOND DEVICE PLUS LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73681	AXON RECORDS FULL	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73682	AUTO TAGGING LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73730	PERFORMANCE LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	01/01/2023	12/1/2032
2022 UNLIMITED T+PREMIUM 10YR BUNDLE	85790	Auto-Transcribe Unlimited Service	5	01/01/2023	12/1/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73693	10 GB EVIDENCE.COM 4-8-CART STORAGE	5	01/01/2023	12/31/2032
Basic License Bundle	73690	EVIDENCE.COM BASIC LICENSE	5	01/01/2023	12/31/2032
Pro License Bundle	73693	10 GB EVIDENCE.COM 4-8-CART STORAGE	36	01/01/2023	12/31/2032
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	40	01/01/2023	12/31/2032
A 1a Carte	100112	AXON AIR, E.COM PILOT DATA LOG	10	01/01/2023	12/31/2032
A 1a Carte	12022	AXON AIR, CLASS 1 UAS LICENSE	3	01/01/2023	12/31/2032
A 1a Carte	12023	AXON AIR, CLASS 2 UAS LICENSE	1	01/01/2023	12/31/2032
A 1a Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUGH PANEL P	2	01/01/2023	12/31/2032
A 1a Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	01/01/2023	12/31/2032
A 1a Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	01/01/2023	12/31/2032
A 1a Carte	73680	RESPOND DEVICE PLUS LICENSE	120	01/01/2023	12/31/2032
A 1a Carte	73693	STANDARD LICENSE NON-SWORN	39	01/01/2023	12/31/2032
A 1a Carte	80410	FLEET UNLIMITED STORAGE, CAMERA	234	01/01/2023	12/31/2023
A 1a Carte	87050	FLEET VIEW XL LICENSE	117	01/01/2023	12/31/2023
Fleet 3 Advanced 10 Year	80400	FLEET VEHICLE LICENSE	12	01/01/2024	12/31/2032
Fleet 3 Advanced 10 Year	80401	FLEET 3 ALPR LICENSE 1 CAMERA	12	01/01/2024	12/31/2032
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	12	01/01/2024	12/31/2032
Fleet 3 Advanced 10 Year	80410	FLEET UNLIMITED STORAGE 1 CAMERA	24	01/01/2024	12/31/2032
Fleet 3 Advanced Renewal	80400	FLEET VEHICLE LICENSE	122	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80401	FLEET 3 ALPR LICENSE 1 CAMERA	122	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	122	01/01/2024	12/31/2027
Fleet 3 Advanced Renewal	80410	FLEET UNLIMITED STORAGE, 1 CAMERA	244	01/01/2024	12/31/2027
2021 77 Cert add-on (5 shared handles)	2024A	TASER EVIDENCE.COM ACCESS LICENSE	15	01/01/2023	12/31/2032
Fleet 3 Advanced Renewal	80400	FLEET VEHICLE LICENSE	122	01/01/2028	12/31/2032
Fleet 3 Advanced Renewal	80401	FLEET 3 ALPR LICENSE 1 CAMERA	122	01/01/2028	12/31/2032
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	122	01/01/2028	12/31/2032
Fleet 3 Advanced Renewal	80410	FLEET UNLIMITED STORAGE, 1 CAMERA	244	01/01/2028	12/31/2032

Services

Bundle	Item	Description	QTY
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	11642	THIRD PARTY VIDEO SUPPORT LICENSE	145
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2022 OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	5
Fleet 3 Advanced 10 Year	73693	FLEET 3 NEW INSTALLATION (PER VEHICLE)	12
Fleet 3 Advanced 10 Year	73694	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	12

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	122
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	122
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1
A la Carte	20379	VR 1 DAY SERVICE	1
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	85144	AXON STARTER	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	145	01/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2032
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	5	01/01/2023	12/31/2032
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	116	01/01/2023	12/31/2032
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	8	01/01/2023	12/31/2032
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2023	12/31/2032
A la Carte	11621	CRADLEPOINT NETCLOUD RENEWAL, 5YR	134	01/01/2023	12/31/2032
A la Carte	73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	01/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100167	HTC FOCUS 3 VR HEADSET - WARRANTY	6	12/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80374	EXT WARRANTY, TASER 7 BATTERY PACK	174	12/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	146	12/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	4	12/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	12/31/2032
2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80485	EXT WARRANTY, MULTI-BAY DOCK (TAP)	18	12/01/2023	12/31/2032
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	100167	HTC FOCUS 3 VR HEADSET - WARRANTY	1	12/01/2023	12/31/2032
2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	80485	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	12/01/2023	12/31/2032
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80485	EXT WARRANTY, MULTI-BAY DOCK (TAP)	15	12/01/2023	12/31/2032
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80485	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	12/01/2023	12/31/2032
A la Carte	80398	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2023	12/31/2032
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	12/01/2024	12/31/2032
Fleet 3 Advanced 10 Year	80436	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	12/01/2024	12/31/2032
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	122	12/01/2024	12/31/2032
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	12/01/2024	12/31/2032

Payment Details

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100142	AXON AIR, E COM PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 1	000108	CRABLEPOINT R1000-603-5A+5YR NETCLOUD	134	\$40,188.00	\$0.00	\$40,188.00
Year 1	000109	FLEET 3 - ALPH - API/INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 1	11521	CRABLEPOINT NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 1	12022	AXON AIR, CLASS 1 UAS LICENSE	0	\$0.00	\$0.00	\$0.00
Year 1	02022	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 1	202206P7+Premium (9Yr)	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	145	\$451,442.02	\$0.00	\$451,442.02
Year 1	202206P7+Premium (9Yr)	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 1	20379	VR 1-DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 1	50038	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$600.00	\$0.00	\$600.00
Year 1	50042	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$0.00	\$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 1	71203	FLEET ANT, AIRCAN 7-IN-1 ALTEGO, JAWF, IGNS, BL	134	\$4,676.60	\$0.00	\$4,676.60
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 1	72036	TRANSFERRED WARRANTY, CRAD. FRONT FOUTER	134	\$0.00	\$0.00	\$0.00
Year 1	73880	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 1	73893	STANDARD LICENSE NON-SWORN	29	\$0.00	\$0.00	\$0.00
Year 1	73897	STANDARD SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 1	74200	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 1	80396	EXT WARRANTY, TASER 7 6-BAY DOCK	1	\$717.72	\$0.00	\$717.72
Year 1	80410	FLEET, UNLIMITED STORAGE - CAMERA	234	\$0.00	\$0.00	\$0.00
Year 1	80476	FLEET 3 RENEWAL WITH TAF TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 1	85147	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 1	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	202	\$10,484.98	\$0.00	\$10,484.98
Year 1	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	34	\$2,990.00	\$0.00	\$2,990.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	Basic License	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 1	BWCamMBD TAP 10 Year	BodyWorn Camera Multi Bay Dock TAP 10 Year Bundle	15	\$5,211.00	\$0.00	\$5,211.00
Year 1	BWCamMBD TAP 10 Year	BodyWorn Camera Multi Bay Dock TAP 10 Year Bundle	1	\$547.31	\$0.00	\$547.31
Year 1	BWCam TAP 10Yr	BodyWorn Camera TAP 10 Year Bundle	116	\$40,799.50	\$0.00	\$40,799.50
Year 1	BWCam TAP 10Yr	BodyWorn Camera TAP 10 Year Bundle	8	\$2,845.73	\$0.00	\$2,845.73
Year 1	Fleet 3A 10Yr	Fleet 3 Advanced 10 Year	12	\$23,986.92	\$0.00	\$23,986.92
Year 1	Fleet 3A Re	Fleet 3 Advanced Renewal	122	\$33,026.38	\$0.00	\$33,026.38
Year 1	Fleet 3A Re	Fleet 3 Advanced Renewal	122	\$108,236.00	\$0.00	\$108,236.00
Year 1	Flex 2C	Flex 2 Camera Bundle	4	\$292.80	\$0.00	\$292.80
Year 1	Flex 2MBD	Flex 2 Multi Bay Dock Bundle	1	\$156.70	\$0.00	\$156.70
Year 1	Pro License	Pro License Bundle	12	\$3,419.80	\$0.00	\$3,419.80
Year 1	TT/O	2021 TT Cert Add-On (Shared Hardware)	5	\$524.60	\$0.00	\$524.60

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year	7760	2021 77 Cert Auto-On (5k rated Handset)	5	\$524.99	\$0.00	\$524.99
Total				\$524.99	\$0.00	\$524.99

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 2	100146	CRADLEPOINT R1900-938 GA+YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 2	100150	FLEET 3 - ALPR - API INTEGRATION SERVICES	-	\$300.00	\$0.00	\$300.00
Year 2	100563	TRANSFER CREDIT - SOFTWARE AND SERVICES	-	\$12,958.74	\$0.00	\$12,958.74
Year 2	11821	CRADLEPOINT, NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 2	12022	AXON AIR, CLASS 1 LAS LICENSE	3	\$6,012.00	\$0.00	\$6,012.00
Year 2	10023	AXON AIR, CLASS 2 LAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 2	2022OBP/+Premium/1Yr	2022 - OFFICER SAFETY PLAN 1 PLUS Premium (10 Year)	146	\$451,442.92	\$0.00	\$451,442.92
Year 2	2022Unlim/+Premium/1Yr	2022 UNLIMITED F+ PREMIUM 101R BUNDLE	1	\$13,121.41	\$0.00	\$13,121.41
Year 2	20370	VR 1 DAY SERVICE	-	\$412.50	\$0.00	\$412.50
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL P	2	\$600.00	\$0.00	\$600.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$0.00	\$700.08
Year 2	50046	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 2	71203	FLEET ANT, AIRCAN, 7 IN 1, 4LTE/5G 3WIF, 10NSG, 3L	134	\$4,676.60	\$0.00	\$4,676.60
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 2	73300	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 2	73680	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 2	73903	STANDARD LICENSE, NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 2	73997	STANDARD SERVICE, PREMIUM	-	\$3,000.00	\$0.00	\$3,000.00
Year 2	74200	TASER 7-BAY DOCK AND CORE	-	\$150.00	\$0.00	\$150.00
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	-	\$71.72	\$0.00	\$71.72
Year 2	80416	FLEET, UNLIMITED STORAGE, 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 2	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 2	85147	DEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 2	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	262	\$10,484.98	\$0.00	\$10,484.98
Year 2	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	AB3M6D	AB3 Multi Bay Dock Bundle	38	\$2,980.00	\$0.00	\$2,980.00
Year 2	AB3M6D	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 2	BWCamMBD1AP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	18	\$5,211.00	\$0.00	\$5,211.00
Year 2	BWCamMBD1AP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	-	\$347.31	\$0.00	\$347.31
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	116	\$40,789.52	\$0.00	\$40,789.52
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	8	\$2,813.76	\$0.00	\$2,813.76
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$20,656.92	\$0.00	\$20,656.92
Year 2	Fleet3A10Yr	Fleet 3 Advanced Renewal	177	\$63,026.36	\$0.00	\$63,026.36
Year 2	Fleet3A10Yr	Fleet 3 Advanced Renewal	122	\$108,336.00	\$0.00	\$108,336.00
Year 2	Fleet2C	Fleet 2 Camera Bundle	4	\$292.80	\$0.00	\$292.80
Year 2	Fleet2MBD	Fleet 2 Multi-Bay Dock Bundle	1	\$155.70	\$0.00	\$155.70

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	12	\$3,419.99	\$0.00	\$3,419.99
Year 2	T7AC	2021 T7 Cert Add-On (Shared Handles)	5	\$524.00	\$0.00	\$524.00
Year 2	T7AG	2021 T7 Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Total				\$629,090.80	\$0.00	\$629,090.80

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$3,800.00	\$0.00	\$3,800.00
Year 2	100146	CRADLEPOINT R195X-500-BA+5YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 2	100150	FLEET 3 - ALPR / API INTEGRATION SERVICES	1	\$350.00	\$0.00	\$350.00
Year 2	T90553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,956.74	\$0.00	\$12,956.74
Year 2	11521	CRADLEPOINT NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 2	12027	AXON AIR, CLASS 1 LAS LICENSE	5	\$6,012.00	\$0.00	\$6,012.00
Year 2	12028	AXON AIR, CLASS 2 LAS LICENSE	1	\$3,346.00	\$0.00	\$3,346.00
Year 2	2022051Y+Premium10Yr	2022 - OFFICER SAFETY PLAN 7 PLUS Premium (10 Year)	145	\$451,442.92	\$0.00	\$451,442.92
Year 2	2022Unlim7+Prem10Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 2	20279	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL PC)	2	\$600.00	\$0.00	\$600.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.00	\$0.00	\$700.00
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 2	71203	FLEET ANT, AIRGUN, 7 IN 1, 3LTE/5G, 2WIR, 1GNSS, 3L	134	\$4,676.60	\$0.00	\$4,676.60
Year 2	72036	FLEET 3 STANDARD 1 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 2	73360	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 2	73660	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 2	73693	STANDARDS LICENSE, NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 2	73697	STANDARDS SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 2	74206	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 2	80096	EXT WARRANTY, TASER 7 6-BAY DOCK	1	\$71.75	\$0.00	\$71.75
Year 2	80110	FLEET, UNLIMITED STORAGE, 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 2	80476	FLEET 3 RENEWAL WITH TAP TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 2	85147	LEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 2	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 2	AB31C	AB3 Camera Bundle	282	\$10,484.98	\$0.00	\$10,484.98
Year 2	AB31C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	AB31MBU	AB3 Multi Bay Dock bundle	24	\$2,490.00	\$0.00	\$2,490.00
Year 2	AB31MBU	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 2	BWCamMBU(TAP10)Year	Body Worn Camera Multi Bay Dock (AP 10 Year Bundle	15	\$6,211.00	\$0.00	\$6,211.00
Year 2	BWCamMBU(TAP10)Year	Body Worn Camera Multi Bay Dock (AP 10 Year Bundle	1	\$347.51	\$0.00	\$347.51
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	116	\$40,790.52	\$0.00	\$40,790.52
Year 2	BWCamTAP10Yr	Body Worn Camera (AP 10 Year Bundle	3	\$2,613.75	\$0.00	\$2,613.75
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$23,866.62	\$0.00	\$23,866.62
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$33,026.35	\$0.00	\$33,026.35
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$108,336.00	\$0.00	\$108,336.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Flex2C	Flex 2 Camera Bundle	4	\$292.80	\$0.00	\$292.80
Year 1	Flex2MBC	Flex 2 Multi Bay Dock Bundle	1	\$156.70	\$0.00	\$156.70
Year 1	ProLicense	Pro License Bundle	12	\$3,419.96	\$0.00	\$3,419.96
Year 1	T7AC	2021 T7 Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Year 1	T7AC	2021 T7 Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Total				\$829,099.89	\$0.00	\$829,099.89

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR, E-CDM PILOT DATA LIC	10	\$3,630.00	\$0.00	\$3,630.00
Year 1	100148	CRADLEPOINT R1900-508-5A+YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$390.08	\$0.00	\$390.08
Year 1	100563	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 1	11E21	CRADLEPOINT, NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 1	12022	AXON AIR, CLASS 1 UAS LICENSE	8	\$6,012.00	\$0.00	\$6,012.00
Year 1	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 1	2022USP/+Premium10Yr	2022 - OFFICER SAFETY PLAN 1 PLUS Premium 10 Year	145	\$451,442.92	\$0.00	\$451,442.92
Year 1	2022Unlim/+Premium	2022 UNLIMITED 7* PREMIUM 10YR BUNDLE	8	\$13,127.41	\$0.00	\$13,127.41
Year 1	20371	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$600.00	\$0.00	\$600.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$720.08	\$0.00	\$720.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 1	71201	FLEET ANT, AIRGAIN, 7 IN-1, 4LTE/5G, 2WIFI, 1GNSS, BL	134	\$4,676.60	\$0.00	\$4,676.60
Year 1	72036	FLEET 3 STANDARD 2 CAMERA NT	126	\$0.00	\$0.00	\$0.00
Year 1	73320	TRANSFERRED WARRANTY - CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 1	73686	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 1	73993	STANDARDS LICENSE - NON 9WORN	25	\$0.00	\$0.00	\$0.00
Year 1	73997	STANDARDS SERVICE - PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 1	74206	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 1	80096	EXT WARRANTY - TASER 7 6-BAY DOCK	1	\$17.72	\$0.00	\$17.72
Year 1	80417	FLEET, UNLIMITED STORAGE 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 1	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	172	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 1	85187	GEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 1	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 1	AB3A	483 Camera Bundle	292	\$10,444.96	\$0.00	\$10,444.96
Year 1	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	AB3MBC	AB3 Multi Bay Dock Bundle	25	\$2,880.00	\$0.00	\$2,880.00
Year 1	AB3MBC	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	5	\$842.00	\$0.00	\$842.00
Year 1	BWCamMBCDAP10Year	BodyWorn Camera Multi Bay Dock TAP 10 Year Bundle	15	\$6,211.00	\$0.00	\$6,211.00
Year 1	BWCamMBCDAP10Year	BodyWorn Camera Multi Bay Dock TAP 10 Year Bundle	1	\$347.51	\$0.00	\$347.51
Year 1	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	116	\$40,798.52	\$0.00	\$40,798.52
Year 1	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	8	\$2,813.76	\$0.00	\$2,813.76
Year 1	Fleet3A10Yr	Fleet3 Advanced 10 Year	12	\$23,986.92	\$0.00	\$23,986.92

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3ARc	Fleet 3 Advanced Renewal	122	\$63,026.36	\$0.00	\$63,026.36
Year 4	Fleet3ARc	Fleet 3 Advanced Renewal	122	\$108,336.00	\$0.00	\$108,336.00
Year 4	Flex2C	Flex 2 Camera Bundle	4	\$292.60	\$0.00	\$292.60
Year 4	Flex2MBD	Flex 2 Multi Bay Dock Bundle	1	\$156.70	\$0.00	\$156.70
Year 4	ProLicense	Pro License Bundle	12	\$3,419.96	\$0.00	\$3,419.96
Year 4	TTAG	2021 TT Cert Add-On (Shared Handers)	5	\$524.99	\$0.00	\$524.99
Year 4	TTAG	2021 TT Cert Add-On (Shared Handers)	5	\$524.99	\$0.00	\$524.99
Total				\$829,990.89	\$0.00	\$829,990.89

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - E-CON PILOT DATA LIC	10	\$3,690.08	\$0.00	\$3,690.08
Year 5	100140	ORACLEPOINT R1900-UGA-3A-5YR NETCLOUD	134	\$60,796.60	\$0.00	\$60,796.60
Year 5	100150	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,658.74	\$0.00	\$12,658.74
Year 5	11521	ORACLEPOINT NETCLOUD RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 5	11622	AXON AIR - CLASS 1 LAS LICENSE	3	\$6,612.00	\$0.00	\$6,612.00
Year 5	12023	AXON AIR - CLASS 2 LAS LICENSE	1	\$2,348.00	\$0.00	\$2,348.00
Year 5	2022OSP/1Premium10Yr	2022 - OFFICER SAFETY PLAN 1 PLUS Premium 10 Year	145	\$451,442.92	\$0.00	\$451,442.92
Year 5	2022Unlim7+Premium	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 5	20370	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 5	50035	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL)	2	\$600.00	\$0.00	\$600.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.00	\$0.00	\$700.00
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 5	71203	FLEET ANT AIRCAN 7 IN-1 4LTE/5G 2WIFI 1GNSS 3L	134	\$4,676.60	\$0.00	\$4,676.60
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 5	72096	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 5	73880	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 5	73892	STANDARDS LICENSE - NON-SV/ORN	25	\$0.00	\$0.00	\$0.00
Year 5	73897	STANDARDS SERVICE - PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 5	74300	TASER T6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 5	76296	EXT WARRANTY, TASER / 5X BAY DOCK	1	\$71.72	\$0.00	\$71.72
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 5	80418	FLEET 3 RENEWAL WITH TAP TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 5	80444	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 5	80447	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 5	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 5	AB31C	AB3 Camera Bundle	252	\$10,484.98	\$0.00	\$10,484.98
Year 5	AB31C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$2,990.00	\$0.00	\$2,990.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 5	BWCamMBD/TAP10Year	Body Worn Camera Multi Bay Dock TAP 10 Year Bundle	15	\$5,211.00	\$0.00	\$5,211.00
Year 5	BWCamMBD/TAP10Year	Body Worn Camera Multi Bay Dock TAP 10 Year Bundle	1	\$347.31	\$0.00	\$347.31
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	116	\$40,799.52	\$0.00	\$40,799.52

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	BWCam7/AP10Yr	Body Worn Camera / AP 10 Year Bundle	8	\$2,613.76	\$0.00	\$2,613.76
Year 5	FleetA10Yr	Fleet 3 Advanced 10 Year	12	\$23,086.02	\$0.00	\$23,086.02
Year 5	FleetARe	Fleet 3 Advanced Renewal	122	\$83,026.38	\$0.00	\$83,026.38
Year 5	FleetARe	Fleet 3 Advanced Renewal	122	\$108,338.00	\$0.00	\$108,338.00
Year 5	Flex2G	Flex 2 Camera Bundle	4	\$292.80	\$0.00	\$292.80
Year 5	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1	\$155.70	\$0.00	\$155.70
Year 5	ProLicense	Pro License Bundle	12	\$3,419.96	\$0.00	\$3,419.96
Year 5	T7AC	2021 T7 Cert Add-On (Shared Handies)	5	\$524.00	\$0.00	\$524.00
Year 5	T7AD	2021 T7 Cert Add-On (Shared Handies)	5	\$524.99	\$0.00	\$524.99
Total				\$820,000.89	\$0.00	\$820,000.89

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100142	AXON AIR, E.COM PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 6	100146	CRADLEPOINT RING-SEC-3-6A+5YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 6	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 6	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 6	11E21	CRADLEPOINT NETCLOUD, RENEWAL, 5YR	134	\$0.00	\$0.00	\$0.00
Year 6	12022	AXON AIR, CLASS 1 VAS LICENSE	5	\$6,012.00	\$0.00	\$6,012.00
Year 6	12023	AXON AIR, CLASS 2 VAS LICENSE	5	\$3,348.00	\$0.00	\$3,348.00
Year 6	2022OSP7+Premium (1 Year)	2022 - OFFICER SAFETY PLAN 7 PLUS Premium (1 Year)	145	\$451,442.82	\$0.00	\$451,442.82
Year 6	2022Unlim7+Prem10Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 6	20370	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 6	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$600.00	\$0.00	\$600.00
Year 6	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$750.08	\$0.00	\$750.08
Year 6	50046	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 6	71203	FLEET ANT, AIRGAIN 7 IN 1, 4LTE/5G, 2WIFI, 1ONSS, 3L	134	\$4,675.60	\$0.00	\$4,675.60
Year 6	72036	FLEET 3 STANDARD 2 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 6	73380	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 6	73880	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 6	73901	STANDARDS LICENSE, NON 9WORN	25	\$0.00	\$0.00	\$0.00
Year 6	73991	STANDARDS SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 6	74200	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 6	80096	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$71.72	\$0.00	\$71.72
Year 6	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 6	80476	FLEET 3 RENEWAL WITH TAP-7 RVE UP	122	\$0.00	\$0.00	\$0.00
Year 6	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 6	85147	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 6	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 6	AB3C	AB3 Camera Bundle	282	\$10,484.98	\$0.00	\$10,484.98
Year 6	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 6	AB3MBU	AB3 Multi-Bay Dock Bundle	34	\$2,990.03	\$0.00	\$2,990.03
Year 6	AB3MBD	AB3 Multi-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 6	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 6	BWCamMBDAP10Year	Body Worn Camera Multi-Bay Dock TAP-10 Year Bundle	15	\$5,211.00	\$0.00	\$5,211.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	BWCam/BD1/AP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	\$347.31	\$0.00	\$347.31
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	110	\$40,790.50	\$0.00	\$40,790.50
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	8	\$2,613.76	\$0.00	\$2,613.76
Year 6	Fleet3A10Yr	Fleet3 Advanced 10 Year	12	\$23,066.02	\$0.00	\$23,066.02
Year 6	Fleet3ARe	Fleet3 Advanced Renewal	122	\$83,026.36	\$0.00	\$83,026.36
Year 6	Fleet3ARe	Fleet3 Advanced Renewal	122	\$108,396.00	\$0.00	\$108,396.00
Year 6	Flex2C	Flex 2 Camera bundle	4	\$282.80	\$0.00	\$282.80
Year 6	Flex2MBD	Flex 2 Multi Bay Dock Bundle	1	\$155.70	\$0.00	\$155.70
Year 6	ProLicense	Pro License Bundle	12	\$3,419.95	\$0.00	\$3,419.95
Year 6	TTAC	2021 TT Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Year 6	TTAC	2021 TT Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Total				\$929,000.89	\$0.00	\$929,000.89

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100142	AXON AIR, C.COM PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 7	100146	DRAGONPOINT RIMON-5G4-GA-5YR NETCLOUD	134	\$40,186.00	\$0.00	\$40,186.00
Year 7	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 7	100553	TRANSFER URED() - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 7	11521	DRAGONPOINT NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 7	12022	AXON AIR, CLASS 1 UAS LICENSE	0	\$6,012.00	\$0.00	\$6,012.00
Year 7	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 7	2022OSP7+Premium1Yr	2022 - OFFICER SAFETY PLAN 1 PLUS Premium 10 Year	145	\$451,442.92	\$0.00	\$451,442.92
Year 7	2022Unlim7+Premium1Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 7	20370	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 7	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL)	3	\$690.00	\$0.00	\$690.00
Year 7	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	3	\$790.08	\$0.00	\$790.08
Year 7	50046	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 7	71203	FLEET ANT, AIRCAN, 7-IN-1, 4G/5G, 2WIFI, 1GNSS, 3L	134	\$4,676.80	\$0.00	\$4,676.80
Year 7	72036	FLEET 3 STANDARD 2 CAMERA KIT	126	\$0.00	\$0.00	\$0.00
Year 7	73300	TRANSFERRED WARRANTY, DRAGONPOINT ROUTER	744	\$0.00	\$0.00	\$0.00
Year 7	73666	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 7	73693	STANDARD LICENSE, NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 7	73697	STANDARD SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 7	74201	TASER 7 B-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 7	80040	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$71.72	\$0.00	\$71.72
Year 7	80410	FLEET, UNLIMITED STORAGE - CAMERA	234	\$0.00	\$0.00	\$0.00
Year 7	80470	FLEET 3 RENEWAL WITH TAF TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 7	86144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 7	86147	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 7	87050	FLEET VIEW KL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 7	AB3C	AB3 Camera Bundle	292	\$10,464.98	\$0.00	\$10,464.98
Year 7	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	34	\$2,990.00	\$0.00	\$2,990.00
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 1	BWCamMBDTAP10Year	BodyWorn Camera Multi-Bay Dock TAP 10 Year Bundle	15	\$6,211.00	\$0.00	\$6,211.00
Year 1	BWCamMBDTAP10Year	BodyWorn Camera Multi-Bay Dock TAP 10 Year Bundle	1	\$347.31	\$0.00	\$347.31
Year 1	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	116	\$40,700.53	\$0.00	\$40,700.53
Year 1	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	8	\$2,813.76	\$0.00	\$2,813.76
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$23,056.05	\$0.00	\$23,056.05
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$83,026.36	\$0.00	\$83,026.36
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$108,336.00	\$0.00	\$108,336.00
Year 1	Flex2C	Flex 2 Camera Bundle	4	\$232.80	\$0.00	\$232.80
Year 1	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1	\$155.70	\$0.00	\$155.70
Year 1	ProLicense	Pro License Bundle	12	\$3,419.58	\$0.00	\$3,419.58
Year 1	TTAC	2021 TT Cell Add-On (Shared Handset)	5	\$524.89	\$0.00	\$524.89
Year 1	TTAC	2021 TT Cell Add-On (Shared Handset)	5	\$524.89	\$0.00	\$524.89
Total				\$820,090.80	\$0.00	\$820,090.80

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100160	AXON AIR, E-CON PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 8	710748	CRADLEPOINT RINGO-SIG-BA-5YR-NE (CLOUD)	134	\$40,138.60	\$0.00	\$40,138.60
Year 8	100160	FLEET 3 - ALPS - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 8	100160	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 8	71521	CRADLEPOINT NETCLOUD, RENEWAL 5YR	134	\$0.00	\$0.00	\$0.00
Year 8	12022	AXON AIR, CLASS 1 VAS LICENSE	3	\$8,012.00	\$0.00	\$8,012.00
Year 8	12023	AXON AIR, CLASS 2 VAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 8	2022OSP7+Premium10Yr	2022 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	145	\$451,442.82	\$0.00	\$451,442.82
Year 8	2022Unlim7+Prem10Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 8	20370	VIR 1-DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 8	50038	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL)	2	\$600.00	\$0.00	\$600.00
Year 8	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER 62R	2	\$720.00	\$0.00	\$720.00
Year 8	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Year 8	71003	FLEET ANT, AIRGAIN 7 IN 1, LTE/5G, 2WIFI, 1GNSS, 3L	734	\$4,676.00	\$0.00	\$4,676.00
Year 8	77036	FLEET 3 STANDARD 2 CAMERA N1	126	\$0.00	\$0.00	\$0.00
Year 8	73030	TRANSFERRED WARRANTY, CRADLEPOINT ACUPER	134	\$0.00	\$0.00	\$0.00
Year 8	73680	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 8	73695	STANDARDS LICENSE, NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 8	73907	STANDARDS SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 8	71000	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 8	80336	EXT WARRANTY, TASER / 6X DAY DOCK	1	\$71.72	\$0.00	\$71.72
Year 8	80410	FLEET, UNLIMITED STORAGE - CAMERA	334	\$0.00	\$0.00	\$0.00
Year 8	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 8	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 8	85147	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 8	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 8	AB3C	AB3 Camera Bundle	202	\$10,484.98	\$0.00	\$10,484.98
Year 8	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	ABIMBD	AB3 Multi Bay Dock Bundle	34	\$2,990.00	\$0.00	\$2,990.00
Year 8	ABIMBD	AB7 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 8	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 8	BWCamMBDTAP10Year	BodyWorn Camera Multi-Bay Dock TAP 10 Year Bundle	15	\$6,211.00	\$0.00	\$6,211.00
Year 8	BWCamMBDTAP10Year	BodyWorn Camera Multi-Bay Dock TAP 10 Year Bundle	1	\$347.31	\$0.00	\$347.31
Year 8	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	118	\$40,790.52	\$0.00	\$40,790.52
Year 8	BWCamTAP10Yr	BodyWorn Camera TAP 10 Year Bundle	3	\$2,613.75	\$0.00	\$2,613.75
Year 8	Fleet3ADV	Fleet 3 Advanced 10 Year	12	\$23,986.02	\$0.00	\$23,986.02
Year 8	Fleet3ADV	Fleet 3 Advanced Renewal	122	\$53,026.36	\$0.00	\$53,026.36
Year 8	Fleet3ADV	Fleet 3 Advanced Renewal	172	\$138,336.00	\$0.00	\$138,336.00
Year 8	Flex2C	Flex 2 Camera Bundle	4	\$232.69	\$0.00	\$232.69
Year 8	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1	\$155.70	\$0.00	\$155.70
Year 8	FlexLicense	Flex License Bundle	12	\$3,419.80	\$0.00	\$3,419.80
Year 8	T7AC	2021 T7 Cell Add-On (Shared Handies)	5	\$524.89	\$0.00	\$524.89
Year 8	T7AC	2021 T7 Cell Add-On (Shared Handies)	5	\$524.89	\$0.00	\$524.89
Total				\$829,900.89	\$0.00	\$829,900.89

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR, 2 COM PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 8	100148	CRADLEPOINT R100-5GB-SA-5YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 8	100150	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$200.00	\$0.00	\$200.00
Year 8	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.74	\$0.00	\$12,958.74
Year 8	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	134	\$0.00	\$0.00	\$0.00
Year 8	11022	AXON AIR, CLASS 1 LAS LICENSE	5	\$6,012.00	\$0.00	\$6,012.00
Year 8	12021	AXON AIR, CLASS 2 LAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 8	2022OSP/4Premium10Yr	2022 - OFFICER SAFETY PLAN T PLUS Premium 10 Year	145	\$431,442.02	\$0.00	\$431,442.02
Year 8	2022Unlim7+Prem10Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.41	\$0.00	\$13,127.41
Year 8	20576	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 8	50036	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL)	2	\$600.00	\$0.00	\$600.00
Year 8	50047	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$0.00	\$700.08
Year 8	50048	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$4,752.00	\$0.00	\$4,752.00
Year 8	71200	FLEET ANT, AIRGAIN 7-IN-1 ALTE/EG, 3WIFI, 1GNS5, 3L	134	\$4,676.60	\$0.00	\$4,676.60
Year 8	72036	FLEET 3 STANDARD 2 CAMERA KIT	176	\$0.00	\$0.00	\$0.00
Year 8	73201	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 8	73660	RESPOND DEVICE PLUS LICENSE	100	\$0.00	\$0.00	\$0.00
Year 8	73890	STANDARDS LICENSE - NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 8	73897	STANDARDS SERVICE - PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 8	74000	TASER 7 6-BAY DOCK AND CORE	1	\$150.00	\$0.00	\$150.00
Year 8	80348	EXT WARRANTY, TASER 7 6-BAY DOCK	1	\$71.72	\$0.00	\$71.72
Year 8	80410	FLEET, UNLIMITED STORAGE 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 8	80478	FLEET 3 RENEWAL WITH TAP TRUE UP	122	\$0.00	\$0.00	\$0.00
Year 8	85144	AXON STARTER	1	\$412.50	\$0.00	\$412.50
Year 8	85147	DEV STARTER	1	\$412.50	\$0.00	\$412.50
Year 8	07050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AB3C	AB3 Camera Bundle	262	\$10,484.98	\$0.00	\$10,484.98
Year 1	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	34	\$2,980.00	\$0.00	\$2,980.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi Bay Dock TAP 10 Year Bundle	15	\$6,211.00	\$0.00	\$6,211.00
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi Bay Dock TAP 10 Year Bundle		\$347.41	\$0.00	\$347.41
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	116	\$40,730.53	\$0.00	\$40,730.53
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	8	\$2,813.75	\$0.00	\$2,813.75
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	12	\$23,986.93	\$0.00	\$23,986.93
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$33,026.38	\$0.00	\$33,026.38
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	122	\$108,335.00	\$0.00	\$108,335.00
Year 1	Fleet2C	Fleet 2 Camera Bundle	4	\$222.80	\$0.00	\$222.80
Year 1	Fleet2MBD	Fleet 2 Multi Bay Dock Bundle	1	\$165.70	\$0.00	\$165.70
Year 1	ProLicense	Pro License Bundle	12	\$3,419.96	\$0.00	\$3,419.96
Year 1	TTAC	2021 TT Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Year 1	TTAC	2021 TT Cert Add-On (Shared Handles)	5	\$524.99	\$0.00	\$524.99
Total				\$820,998.89	\$0.00	\$820,998.89

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100142	AXON AIR, E-CON PILOT DATA LIC	10	\$3,600.00	\$0.00	\$3,600.00
Year 10	100146	CRADLEPOINT N1XXX-SGB-3A+5YR NETCLOUD	134	\$40,186.60	\$0.00	\$40,186.60
Year 10	100149	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$300.00	\$0.00	\$300.00
Year 10	100563	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$12,958.72	\$0.00	\$12,958.72
Year 10	111821	CRADLEPOINT NETCLOUD, RENEWAL, 5YR	134	\$0.00	\$0.00	\$0.00
Year 10	14022	AXON AIR, CLASS 1 UAS LICENSE	3	\$8,012.00	\$0.00	\$8,012.00
Year 10	18021	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
Year 10	2022QSP/+Premium10Yr	2022 - OFFICER SAFETY PLAN 1 PLUS Premium 10 Year	145	\$451,445.72	\$0.00	\$451,445.72
Year 10	2022Unlim7+Premium1Yr	2022 UNLIMITED 7+ PREMIUM 10YR BUNDLE	5	\$13,127.31	\$0.00	\$13,127.31
Year 10	30370	VR 1 DAY SERVICE	1	\$412.50	\$0.00	\$412.50
Year 10	50038	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-IP	2	\$800.00	\$0.00	\$800.00
Year 10	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.00	\$0.00	\$700.00
Year 10	50048	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	1	\$4,752.00	\$0.00	\$4,752.00
Year 10	71253	FLEET ANT, AIRCAN 7 IN 1, 4LTE/5G, 2WIFI, 1ONSS, 3L	134	\$4,678.60	\$0.00	\$4,678.60
Year 10	72038	FLEET 3 STANDARD 2 CAMERA KIT	120	\$0.00	\$0.00	\$0.00
Year 10	73081	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	134	\$0.00	\$0.00	\$0.00
Year 10	73868	RESPOND DEVICE PLUS LICENSE	120	\$0.00	\$0.00	\$0.00
Year 10	73883	STANDARDS LICENSE, NON-SWORN	25	\$0.00	\$0.00	\$0.00
Year 10	73886	STANDARDS SERVICE, PREMIUM	1	\$3,000.00	\$0.00	\$3,000.00
Year 10	74206	TASER 7 & 8 BAY DOCK AND CORD	1	\$150.00	\$0.00	\$150.00
Year 10	80088	EXT WARRANTY, TASER 7 & 8 BAY DOCK	1	\$71.74	\$0.00	\$71.74
Year 10	80416	FLEET, UNLIMITED STORAGE - 1 CAMERA	234	\$0.00	\$0.00	\$0.00
Year 10	80478	FLEET 3 RENEWAL WITH TAP TRUE LIF	122	\$0.00	\$0.00	\$0.00
Year 10	86144	AXON STARTER	1	\$412.50	\$0.00	\$412.50

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	85147	CEW STARTER	1	\$412.50	\$0.00	\$412.50
Year 10	87050	FLEET VIEW XL LICENSE	117	\$0.00	\$0.00	\$0.00
Year 10	AB3C	AB3 Camera Bundle	262	\$10,484.96	\$0.00	\$10,484.96
Year 10	AB3C	AB3 Camera Bundle	8	\$0.00	\$0.00	\$0.00
Year 10	AB3MBD	AB3 Multi Bay Dock Bundle	34	\$2,990.01	\$0.00	\$2,990.01
Year 10	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 10	BasicLicense	Basic License Bundle	5	\$942.00	\$0.00	\$942.00
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	15	\$5,211.00	\$0.00	\$5,211.00
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	1	\$347.40	\$0.00	\$347.40
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	118	\$40,799.52	\$0.00	\$40,799.52
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	8	\$2,813.76	\$0.00	\$2,813.76
Year 10	Fleet3A10Yr	Fleet3 Advanced 10 Year	12	\$23,987.00	\$0.00	\$23,987.00
Year 10	Fleet3ARe	Fleet3 Advanced Renewal	122	\$83,026.44	\$0.00	\$83,026.44
Year 10	Fleet3ARe	Fleet3 Advanced Renewal	122	\$108,336.00	\$0.00	\$108,336.00
Year 10	Flex2C	Flex 2 Camera Bundle	4	\$292.80	\$0.00	\$292.80
Year 10	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1	\$155.65	\$0.00	\$155.65
Year 10	ProLicense	Pro License Bundle	12	\$3,420.00	\$0.00	\$3,420.00
Year 10	TTAO	2021 T7 Cert Add-On (Shared Handles)	5	\$525.09	\$0.00	\$525.09
Year 10	TTAO	2021 T7 Cert Add-On (Shared Handles)	5	\$525.09	\$0.00	\$525.09
Total				\$830,000.99	\$0.00	\$830,000.99

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts #20223, #49033 and #20226 and is terminating those contracts upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is charging a debit of \$129,587.38 for unpaid, but delivered services. This amount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

Signature

Date Signed

12/1/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Carmel Police Department - IN the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed of and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON STANDARDS FOR
CARMEL POLICE
DEPARTMENT ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



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1. PROJECT OVERVIEW

Axon Standards is a cloud-native software solution provided as a SaaS subscription.

1.1 SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON STANDARDS	▶ Use of Force	▶ Internal Affairs
	▶ Vehicle Pursuit	▶ Investigative Case Management
	▶ Vehicle Collision	▶ Configurable Forms and Fields
	▶ Internal Complaint	▶ Citizen Complaint
	▶ Attachments	
	▶ Restrictions	
	▶ Redactions	

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Carmel Police Department who is identified within this SOW
End Users	Specific agency groups using the system
Professional Services	The services that Axon provides within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, FAT, UAT, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and tracked
PROJECT & MILESTONES	



Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Requirements Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides
Configuration Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for FAT and UAT
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:



- Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- Third-party products and services costs related to the vendors or agency's side of the integration
- Changes made by the agency after configuration is complete



2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- Axon configures and make available to the agency a read-only MS SQL Datastore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- Axon provides the agency with a data dictionary and/or other appropriate documentation.
- If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 READINESS

- Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- Axon conducts functional acceptance testing via use cases approved by Axon and the agency.
- All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.4 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3. DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self-Hosted Integration Runtime (SHIR) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

3.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- Extract and provide the data to Axon in an agreed-upon format.
- Address data quality by the agency prior to provisioning to Axon.
- Minimize the amount of business logic and file processing prior to conversion where possible.
- Provide a data dictionary to define all elements of the legacy data.
- Provide an entity-relationship diagram of the legacy database, if available.



- Collaborate with Axon to map the data from the legacy data structures and formats into the product.

Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

3.2 AGENCY DATA CONVERSIONS

- 4.3.1 Guardian | Standards Data Conversion: Axon will convert legacy data from Guardian into Axon Standards.

3.3 DATA CONVERSION SPECIFICATIONS

The following checked items will be converted as part of the data conversion activities for this module. Preliminary issues identified with the data are listed in the conversion notes.

Note: Please provide a screen shot of the below checked items and number the fields on the screen shot accordingly. This aids Axon in locating the desired fields your agency wishes to convert from your current Standards/Use of Force module/s.

STANDARDS DATA CONVERSION:

STANDARDS MODULES	FIELD CONVERSION	FIELD/ ATTACHMENT	ATTACHMENT ONLY	DO NOT CONVERT
INTERNAL AFFAIRS INCIDENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERNAL AFFAIRS ATTACHMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USE OF FORCE REPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USE OF FORCE ATTACHMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

3.4 LEGACY SOFTWARE UPDATES



During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Standards. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.

3.5 GO-LIVE CONTINGENCY

The agency may Go-Live before the data conversion is complete. This does not relieve Axon from completing the data conversion, but the agency is charged upon using the software.



4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

Both parties assign a project manager to ensure completion of deliverables.

Axon's project manager ensures all team members from Axon and the agency are continually updated on the status of the project.

4.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

4.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment 5](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

4.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

4.5 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report Included ([Attachment 4](#)).

Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone



completion, the expectation is that the agency responds in writing to Axon with any issues related to the MCR within the 14 calendar-day window.



5. AGENCY COMMITMENTS

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays, or major events that may impact the project.
- Ensure agency desktop, mobile systems, and devices can access the product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- Provide Axon with remote access to the agency's Axon Evidence account when required.
- The agency agrees to pay for licenses upon completion of Go-Live.



6. SUPPORT

- Axon provides on-site Go-Live support the week the agency begins using the software.
- Axon provides updates and enhancements to the product, which the agency automatically receives.
- Axon provides the agency's end users with access to the help.axon.com support portal to submit and review service tickets.
- Following final acceptance, the agency utilizes Axon support via my.axon.com for any further modifications to the product.
- For technical support assistance, the agency may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the agency's investment in the Axon ecosystem. Phone support is available 24/7.



7. TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Carmel Police Department:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:

_____ day of _____, 20____

Today's date: _____

Agency name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____



ATTACHMENT B – PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

AGENCY

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit B
[E-Verify Affidavit]

E-VERIFY AFFIDAVIT

_____, 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 _____ (the "Employer")
in the position of _____.
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 _____ day of _____, 20____.

Printed: _____

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: _____

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-5600972

Page 1 of 1
PURCHASE ORDER NUMBER
108052
THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHERS, 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
12/1/2022			00352614	

VENDOR AXON ENTERPRISE INC
PO BOX 29661
DEPT 2018
PHOENIX, AZ 85038-9661

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

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
71955				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1110 Fund: 0 Capital Lease Fund				
Account: 44-570.99				
1 Each		Body Camera's	\$829,999.89	\$829,999.89
			Sub Total	\$829,999.89

Send Invoice To:
Police Department

3 Civic Square
Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$829,999.89

SHIPPING INSTRUCTIONS

*SHIP PREPAID
*G.O.D. SHIPMENT CANNOT BE ACCEPTED
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 35, ACT 3-1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

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

ORDERED BY

Jim Barlow

Jim Barlow
Chief

TITLE

CONTROLLER

James Crider

James Crider
Director of Administration

CONTROL NO. **108052**



CITY OF CARMEL

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

CONTRACT CHANGE ORDER NO.: 3
DATE: 10/5/2022
PROJECT NAME: Carmel Data Center
CITY REQ. NO.: _____
CITY PO NO.: 105719
CITY PO DATE: _____

- I. You are directed to make the following changes in this Contract:
(Brief Description)
ADD - Leak detection equipment power - \$235.75
ADD - SPD installation - \$310.50
ADD - Keypad light - \$520.00
ADD - Grounding and bonding fence post - \$885.50

SCHEDULED ADJUSTMENT
(-) OR (+) DAYS

ITEM AMOUNT

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

The changes result in the following adjustment of Contract Price and Contract Time:
Contract Price prior to this Change Order \$ 206,046.65
Contract Price will be increased/decreased by this Change Order \$ 1,951.75
New Contract Price including this Change Order \$ 207,998.40
Contract Time Prior to this Change Order _____ Days NC Completion Date
Net increased/decreased resulting from this Change Order NC Days
Current Contract Time including this Change Order _____ Days NC Completion Date
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are
Recommended

Studio M Architecture
ARCHITECT
2 West Main Street
Address

Carmel, IN 46032
City/State/Zip

By: 


Phone: 317.810.1502

Date: 11/16/2022

The Above Changes Are
Requested/Accepted:

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

Pendleton, IN 46064
City/State/Zip

By: 

Phone: (765) 778-7588


Date: 11-15-2022

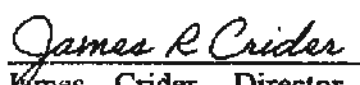
Approved:

James Brainard, Mayor

Mary Ann Burke, Member

Lori Watson, Member


Andie Tarpley, DC
Construction Project Manager


James Crider, Director of
Administration

ATTEST:

Sue Wolfgang, Clerk

Date: _____



P.O. Box 229
 5448 W. SR 132
 Pendleton IN 46064
 Phone 765.778.7588
 Fax 765.778.7589

REQUEST FOR CHANGE ORDER

TO: Dillon Construction 6828 Hillsdale Ct Indianapolis, IN 46250 ATTN: RJ Beckerich PROJECT: Carmel Data center OWNER: City of carmel CONTRACTOR: Dillon SUBCONTRACTOR: Fredericks Inc	RFCO # CARMITEL-05 Date: September 14, 2022 Architect Name: K850 Architect Project # 21011 Spec Section, Page # Sheet #, Detail #
---	--

Item #	Qty.	DESCRIPTION	Unit Cost	Total Charge
1		Leak detection equipment power.		\$235.75
2		SPD Installation		\$310.50
3		Add Key pad light.		\$520.00
4		Grouding and bonding fence post		\$885.50
			Subtotal	\$1,951.75
			Sales Tax	
			Shipping	
TOTAL CHANGE ORDER REQUEST				\$1,951.75

SUBMITTED BY: Brandon Filbrun
TITLE: Project manager

ACCEPTED BY: _____
TITLE: _____

Info-Tech Research Group, Inc.
Information Systems Department - 3/05
Appropriation # 1115 101 43-556.00 Fund, P.L. # 005907
Contract Not To Exceed \$2.6675M

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 Info-Tech Research Group Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE:

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. PERFORMANCE:

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1115 101 43-556.00 funds. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. PRICE AND PAYMENT TERMS:

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than Twenty Thousand Six Hundred Seventy Five Dollars and Six Cents (\$20,675.06) (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.

Info-Tech Research Group, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 43-556.00 Fund; P.O. #106997
Contract Not To Exceed \$20,675.06

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.

Info-Tech Research Group, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 43-556.00 Fund; P.O. #106997
Contract Not To Exceed \$20,675.06

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

Info-Tech Research Group, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 43-556.00 Fund, P.O. #106997
Contract Not To Exceed \$20,675.06

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	AND	City of Carmel
	Information Systems Department		Office of Corporation Counsel
	31 St Avenue NW		One Civic Square
	Carmel, Indiana 46032		Carmel, Indiana 46032

If to Vendor: Info-Tech Research Group Inc. 3960
Howard Hughes Pkwy, Suite 500 Las
Vegas, Nevada 89169

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.

Info-Tech Research Group, Inc.
Information Systems Department - 2022
Appropriation # 1115 101 43-556.00 Fund, P.O. #106997
Contract Not To Exceed \$20,675.06

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, 2022 and shall, subject to a new Schedule A being inserted annually, 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.

Info-Tech Research Group, Inc.
Information Systems Department - 2022
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Contract Not To Exceed \$20,675.06

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

Info-Tech Research Group Inc.

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:

DocuSigned by:
Ryan Huggett
D7A32C43-DC31-460F-9949-628694FF5EC1

Authorized Signature

Ryan Huggett

Printed Name

General Counsel

Title

20-4312071

FID/TIN: _____

Date: 30 November 2022

Exhibit A

City of Carmel
Service Proposal



Victor Uyguangco
Field Sales Director
vuyguangco@infotech.com
1-888-670-8889 ext.3056
November 9, 2022

Hi Timothy,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City of Carmel.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City of Carmel. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Victor Uyguangco
Field Sales Director
vuyguangco@infotech.com
1-888-670-8889 ext.3056

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: December 15, 2022 || Contract Length: 1-year

Contact: Timothy Renick

City of Carmel

Product	Description	Quantity	Subtotal	Total
Industry /SE	Deep Insights Tailored To Your Industry	1.00	\$4,977.33	\$4,977.33
Small Enterprise Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 combined Contract Review / Price Benchmarking and Negotiation Engagement, 1 software selection engagement	1.00	\$15,697.73	\$15,697.73
			Total:	\$20,675.06

All items stated on this document are in USD and is subject to applicable taxes.

Federal Supply Service Authorized Federal Supply Schedule Price List (GSA) - GS-35F-298GA

Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of December 15, 2022.

Please return this signed Service Agreement to Info-Tech by DocuSign, email vuyguangco@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	December 15, 2022	\$20,675.06	December 15, 2022	December 15, 2023	

Name Timothy RenickSignature Title Director of ICSDate 11/21/2022

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 (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

Victor Uyguangco

, 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
Info-Tech Research Group Inc. (the "Employer")
in the position of Field Sales Director.
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 30th day of November, 20 22.

DocuSigned by:

Victor Uyguangco

Printed: Victor Uyguangco

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.

DocuSigned by:

Ryan Huggett

Printed: Ryan Huggett

General Counsel

Attorney, Notary Public

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

106997

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
11/17/2022			376896	Service agreement - 12/15/22 - 12/15/23

INFO-TECH RESEARCH GROUP INC **ICS**
VENDOR 3960 HOWARD HUGHES PKWY **SHIP TO 31 1st Avenue N.W.**
SUITE 500 **Carmel, IN 46032-**
LAS VEGAS, NV 89169 - **Timothy Renick (317) 571-2576**

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70707				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1115 Fund: 101 General Fund

Account: 43-556.00

1 Each	IT research and advisory services	\$20,675.06	\$20,675.06
		Sub Total	\$20,675.06



Send Invoice To:

ICS

Timothy Renick

31 1st Avenue N.W.

Carmel, IN 46032-

(317) 571-2576

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$20,675.06

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

Timothy Renick

Timothy Renick
Director

James Crider

James Crider
Director of Administration

CONTROL NO. **106997**

PERFORMANCE AGREEMENT

Amended

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Jim Houser, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in or on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, to be used by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or any City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law, Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regard to or related to the Performance.

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

12. Iran Certification. Pursuant to E.O. § 5.522-10.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **E-Verify.** Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

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

15. **Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

Jim Houser

("Performer")

By:


Authorized Signature

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: 9088

Date: 11/23/2022

Exhibit A

**Festival of Ice at Center Green
SCOPE OF SERVICES**

What: The Festival of Ice at Carter Green - Ice Carving Exhibition

Where: Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

- 1- 10 x 10 tent
- 1 - 20 amp independent circuit for power
- 3 blocks of ice provided on pedestal by The Ice Studio
- Stanchions set up
- Color gels
- Bucket of water – City provides
- Bucket of Salt – City provides
- Carvers will clear their own debris

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- 1- 10 x 10 tent with 2 side panels.
- 1- 6ft table for tools
- 1 - 20 amp independent circuit for power
- 4 blocks of ice on pedestal provided by The Ice Studio
- Color gels
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Stage with tables
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- 1 - 20 amp independent circuit for power
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music
- Blocks of ice on pedestal provided by The Ice Studio

EVENT DESCRIPTIONS

Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 – 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. – 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners.
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. – 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color.
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon.
- Award checks will be mailed to winners.

75 blocks of ice will be delivered

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

City of Carmel

ONE CIVIC SQUARE

CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6090972

Page 1 of 1

PURCHASE ORDER NUMBER

108021

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
11/29/2022			376906	ICE CARVER FOR FESTIVAL OF ICE
SUB-ZERO ICE SCULPTURES		COMMUNITY RELATIONS		
VENDOR: 4607 WEST 800 NORTH		SHIP TO 1 CIVIC SQ		
HUNTINGTON, IN 46750 -		Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
71881				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVER FOR FESTIVAL OF ICE

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP INTERNAL

*C.O.D. SHIPMENT CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 19, ACT 135

*AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$1,600.00

*AF 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. *HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER

ORDERED BY

TITLE

CONTROLLER

Nancy Heck
Director

CONTROL NO 108021

PERFORMANCE AGREEMENT

APPROVED
By Sergey Grachukhin at 11:39 am Nov 23, 2022

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Matthew W. Stoddart, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

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

12. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. E-Verify. Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law the City may terminate this Agreement in accordance with therewith.

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

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST

Sue Wolfgang, Clerk

Date: _____

Matthew W. Stoddart

("Performer")

By:

Matthew Stoddart

Authorized Signature

Matthew Stoddart

Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

Date: 11-23-22

Exhibit A

Festival of Ice at Center Green SCOPE OF SERVICES

What: The Festival of Ice at Carter Green - Ice Carving Exhibition

Where: Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

- 1 - 10 x 10 tent
- 1 - 20 amp independent circuit for power
- 3 blocks of ice provided on pedestal by The Ice Studio
- Stanchions set up
- Color gels
- Bucket of water – City provides
- Bucket of Salt – City provides
- Carvers will clear their own debris

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- 1 - 10 x 10 tent with 2 side panels.
- 1 - 6ft table for tools
- 1 - 20 amp independent circuit for power
- 4 blocks of ice on pedestal provided by The Ice Studio
- Color gels
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Stage with tables
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- 1 - 20 amp independent circuit for power
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music
- Blocks of ice on pedestal provided by The Ice Studio

EVENT DESCRIPTIONS

Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 - 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon
- Award checks will be mailed to winners

75 blocks of ice will be delivered

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

106968

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
11/8/2022			372229	ICE CARVING SERVICES FOR FESTIVAL OF ICE
MATTHEW W. STODDART VENDOR 101 MANITOO PL NICHOLASVILLE, KY 40356 -				COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70472				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$1,600.00

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

ORDERED BY

Nancy S Heck

Nancy Heck
Director

TITLE

CONTROLLER

CONTROL NO. **106968**

PERFORMANCE AGREEMENT



This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Michael D. Stoddart, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$500.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

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

12. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. **E-Verify.** Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

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

15. **Miscellaneous.** The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST

Sue Wulfgang, Clerk
Date: _____

Michael D. Stoddart

("Performer")

Helper

By:

Michael D. Stoddart
Authorized Signature

Michael D. Stoddart
Printed Name

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: 6321

Date: 11-23-22

Exhibit A

**Festival of Ice at Center Green
SCOPE OF SERVICES**

What: The Festival of Ice at Carter Green - Ice Carving Exhibition

Where: Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

1 - 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by The Ice Studio
Stanchions set up
Color gels
Bucket of water – City provides
Bucket of Salt – City provides
Carvers will clear their own debris

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

1 - 10 x 10 tent with 2 side panels.
1 - 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by The Ice Studio
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by The Ice Studio

EVENT DESCRIPTIONS

Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 - 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon
- Award checks will be mailed to winners

75 blocks of ice will be delivered

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver assistant will receive a check in the amount of \$500.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

106972

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
11/8/2022			372234	ICE CARVING SERVICES FOR FESTIVAL OF ICE
MICHAEL D. STODDART VENDOR 333 NORTH ASHLAND AVENUE LEXINGTON, KY 40502 -				COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70477				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE EVENT

\$500.00

\$500.00

Sub Total

\$500.00



Send Invoice To:

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-

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.

ORDERED BY

TITLE

CONTROLLER

PAYMENT

\$500.00

* 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.

Nancy S Heck

Nancy Heck
Director

CONTROL NO. **106972**

RESOLUTION NO. BPW 12-07-22-01

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

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

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

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

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

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

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

SO RESOLVED this 7th day of December, 2022.

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: _____

FOR THE PERFORMING ARTS

HOME OF



The Great American
Songbook Foundation
Michael Wisniewski, Founder

APPROVED

for binding documents on 1-22 pm, Nov 06, 2022

Facility Rental Agreement - Non-Ticketed

Facility Rental Agreement, dated as of Tuesday, October 11, 2022, between the Center For The Performing Arts, Inc. (the "Center"), and City of Carmel (the "Rental Client") for the purposes of holding the event MLK, Jr. Day Program in the Tarkington Lobby, Tarkington Theater taking place on Monday, January 16, 2023. The Rental Client having its principal location for the transaction of business at One Civic Square, Carmel, IN 46033 with the below representative serving as the main agent for this Agreement:

Contact: Nancy Heck
Telephone Number: 317.571.2494
Email: nheck@carmel.in.gov

This Agreement consists of the text of this Agreement and each of the following:

- Exhibit A – General Rules & Policies of the Center
- Exhibit B – Marketing & Advertising Policies
- Exhibit C – Production Policies
- Exhibit D – Catering and Bar Service Policies
- Exhibit E – Cancellation Policy
- Exhibit F – Schedule of Events
- Exhibit G – Preliminary Cost Estimate

The foregoing Exhibits are a part of this Agreement and are incorporated by reference into this Agreement as if fully set forth herein. They are binding upon the Rental Client. Any of Exhibits A through E may be amended by the Center at any time by giving the Rental Client at least two (2) weeks' advance notice of the change. Exhibits F and G may be amended only by the mutual written agreement of the Center and the Rental Client.

NOW, THEREFORE, whereas the Rental Client desires to host an Event at the Center and the Center is willing to permit the Rental Client to use the Facilities (as defined below) for that purpose upon the terms and conditions set forth in this Agreement, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. SCHEDULE OF EVENTS & USE OF THE FACILITIES.

(a) **Schedule of Events.** The Rental Client will have the right to use the Palladium, the Tarkington and/or the Studio Theater ("Theater(s)" or "Venue") as specified on the Schedule of Events attached hereto as Exhibit F (the "Schedule of Events"), solely for the purpose of hosting the Event MLK, Jr. Day Program described on the Schedule of Events on the date(s) specified thereon. None of the Events, dates or other aspects described on the Schedule of Events may be substituted or otherwise changed without the mutual written agreement of the Center and the Rental Client.

(b) **Use of The Facilities.** The Rental Client's right to use the Venue includes the rental space(s) noted above and such mechanical, electrical and stage equipment as is located in the Venue (collectively, the "Facilities").

Nothing in this Agreement gives the Rental Client any leasehold interest or other exclusive possessory rights and the Center and/or REI Property Management will retain control of the Facilities at all times.

The Rental Client shall at no time place its own locks on any portion of the Facilities or the Building in which they are contained (the "Building"), except in the areas designated by the Center, if any. The Center and its directors, officers, employees, agents and other representatives reserve the right to enter any part of the Facilities at any and all times, recognizing that due care will be taken not to interfere with scheduled Events.

The Rental Client shall not place any permanent signage (plaques, seat names, etc.) in the Building at any time. The Center retains all

naming rights for any and all portions of the Building.

The Rental Client may not use any portion of the Facilities for any purpose other than expressly granted herein in connection with the Event without the prior written consent of the Center, and upon the terms and conditions agreed to by the Center. The Rental Client shall not authorize or engage with an external party to rent or use the Facility during the Event. All external parties should be directed to the Center's Events Department.

No portion of the sidewalks, entrances, passages, vestibules, walls, or ways of access in or about the Facilities or the Building may be obstructed by the Rental Client or used for any purpose other than ingress and egress to and from the Facilities.

Notwithstanding anything else herein to the contrary, if any Event shall, in the sole judgment of the Center, be prevented, interrupted or interfered with by severe weather, a crime, action or declaration by the police or other public authorities, pandemic, epidemic, a strike or labor dispute, or any other cause beyond the reasonable control of the Center, then the Center shall have the right, at its option, to cancel, delay or stop any Event without any advance notice to the Rental Client, to turn off the lights and heat or air conditioning in the Building and to dismiss the attendees.

(c) **Duration of Event.** The Event will consist of the period between "Load-In" through the completion of "Load-Out" for each Event as specified on the **Schedule of Events**. All Events, including production, tech, rehearsals and/or ancillary activities, will be scheduled at such times that are mutually agreed upon between the Center and the Rental Client. The Rental Client may arrange with the Center to use the Facilities at such reasonable times that will not conflict with other uses which the Center may desire to make of the Facilities.

(d) **Center Rules and Policies.** The Rental Client's obligations, responsibilities and actions under this Agreement are subject to the Center's rules and regulations, including those set forth Exhibits A through E attached hereto or as otherwise delivered to the Rental Client in writing from time to time.

2. FEES & PAYMENTS.

(a) **Preliminary Cost Estimate.** In exchange for the use of the Facilities and the services to be provided by the Center under this Agreement, the Rental Client will pay to the Center the fees and costs set forth on the **Preliminary Cost Estimate** attached hereto as Exhibit G (the "**Cost Estimate**").

(i) Any total amounts for variable costs set forth on the **Cost Estimate** are estimates only, based upon information available at the date of this Agreement. Final invoices will be based upon Event costs as billed, including labor costs for actual personnel/hours worked and other billable services and equipment provided.

~~(b) **Advance Deposit(s).**~~

~~(i) Prior to the Event, the Rental Client will pay to the Center a non-refundable, non-transferable deposit as outlined on the **Cost Estimate** (the "**Deposit**"). The Deposit will be credited against the final invoice described below.~~

~~(ii) Unless otherwise arranged, the balance as itemized on the attached **Cost Estimate** is hereinafter referred to as "**the Second Deposit**" and shall be payable no later than ten (10) business days prior to the "Load-In" date of event.~~

~~(c) **Payments.** All amounts payable by the Rental Client hereunder shall be due and payable within thirty (30) business days after the date of the applicable invoice, payable in cash, money order, credit card, debit card, business check or by certified bank check and without further notice, statement, deduction or off-set whatsoever. Unless otherwise specified in writing, invoices not paid within 30 days will accrue interest at 1.5% per month.~~

(d) **Cancellation Policy.** In the event that any confirmed date(s) as listed on the **Schedule of Events** are cancelled or postponed by the Rental Client, the Rental Client shall be subject to the terms listed in Exhibit E ("**Cancellation Policy**").

3. PRODUCTION SERVICES; STAFFING AND PERSONNEL POLICIES.

(a) **Control of Facilities.** The Center's President/CEO and/or Vice President of Events and/or other designated staff members of the Center and/or REI Property Management will be in control of the Facilities at all times.

(b) A duly authorized representative of the Rental Client must be present at the Facilities at "Load-In" of the Event through the conclusion of Event.

(c) **Stage Crew and Attendant Services.** All work in connection with any Event must be done under the supervision of, and with

the prior approval of, the Center and the expense of such work will be borne solely by the Rental Client, except as may be otherwise set forth on Cost Estimate. All attendant services will be furnished by the Center, at the sole expense of the Rental Client, except as may be otherwise set forth on the Cost Estimate. The Center will make all arrangements with and negotiate with all attendant services providers or their representatives. The Center uses professional stage crew and other personnel. Wage rates are subject to change - any wage rate increase or change in work rules that occur between the time of the execution of this Agreement and the end of the Event will be payable by the Rental Client, except as may be otherwise set forth on the Cost Estimate. The Center reserves the right to determine crew sizes and work schedules in order to maintain the safety and professional standards of the Center. The Rental Client will comply with the "Meal Break Policies" and other policies set forth in the Exhibit C ("Production Policies") attached hereto.

(d) **Front of House Staffing and Security.** The Center reserves the right to assign all or a combination of the following services to be charged to the Rental Client (except as may be otherwise set forth on the Cost Estimate): House Manager, Event Manager, Ushers and Security which may include a uniformed police officer. The cost for these services will depend upon staff level needs and the service company(s) employed. Overtime will be charged for employees working more than eight (8) hours.

(e) **Rental Client Responsible for its Representatives.** The Center will not be responsible for the Rental Client's Representatives or others under the Rental Client's control and the Rental Client hereby assumes all responsibility and liability for such persons under all applicable federal, state, and local laws, including, but not limited to those relating to taxes, withholding, unemployment compensation or insurance, social security, workers' compensation, disability benefits, employment of minors, employment of individuals requiring visas or working permits.

(f) **Overtime/Double-Time Policy:** Overtime shall be calculated based on actual hours worked in a day/week and not based upon the four-hour minimums in place. After an employee works more than eight (8) hours in a day or forty (40) hours in a week, any additional hours will be charged at the overtime rate. Any hours worked between 1 a.m. and 7 a.m. shall be charged at the applicable double-time rate. Because holidays are not usual and customary event days, any labor so incurred shall be billed at the double-time rate. Holidays include: New Year's Day, Martin Luther King, Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Wednesday, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day and New Year's Eve.

4. INTELLECTUAL PROPERTY RIGHTS.

(a) **Rental Client Responsible.** The Rental Client will be solely responsible to obtain all necessary rights and pay all costs arising from the use of patented or copyrighted materials, equipment devices, processes of dramatic rights used or incorporated in the conduct of each Event in connection therewith. The Rental Client will be solely responsible for obtaining any and all necessary public performance rights and/or pay licensing/royalty fees for any and all performances (e.g., licensed theatrical performance rights and/or licensed concert performance royalties such as ASCAP, BMI, SESAC). The Rental Client will secure, at least fifteen (15) days prior to each production run, any and all consents, licenses, certificates, permits that may be required for any Event and/or for use of any motion picture, television, radio broadcasting or recording, and/or for use of machines or equipment in connection therewith. The Rental Client will indemnify the Center for all Losses (as hereinafter defined) that may be incurred by the Center or any other person in connection with any of the foregoing, as provided for in Section 5 below.

(b) **Recording or Broadcasting of Events.** Excluding commercial projects subject to terms and conditions as may be mutually agreed upon, photographing, audio/video recording, broadcasting and/or telecasting of the Event rehearsal, or parts thereof, by the Rental Client will be permitted; provided, however, that these activities shall be subject to any conditions, limitations, performance rights, licensing requirements, etc. that may be applicable under other terms of this Agreement or any other third-party agreement.

5. LOSSES OR DAMAGE; INDEMNITY; ETC.

(a) **Standard of Care; Compliance with Laws and Regulations.** The Rental Client will use the Facilities and conduct all of its activities in connection with the Event in a careful, safe, lawful and proper manner and will be solely responsible for all Losses (as defined below) that may be incurred by the Center by reason of any act or omission by the Rental Client or its representatives, contractors, invitees or licensees (collectively, the "Rental Client Representatives"), including, without limitation, any bodily injury (including death) or property damage to the Facilities or any part of the Building caused by an act or omission any Rental Client Representative, including any person admitted to the Building for the Event.

(b) The Rental Client will be responsible to cause all Rental Client Representatives to abide by the rules and policies of the Center described herein as well as all laws, rules and regulations of federal, state and municipal governmental and regulatory authorities applicable to the use and occupancy of the Facilities, and to ensure that the Rental Client Representatives will not engage in any activity or take any action that would adversely affect the insurance coverage or the rating for insurance for the Building, or which would result in a breach of any union contract or labor agreement covering any person or persons performing work, labor, or providing services at the Building.

(c) **Insurance.** The Rental Client must maintain in full force and effect a policy of general public liability insurance against liability for bodily injury (including death) or property damage in or about the Building, for not less than \$1,000,000 combined single limit for bodily injury (including death) and \$1,000,000 for property damage (or such other amount as the parties may otherwise agree). Not later than fifteen (15) days prior to the Rental Client's first use of the Facilities, the Rental Client must deliver to the Center a current certificate of insurance demonstrating that the foregoing insurance is in place and naming the Center For The Performing Arts and the City of Carmel as additional insured.

(d) **Licenses and Permits.** In addition, the Rental Client will obtain from the City of Carmel, Indiana, any other necessary governmental or regulatory bodies any licenses or permits that may be required in connection with the Event and will deliver copies to the Center at least fifteen (15) days prior to the Rental Client's first use of the Facilities.

(e) **Indemnity.** The Rental Client hereby agrees to indemnify and hold harmless the Center and its directors, officers, employees, affiliates, agents and representatives, from and against any liability, loss, damage, claim, cost or expense (including, without limitation, expenses of investigation and defense, penalties and reasonable attorney's fees and disbursements), liens or other obligations of any nature whatsoever (collectively, "Losses"), incurred by any of them and arising out of or based upon:

- (i) any breach of this Agreement by the Rental Client or any Rental Client Representative;
- (ii) any bodily injury (including death) or property damage in or about the Building caused by any act or omission of the Rental Client or any Rental Client Representative;
- (iii) the use of any intellectual property by the Rental Client as provided for in Section 4 above; or
- (iv) any other act done, omission, or words spoken by the Rental Client or any Rental Client Representative.

(f) **Offset Rights.** Without limitation of the Center's other rights and remedies, the Rental Client agrees that the Center may withhold and retain the Deposit any Losses incurred by the Center and for which the Rental Client is responsible hereunder.

(g) **Liability of the Center.** The Rental Client agrees that, except as set forth in Section 6(d) below, neither the Center nor any of its directors, officers, employees, affiliates, agents and other representatives, shall have any liability to the Rental Client, any Rental Client Representative or any other person in any way relating to or arising out of the Event or the matters to which this Agreement relates, except to the extent that it shall have been finally determined that the same resulted from the Center's own gross negligence or willful misconduct.

6. DEFAULT AND TERMINATION.

(a) This Agreement may be terminated:

- (i) by the Center, if the Rental Client fails to pay any amount required to be paid under this Agreement when due, or otherwise breaches or fails to observe any term, condition, or covenant of this Agreement;
- (ii) by the Center, if the Rental Client ceases to conduct its business, liquidates or dissolves, becomes subject to any bankruptcy or other insolvency proceeding, or is known to be experiencing insolvency or material credit issues in the course of its business with other creditors;
- (iii) by the Center, if the Rental Client's actions or inactions with respect to securing rights of any kind or nature to conduct the Event create any actual or potential liability for the Center.
- (iv) by either party, if the Facilities or Building are destroyed, severely damaged or otherwise rendered unfit for Events for any reason other than a breach of the Agreement by the terminating party

(b) In addition, if any Event shall, in the sole judgment of the Center, be prevented, interrupted or interfered with by severe weather, a crime, action or declaration by the police or other public authorities, pandemic, epidemic, a strike or labor dispute, or any other cause beyond the reasonable control of the Center, then the Center shall have the right, at its option, to terminate this Agreement either in its entirety or with respect to the affected Events.

(c) In the event of any termination of this Agreement pursuant to Section 6(a) above, the terminating party shall forthwith give written notice thereof to the other party and this Agreement shall terminate, and the transactions contemplated hereby shall be

abandoned, without further action by either or the parties hereto.

(d) If this Agreement is terminated, all rights of the Rental Client to use the Facilities for the Event or part thereof affected will immediately cease and the Center will have the right to license the use of the Facilities for other purposes.

(e) No termination of this Agreement will relieve the Rental Client from liability for any breach of this Agreement which occurred prior to such termination or will terminate the Rental Client's indemnification and other obligations under Section 6 hereof. If this Agreement is terminated by the Center pursuant to Section 6(a)(i), (ii) or (iii), the Rental Client will remain liable to the Center for all Losses caused thereby.

(f) If this Agreement is terminated by either party pursuant to Section 6(a)(iv) or by the Center pursuant to Section 6(b), then the Center will refund a pro rata portion of any fees previously paid by the Rental Client pursuant to the terms of this Agreement applicable to the cancelled Event, and the Center shall have no further liability hereunder or otherwise. In no event will the Center be responsible for any consequential, incidental or indirect damages, lost profits, special or exemplary damages or other similar damages of any type.

(g) Neither the Center nor the Rental Client shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of any event or circumstance referred to in Section 6(b) or any other similar event or circumstance, including curtailment of transportation facilities, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of sabotage or any other circumstances for which it is not responsible or which are not within its reasonable control.

(h) No failure or delay on the part of either party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. Except as otherwise set forth in Section 6(f), all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

7. FORCE MAJEURE

Force Majeure clause shall provide protection to both Rental Client and Center in the event that the Event is prevented due to an Act of God / "Force Majeure Event" beyond the reasonable control of a Party to this agreement. If such bona fide "Force Majeure Event" conditions exist, then each party shall be relieved of its obligations hereunder with respect to the Event so prevented on account of such cause. If such is the case, neither the Rental Client nor the Center shall be under any obligation to present the Event at a different time, except that upon mutual agreement of parties, the Rental Client shall use its best efforts to re-schedule the Event within a 12-month period on the same terms and conditions set forth herein, subject to Rental Client's availability and Venue's available dates.

"Force Majeure Event" shall mean any one or more of the following acts or conditions that make any Event by Rental Client contemplated by this Agreement impossible, infeasible or unsafe:

Acts of God; act(s) or regulation(s) of any public authority or bureau; pandemic, epidemic; civil tumult; act(s) of the public enemy; act(s) or threats of terrorism; insurrections; riots or other forms of civil disorder in, or around, the Event venue; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other similar or dissimilar causes beyond the control of Rental Client which make any Event contemplated by this Agreement impossible, infeasible or unsafe.

8. MISCELLANEOUS AND GENERAL

(a) **Miscellaneous.** Each party hereto shall pay its own expenses incident to preparing for, entering into and carrying out this Agreement and the transactions contemplated hereby. This Agreement (including its Exhibits) constitutes the entire agreement, and supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

This Agreement may be modified or amended only by a written instrument duly executed and delivered by each of the parties hereto (except as otherwise provided in the second paragraph hereof with respect to certain Exhibits).

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto and their respective successors and permitted assigns.

The covenants and agreements of the parties contained in this Agreement shall survive the execution and delivery of this Agreement

and the consummation of the transactions contemplated hereby. This Agreement shall be governed by and construed in accordance with the law of the State of Indiana, without regard to the conflicts of laws principles thereof. Any action brought by either party relating in any way to this agreement shall be brought in the state court located in Hamilton County, Indiana.

In the event that it becomes necessary for any party to bring legal action against to enforce this agreement or any provision thereof, the prevailing party shall be entitled to recover the reasonable costs and attorney's fees incurred by the party in enforcing this agreement.

This Agreement may be executed in the original or by fax or electronic transmission of a .PDF file containing an executed signature page, in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

(b) **No Assignment by Rental Client.** The Rental Client may not assign or delegate this Agreement or any interest therein to any other person without the prior written consent of the Center in its discretion.

(c) **Independent Contractors.** The Center and the Rental Client are independent contractors and neither this Agreement nor any act of the parties hereto shall be construed as creating or establishing a partnership, joint venture or association of any type between the Center and the Rental Client.

(d) **Notices.** All notices given or made pursuant to this Agreement will be in writing and will be deemed to have been duly given on the date delivered, if delivered personally, on the fifth business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date delivered by electronic transmission to the fax numbers specified below with follow-up telephone confirmation of receipt (or at such other address or fax number for a party as may be specified by notice given in accordance with this Section): (a) if to the Center to the Center's President/CEO and/or Vice President of Event Production, at the Center For The Performing Arts, 1 Carter Green, Carmel, Indiana 46032, fax number: (317) 574-1862; and (b) if to the Rental Client, to the Rental Client at its address for notices set forth in the Schedule of Events.

Notice Sent by Email Shall be Accepted, in Accordance with, and Subject to the Following Policy. Electronic Transmission of Notice by email shall require an Acknowledgement of Receipt by the receiving party for such transmission to be considered to have been delivered. An Acknowledgement of Receipt may be in the form of an email reply, or other such written notice. Such Acknowledgement of Receipt shall be made by recipient without undue delay; however, it remains the Sender's responsibility for any follow-up action that may be necessary to ensure that such Electronic Transmission of Notice has actually been received by the intended party. In any case, the absence of an Acknowledgement of Receipt shall be deemed to mean that such Electronic Transmission of Notice was not received.

(e) **Confidential Information.** The Rental Client agrees that this Agreement and the terms hereof shall be kept strictly confidential by the Rental Client and neither the Rental Client nor Rental Client Representative(s) will disclose or use, in any manner, this Agreement or any other confidential or proprietary information concerning the Center or its operations unless expressly authorized in writing by the Center or as required by applicable law or legal process (in which case the Rental Client shall first advise the Center of such requirement and the parties will work together to limit the scope of such disclosure).

(f) **Binding Agreement.** This Agreement shall not be binding upon the Center, and the Facilities are not secured for any of the dates described herein, until this Agreement has been signed by both the Center and the Rental Client and any required Deposit has been duly received by the Center on or prior to the "Due Date" as set forth in the Cost Estimate.

(g) **Waiver of Jury Trial.** Each party hereto hereby irrevocably waives any right to have a jury participate in resolving any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby.

(h) **IRS Form W-9.** In the event a refund is due to Rental Client, the Center will require Rental Client to have a current IRS Form W-9 on file.

(i) **Sales Tax Exemption.** If Rental Client is a tax-exempt, non-profit organization, an IRS designation letter and/or Indiana tax exemption letter must be provided with the return of the signed contract. Otherwise, the for-profit facility rental rate in effect and 7% Indiana State Sales Tax shall be due.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

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

For:

The Center For The Performing Arts, Inc.

By:

Name: Ramona C. Adams

Title: Vice President of Events

Date:

Rental Client:

By:



Name: Jim Brainard

Title: Mayor

Date: 11/16/2022

EXHIBIT A

General Rules & Policies of the Center

- a. Rental Client, Rental Client Representatives, and all guests attending the events will be required to follow the Center's policies for safety and health including, but not limited to, COVID-19 protocols in place at the time of the event.
- b. The Center is a non-smoking facility in all areas.
- c. Beverages may be consumed within the Theater(s) or Venue; however, no food may be consumed in the Theater(s) or Venue unless previously approved or sold by the Center.
- d. The Rental Client agrees that it will not practice, advocate or permit discrimination and admission to and seating for all Events will be without regard to race, color, age, sex, sexual orientation, religion, national origin, disabilities, or any other unlawful discriminatory standard.
- e. No collections or solicitations may be made in or about the Building by or on behalf of the Rental Client without the express written consent of the Center.
- f. The Center, or the Center's authorized concessionaire, has the exclusive right, at all times, and wherever it desires to sell or distribute any and all food, beverages, and services during the Event.
- g. The Center may, in its sole discretion, allow the Rental Client to sell souvenir books, recordings, or related event merchandise articles, provided such activities are restricted to designated areas in the Building, and that such privilege is subject to revocation by the Center. When permission is granted, all concessions will be administered under the policies of the Center. It is the responsibility of the Rental Client to remit applicable sales taxes/corresponding reports to the appropriate taxing authorities. A revenue split will be as follows:
 - i. Soft Goods: 80% to Rental Client, 20% to the Center
 - ii. Recorded Media: 90% to Rental Client, 10% to the Center
- h. The Center, or any person authorized by the Center, may at any time and from time to time during the Event install and maintain in the Facilities such exhibitions and displays as selected by the Center, provided that such exhibitions and displays do not obstruct fulfillment of the terms of this Agreement or conflict with any policies/restrictions of REI Property Management.
- i. Photographs taken at the Venue for personal use are permitted. All photographs that will be submitted for publication require the prior written approval of the Center.
- j. Rental Client must provide advance notice to the Center regarding delivery and pickup schedules for items and services not contracted through the Center. All associated costs will be the responsibility of the client. The Center is not responsible for items ordered outside of Agreement or for ensuring safety of said items. Items may be delivered between 9 a.m. and 5 p.m. Monday – Friday. All items carried into or out of the Theater(s) or Venue are subject to inspection by the Center. Client must provide contact information for all outside vendors no later than ten (10) days prior to event.
- k. Rental Client must obtain approval from the Center for all decorations, including placement, before the event. All décor and signs must be freestanding. All décor shall be removed by the Rental Client immediately following the Event. The Center will not be responsible for décor left after the Event. Violation of this provision shall result in a mandatory \$500 cleaning fee to be paid by the Rental Client.

I have read and understand the policies on Exhibit A JB

Marketing & Advertising Policies

- a. Promotional material is subject to general review by the Center's Director of Marketing to ensure compliance with the Center's standards/policies for accuracy and content. Said review may include advertising/promotional/publicity materials, posters, etc. to be used in connection with Event(s). Said review shall be completed prior to proposed use of said materials, and references therein to the Center may be abridged, modified or rejected by the Center at its discretion without liability to Rental Client.
- b. Rental Client may design and print an Event program solely at Rental Client's cost and expense. Any such program shall be subject to review and approval by the Center as provided for above.
- c. The name(s) "The Center For The Performing Arts," "The Palladium," "The Tarkington," and/or "The Studio Theater" may not be incorporated as part of the Event title billing of any performance, event, or work performed, without express written permission of the Center.
- d. Event title billing may not contain any Rental Client sponsor.
- e. Posting of Materials (Restrictions/Penalties):
 - (i) No signs, posters, cards, banners, flags, or decoration may be posted or displayed in, on, or about the Building without the express prior consent of the Center.
 - a. Brochures, handbills, literature or other promotional material for which permission is granted may be displayed in specified rack location(s) in the Box Office lobby and in such a manner as may be specified by the Center. The Rental Client is solely responsible for maintenance/restocking of these materials. Outdated materials will be subject to removal at the discretion of the Center.
 - b. If a poster or any other item is attached to a door/wall or any other interior/exterior surface with tape or other adhesive material resulting in damage, the Rental Client will be responsible to pay the full contractor cost for the complete and proper repair of the damage. A damage escrow in an amount sufficient to cover any estimated repair costs may be withheld from the deposit and/or ticket sales proceeds. Any applicable damage charges will be deducted from the amounts held in escrow and the remainder will be paid to the Rental Client promptly after the completion of all repairs.

I have read and understand the policies on Exhibit B

JB

Production Policies

- a. Prior to each Event "Load-In," meeting(s) with the Center's Production Department are mandatory, unless this requirement is waived by the Center's Director of Production. Such meetings must occur a minimum of seven (7) days prior to "Load-In."
- b. Because holidays are not usual and customary event days, any labor so incurred shall be billed at the double-time rate. Holidays include: New Year's Day, Martin Luther King, Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Wednesday, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day and New Year's Eve. Violation of the 5-hour production labor rule will result in twice the double-time rate.
- c. **Production Equipment:** Production equipment may be operated only by personnel approved by the Center. The Rental Client will not permit any of its Representatives to use or operate any equipment of the Center without the Center's prior consent including, without limitation, sound, rigging, lighting, stage lifts, catwalks, and tools. The Event space is available for assembly, but construction and painting are not permitted on site. The Rental Client will be solely responsible for the cost of repair or replacement of any equipment damaged by the Rental Client's Representatives.
- d. **Rental Client Equipment:** If the Rental Client supplies any of its own equipment, the Rental Client is solely responsible for the functionality and compatibility of its equipment. Any wireless gear must comply with applicable laws and regulations regarding available frequencies for entertainment use. In addition, all connections/adapters/rack snakes, etc., which are needed to interface properly with the Center's house systems, must be supplied by the Rental Client. The Center will not be responsible for the setup, maintenance, troubleshooting or repair of any of the Rental Client's equipment.
- e. The Center reserves the right to refuse in any and all locations the use of any equipment, materials or other items that are deemed not to be safe, appropriate or suitable in the Center's sole discretion.
- f. The following two (2) items are restricted from all Venues at the Center:
 - i. Pyrotechnics
 - ii. Open Flames
- g. The following restrictions apply only to the Palladium, and not the Tarkington or the Studio Theater:
 - i. Helium Balloons
 - ii. Confetti
 - iii. Glitter (On Backdrops)
 - iv. Bubbles (Machines)
 - v. Artificial Snow
 - vi. Silly String
 - vii. Screws, Nails, Bolts, and Drilling into Platform/Stage Surface
- h. **Five-Hour/Meal Break Policy:** Unless the Center consents to the contrary, the Rental Client will not cause stagehands or other personnel furnishing services to work during specified lunch and dinner hours or any part thereof. The house crew/technician(s) is to be given a meal break no later than after each five (5)-hour period of work. The meal break may occur at a point earlier than five (5) hours; it may be scheduled in accordance with the most efficient and cost-effective schedule that may be determined. There are two (2) options to fulfill the meal break requirements:

One-Hour Meal Break with Personnel off the Time Clock:

- A one-hour meal break is to be given with the premise that the crew/technician will/may leave the premises for their "lunch hour."
- Under this scenario, all work in the primary Events space must cease during the one-hour meal break period. If desired,

company personnel may remain on-site in the backstage support area rehearsal rooms/dressing rooms and continue activities in these areas only.

- Note: In the event that there are two (2) Center crew members present on a work call, the meal break can offset. For example, Person No. 1 would leave for their one (1)-hour meal break while Person No. 2 would stay on duty. Person No. 1 would break at four (4) hours and Person No. 2 would break at five (5) hours upon the return of Person No. 1. In this scenario, work in the primary Event space does not stop.

Thirty-Minute Meal Break with Meal Provided and Personnel Remaining on the Time Clock:

- With this option, a meal is provided to the crew/technician that would be consumed on-site during a thirty (30)-minute meal break period while they remain on the time clock. In other words, during the thirty (30)-minute period the person would be paid to eat the meal provided for them.
- If this option is chosen, work by Rental Client personnel may continue in the primary Event space during this period, with the crew/technician essentially "on-call" during their meal break period in the event any emergencies or significant problems/issues arise.
- Note: Under this scenario, the Center will arrange for meal delivery for all crew on-call. All receipts for meals incurred during an event will become part of the final invoice.

Five-Hour/Meal Penalties:

- If the meal break requirements as outlined above are not fulfilled, then a penalty scenario results in effective hourly charges that are two (2) times the prevailing rate (i.e. the prevailing labor rate charge plus the penalty assessed at 1x the prevailing rate).
- Note that penalty rates stay in effect until a remedy is provided to end the penalty scenario. In other words, the penalty is not just one (1)-hour, rather, the penalty stays in effect until a sixty (60)-minute break is provided, or a thirty (30)-minute break with a meal is provided.

I have read and understand all policies on Exhibit C JB

Catering and Bar Service Policies

- a. The **Approved Caterers** for the Center are:
- A Cut Above Catering, www.acutabovecatering.com
 - 317 Charcuterie, www.317charcuterie.com
 - Jonathan Byrd's Catering, www.jonathanbyrds.com
 - Kahn's Catering www.kahns catering.com
 - Ritz Charles www.ritzcharles.com
 - Sweet & Savory Catering, www.sweetsavorycatering.com
- b. All food and beverages for events must be provided by separate agreement between the Rental Client and one of the above-listed Approved Caterers. The Rental Client must arrange with chosen caterer to provide furniture, equipment, linens, tents and other items needed for the ancillary event. Under no circumstance shall the Rental Client provide their own caterer. Caterer may require a minimum spend within the contract.
- c. Food must accompany alcoholic beverages at all events.
- d. The catering agreement with all Approved Caterers covers all spaces within the entire campus of the Center: the Palladium, the Tarkington and/or the Studio Theater, along with related support spaces/function rooms.
- e. All arrangements for bar service must be directed to the Center's Director of Beverages, Lisa Hillard; Telephone: 317-819-3492, Email: lhillard@thecenterpresents.org
- f. In the event that beverages are donated, then approval from local/state liquor control for any proposed donated alcoholic beverages must be directed to the Center's Director of Beverages.
- g. Catering and bar pricing subject to change.
- h. For each bar requested, there will be a \$250 bar set-up fee and a minimum expenditure of \$500, exclusive of Indiana sales tax and service charge in effect at the time of the event.

I have read and understand all policies on Exhibit D JB

Cancellation Policy

- a. In the event that any confirmed date(s) as listed on the attached Schedule of Events are cancelled or postponed by the Rental Client, then a cancellation fee, as outlined below, shall be payable to the Center. Such cancellation notices must be provided in writing in accordance with the provisions of Contract Section 8(d).
- b. In the event that any confirmed date(s) are cancelled or postponed by the Rental Client:
- Six (6) weeks prior to the first scheduled Event date, 25% of the total facility rent shall be due to the Center within ten (10) business days of cancellation notice.
 - Four (4) weeks prior to the first scheduled Event date, 50% of the total facility rent shall be due to the Center within ten (10) business days of cancellation notice.
 - Two (2) weeks or closer to the first scheduled Event date, 100% of the total facility rent and any subsequent cancellation fees for third party vendor arrangements shall be due to the Center within ten (10) business days of cancellation notice.

I have read and understand all policies on Exhibit E JB

EXHIBIT F

Schedule of Events

Venue: Tarkington Lobby, Tarkington Theater

Facility Rental Client: City of Carmel

Event: MLK, Jr. Day Program

<u>Date</u>	<u>Hours</u>	<u>Space(s)</u>	<u>Function(s)</u>
1/16/2023	TBD	Tarkington Lobby	MLK, Jr. Day Program
1/16/2023	TBD	Tarkington Theater	MLK, Jr. Day Program

I have read and understand all policies on Exhibit F JB

FOR THE PERFORMING ARTS

HOME OF  *The Great American
Songbook Foundation*
Michael Feinstein, Founder

ESTIMATE

Tuesday, October 11, 2022

Reservation: account-237-1091-65-45094 Group: City of Carmel

Event Name: MLK, Jr. Day Program One Civic Square,

Event Date: Monday January 16 2023 Carmel, IN 46033

Estimated Attendance: 0 ATTN: Nancy Heck

Thank you for your interest in the Center for the Performing Arts!

Booking / Details

Rental Space

1/16/2023	Tarkington Lobby	\$0.00
1/16/2023	Tarkington Theater	\$2,250.00
Discounts		(-\$2,250.00)
Rental Total		\$0.00

Linens

Date/Time	Items	Quantity	Price	Cost
1/16/2023	Black Spandex Linen - 6' Banquet Tables (3) in Tark Lobby (1) on Tark Stage	4	\$5.00/Each	\$20.00
Linens Total				\$20.00

Production-Video

Date/Time	Items	Quantity	Price	Cost
1/16/2023	Projector & Screen (1) 12K Lumen Panasonic Laser DLP HD Projector (1) 7'6" x 13' Front Projection Screen	1	\$2,000.00/Each	\$2,000.00
Production-Video Total				\$2,000.00

Front of House Services

Date/Time	Items	Quantity	Price	Cost
1/16/2023	Event Coordinator Schedule subject to change after final planning.	1.0 x 5 Hour	\$49.00/Hour	\$245.00

1/16/2023	House Manager Schedule subject to change after final planning.	1.0 x 4 Hour	\$49.00/Hour	\$196.00
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Front of House Services Total \$441.00

Production

Date/Time	Items	Quantity	Price	Cost
1/16/2023	Audio Engineer Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Lead Audio Engineer Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Lead Video Engineer Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Lighting Director Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Production Supervisor For projection install on Friday, Jan. 13.	1.0 x 4 Hour	\$45.00/Hour	\$180.00
1/16/2023	Production Supervisor For Strike on Tuesday, Jan. 17.	1.0 x 4 Hour	\$45.00/Hour	\$180.00
1/16/2023	Production Supervisor Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Stage Manager Double Time Rehearsal and show on Monday, Jan. 16. Double time rate reflects Holiday pay.	1.0 x 8 Hour	\$90.00/Hour	\$720.00
1/16/2023	Stagehand For projection strike on Tuesday Jan. 17.	2.0 x 4 Hour	\$29.00/Hour	\$232.00
1/16/2023	Stagehand For projection install on Friday, Jan. 13.	2.0 x 4 Hour	\$29.00/Hour	\$232.00

Discounts (- \$4,680.00)
Production Total \$464.00

Security

Date/Time	Items	Quantity	Price	Cost
1/16/2023	Security Guard	1.0 x 4 Hour	\$20.00/Hour	\$80.00
1/16/2023	Uniformed Police Officer	1.0 x 4 Hour	\$60.00/Hour	\$240.00
			Security Total	\$320.00

TOTALS

			Subtotal	\$10,175.00
DISCOUNTS			Total Discount(s)	(- \$6,930.00)
In-House Staff included in 1 of 4 comp rentals for 2023 -				
\$4,680.00 (100 %)				
1 of 4 comp rentals for 2023 - \$2,250.00 (100 %)				
			Tax Total	\$0.00
			Grand Total	\$3,245.00

~~First deposit (non-refundable/non-transferable) of \$1,000 is due with signed contract.~~

~~Second deposit (remaining balance) due 10 business days before event unless box office is holding enough funds, in escrow, from ticket sales.~~

Please make checks payable to The Center for the Performing Arts and mail to: 1 Carter Green, Carmel, IN 46032, Attention: Ramona Adams, Vice President of Events.

To pay by credit card, call Ramona at (317) 819-3526.

The Center for the Performing Arts will implement and adhere to COVID-19 Guidelines in place at the time of the Event.

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
106950

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
11/2/2022			357616	

CENTER FOR THE PERFORMING ARTS, INC

COMMUNITY RELATIONS

VENDOR ONE CENTER GREEN
ATTN: JEFF MCDERMOTT
CARMEL, IN 46032 -

SHIP TO
1 CIVIC SQ
Carmel, IN 46032-

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70329				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
Department: 1203 Fund: 101 General Fund				
Account: 43-590.03				
1 Each		FACILITY RENTAL AND PROFESSIONAL SERVICES FOR EVENTS	\$3,245.00	\$3,245.00
			Sub Total	\$3,245.00

Send Invoice To:
COMMUNITY RELATIONS

1 Civic Square
Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
				\$3,245.00

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 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

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

ORDERED BY

Nancy S Heck

Nancy Heck
Director

TITLE

CONTROLLER

CONTROL NO. 106950

RESOLUTION NO. BPW 12-07-22-02

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

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

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

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

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

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

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

2. The receipt of the Contract is hereby acknowledged.

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

SO RESOLVED this 7th day of December, 2022.

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: _____

CC&T Construction, Inc.
Street Department - 2022
Appropriation #2201 2201 43-502.00 Motor Vehicle Highway Fund; P.O. #106985
Contract Not To Exceed \$143,600.00



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

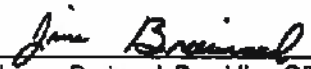
THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and CC&T Construction, Inc., (the "Vendor"), as City Contract dated May 6, 2022 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent 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

CC&T Construction, Inc.

By:


James Brainard, Presiding Officer
Date: 11-18-2022

By:


Authorized Signature

Tony Page
Printed Name

President
Title

FID/TIN: 35-1773157

Date: 11/18/2022

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Exhibit A

CC&T Construction Co., Inc.

PUBLIC BID TABS					
City of Carmel Street Department					
22 STR-14 Concrete Pave					
Item #	Item	Quantity	Unit	Unit Cost	Total Cost
1	Concrete Street Pave	1,200.00	SYS	105.00	126,000.00
2	Compacted Aggregate Base, #51, 6" Street Pave Base	140.00	TON	80.00	14,400.00
3	High Early 2% per Cu. Yd	300.00	CU. YD	16.00	3,200.00
Totals					

Total: \$143,600.00

2022 Concrete Panels

Subdivision	Address	Concrete Type	Total SYS
Mohawk Crossing	4072 Jennings Dr	Rollcurb	51.3
Mohawk Crossing	4072 Jennings Dr	Panels	6.3
Mohawk Crossing	4072 Jennings Dr	Panels	75
Mohawk Crossing	4985 Rockne Ct	Panels	22.2
Mohawk Crossing	12820 Limberlost Dr	Panels	14.6
Mohawk Crossing	12907 Limberlost Dr	Panels	64
Mohawk Crossing	12958 Limberlost Dr	Panels	17.3
Mohawk Crossing	4981 Limberlost Trce	Panels	24.4
Mohawk Crossing	12961 Harrison Dr	Panels	80
Mohawk Crossing	12966 Harrison Dr	Panels	30
Mohawk Crossing	12831 Harrison Dr	Panels	21.6
Mohawk Crossing	12835 Harrison Dr	Panels	42.6
Mohawk Crossing	12835 Harrison Dr	Panels	3.3
Mohawk Crossing	12869 Harrison Dr	Panels	10
Mohawk Crossing	12869 Harrison Dr	Panels	10
Mohawk Crossing	12883 Harrison Dr	Panels	101.7
Mohawk Crossing	12891 Harrison Dr	Panels	33.7
Mohawk Crossing	12891 Harrison Dr	Panels	23.3
Mohawk Crossing	12891 Harrison Dr	Panels	13.3
Mohawk Crossing	4768 Cole Porter Ln	Panels	34.7
Mohawk Crossing	4768 Cole Porter Ln	Rollcurb	11.3
Mohawk Crossing	12901 Harrison Dr	Panels	24
Wilson Village	20 Shady Ln	Panels	17.3
Wilson Village	20 Shady Ln	Rollcurb	9.7
Wilson Village	22 Shady Ln	Panels	118.7
Wilson Village	17 Shady Ln	curb	40
Wilson Village	17 Shady Ln	Panels	70
Wilson Village	17 Shady Ln	Panels	60
Wilson Village	23 Shady Ln	Panels	6
Wilson Village	24 Shady Ln	Panels	24.8
Wilson Village	25 Shady Ln	Panels	97.7
Wilson Village	26 Shady Ln	Panels	15.5
Wilson Village	27 Shady Ln	Panels	37.3
Total SYS			1,211.60

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
35-6090972

Page 1 of 1

PURCHASE ORDER NUMBER

106985

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

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
11/16/2022			033150	
VENDOR				
CC & T CONSTRUCTION INC		Street Department		
5051 PROSPECT ST		SHIP TO 3400 W. 131st Street		
		Carmel, IN 46074-		
INDIANAPOLIS, IN 46203		Matt Higginbotham (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70674				
QUANTITY	UNIT OF MEASURE	DESCRIPTION		UNIT PRICE
				EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-502.00

1 Each

Concrete Panels

\$143,600.00 \$143,600.00

Sub Total \$143,600.00



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. SHIPMENTS CANNOT BE ACCEPTED

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS

*THIS ORDER ISSUED IN COMPLIANCE WITH CHARTER (9. ARTS. 150)

AND ALL AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$143,600.00

*AP 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 SIGNATURE
AND DATE ATTACHED. (HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

CONTROL NO. **106985**

RESOLUTION NO. BPW 12-07-22-04

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

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

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

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

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

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

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

SO RESOLVED this 7th day of December, 2022.

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: _____

APPROVED
 [Signature/Stamp]

bioRxiv preprint doi: <https://doi.org/10.1101/2017.04.27.140749>; this version posted April 27, 2017. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

November 3, 2022

Mr. Sergey Grechukhin
 City of Carmel
 Office of Corporation Counsel
 One Civic Square
 Carmel, IN 46032

RE: Fee Estimate For: Real Estate Appraisal Services
 Project Description: 96th Street Trail - Ditch Rd to Spring Mill Rd

Dear Mr. Grechukhin,

At your request and direction, Volkert, Inc. is pleased to submit this fee proposal to provide Real Estate Appraisal Services for the above referenced project.

The purpose of the appraisal request is to establish the fair market value for land acquisitions needed for the project. Experienced and qualified personnel will perform the procedures and activities essential for the project and requested task services shown below. The tasks will be performed in accordance with applicable federal and/or state laws, the Federal Uniform Act, the Uniform Standards of Professional Appraisal Practice (USPAP), and various manuals and state statutes.

The services provided will include the following:

TASK	# of Parcels	Fee Per Parcel	TOTAL	Notes/Comments
Value Finding - Narrative Appraisal Report	3	\$2,000	\$6,000	Parcels: 1, 2, 3
The Total Fee Estimate:			\$6,000	

PLEASE NOTE: This fee estimate does not include any possible additional fees that may be required if during the course of performing this assignment any complexities or untypical circumstances are discovered which are outside of the scope of work for the above tasks. Volkert will provide notification immediately when any such situation occurs in order to establish the options for completion of the assignment or specific task.

If there are any questions regarding the proposal, please contact me at [317-850-2850](tel:317-850-2850) or jeff.miller@Volkert.com at your earliest convenience. We appreciate the opportunity to provide these services for your upcoming project.

Respectfully submitted,



Jeffrey A. Miller
 Senior Real Estate Project Manager
 Volkert, Inc.

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

106956

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
11/4/2022			376272	20-ENG-11 - 3 Parcels - Appraisal Services

VOLKERT INC
VENDOR PO BOX 7434

City Engineering's Office
SHIP TO
1 Civic Square
Carmel, IN 46032-
Laurie Slick

MOBILE, AL 36670 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70359				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2020 Road Bond

Account: 44-628.71

1 Each	20-ENG-11 - 3 Parcels - Appraisal Services	\$6,000.00	\$6,000.00
		Sub Total	\$6,000.00



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
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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 ACT'S AMENDATORY THEREOF AND SUPPLEMENT THERETO

PAYMENT

\$6,000.00

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

ORDERED BY

Jeremy Kashman
Jeremy Kashman
Director

James Crider

James Crider
Director of Administration

CONTROL NO. **106956**

TITLE
CONTROLLER

PERFORMANCE AGREEMENT

APPROVED
By Sergey Grechukhin at 10:19 am, Nov 22, 2022

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Shannon Gerasimchik, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is cancelled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in, on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, for use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or and City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law; Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regards to or related to the Performance.

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

12. Iran Certification. Pursuant to I.C. § 5-22-16.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. E-Verify. Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

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

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of the Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By:

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Shannon Gerasimchik

("Performer")

By:

Authorized Signature

Shannon Gerasimchik

Printed Name

Title

FID/TI

Last Four of SSN if Sole Proprietor:

Date:

6909

11/22/2022

Exhibit A

Festival of Ice at Center Green SCOPE OF SERVICES

What: The Festival of Ice at Carter Green - Ice Carving Exhibition

Where: Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

- 1- 10 x 10 tent
- 1 - 20 amp independent circuit for power
- 3 blocks of ice provided on pedestal by The Ice Studio
- Stanchions set up
- Color gels
- Bucket of water – City provides
- Bucket of Salt – City provides
- Carvers will clear their own debris

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- 1- 10 x 10 tent with 2 side panels.
- 1- 6ft table for tools
- 1 - 20 amp independent circuit for power
- 4 blocks of ice on pedestal provided by The Ice Studio
- Color gels
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Stage with tables
- Bucket of water – City provides
- Bucket of salt – City provides
- Stanchions set up
- 1 - 20 amp independent circuit for power
- An area will be set up for ice debris and cleared as needed by ice assistants
- Sound and DJ music
- Blocks of ice on pedestal provided by The Ice Studio

EVENT DESCRIPTIONS

Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 - 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon
- Award checks will be mailed to winners

75 blocks of ice will be delivered

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

106971

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		
11/8/2022				372228	ICE CARVING SERVICES FOR FESTIVAL OF ICE		
SHANNON GERASIMCHIK VENDOR 1400 MARCHFIELD WAY COLUMBUS, OH 43204 -					COMMUNITY RELATIONS SHIP TO 1 CIVIC SQ Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS			FREIGHT	
70475							
QUANTITY	UNIT OF MEASURE		DESCRIPTION			UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each	ICE CARVING SERVICES FOR FESTIVAL OF ICE	\$1,600.00	\$1,600.00
	Sub Total		\$1,600.00



Send Invoice To:

COMMUNITY RELATIONS

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

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

* 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.

\$1,600.00

ORDERED BY

TITLE

CONTROLLER

Nancy S Heck

Nancy Heck
Director

CONTROL NO. **106971**

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 The Hoosier Company, Inc., an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. ACKNOWLEDGMENT, ACCEPTANCE

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. PERFORMANCE

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 2201 2201 44-670.99 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 Twenty One Thousand Thirty Six Dollars and Four Cents (\$21,036.04) (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:**

Vendor shall maintain in full force and effect during the term of this Agreement general liability insurance, with an insurer licensed to do business in the State of Indiana, with coverage amounts no less than those applicable amounts set forth in attached Exhibit C.

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
Street Department
3400 W 131st Street
Carmel, Indiana 46074

AND

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

If to Vendor:
The Hoosier Company, Inc.
PO Box 681064
Indianapolis, Indiana 46268

Notwithstanding the above, notice of termination under paragraph 18 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, 2022 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.

The Hoosier Company, Inc.
Street Department - 2022
Appropriation # 2201 2201 44-670.99 Fund; P.D. #106982
Contract Not To Exceed \$21,036.04

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

CITY OF CARMEL, INDIANA

The Hoosier Company, Inc.

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:

Authorized Signature


MICHAEL L. JAEGER

Printed Name

VICE-PRESIDENT OF SALES

Title

FID/TIN: 35-0392360

Date: NOVEMBER 28, 2022



The Hoosier Company Inc.
5421 W. 86th St
Indianapolis, IN 46268
Phone: 317-876-6675
E-Mail: jspires@hoosierco.com

Exhibit A

Quote

Quote #: 14751
Order Date: 11/3/2022
Sales Rep: Josh Coulter

Order Date: 11/3/2022

Billed To:

Account Number: 4160
City of Carmel
Attention: Eric Russel
3400 West 131st Street
Westfield, IN 46071

Ship To:

City of Carmel
Attention: Eric Russel
3400 West 131st Street
Westfield, IN 46071

Reference: Vorteq TMA

Shipping Charges: Included

Notes: N/A

Ord Qty	UoM	Item Code	Description	Unit Price	Total Amount
1.0		Vorteq TMA-15P	Vorteq TMA w/ 15 light Pulsar AB	\$24,950.00	\$24,950.00
Includes 15 lamp pulsar arrowboard, wireless remote, solar power. 6 intermittent strobes with 3 on the strike plate and 3 on the arrowboard					
-1.0		Misc Materials Misc		\$3,913.96	(\$3,913.96)

Credit for Invoice 10822

Total SHIP QTY:	13.0	Sub Total:	\$21,036.04
Total Shipping Weight:	0.000	Tax:	\$0.00
		Shipping:	\$0.00
		Total Due:	\$21,036.04

NOTICE: TMA/TMA availability and production time vary greatly during construction season.
Please contact our office if you require pricing and availability for Affirmative Action.

The Hoosier Company, Inc. is a pre-qualified and certified WBE for Indiana and Missouri. Sales and/or use tax not included. A Tax Exempt Certificate is required for all non-taxable items. Credit Card purchases over \$500.00 will be subject to a 3% processing fee. Freight charges are subject to change based on market conditions at time of shipment. Quote is good for 30 days.

Vorteq™ TL-3 Trailer TMA GENERAL SPECIFICATION

I. GENERAL:

Scope: This specification describes a truck-mounted attenuator (TMA) system for 'mobile work zone' shadow vehicles and 'stationary work zone' barrier vehicles. The TMA system is designed to provide safety protection in the event an errant vehicle collides with the rear of these support vehicles. The TMA safely dissipates the collision energy of typical passenger vehicles traveling at speeds up to 100 km/h (62mph).

Functional benefits of the TMA are:

1. Increased survival rate/lowered injury rate for the occupants of errant vehicles.
2. Reduction in the impact severity for occupants of the shadow or barrier vehicle.
3. Elimination of, or reduction in, the damage to barrier or shadow vehicle.
4. Decreased incident management time.

II. PRODUCT:

All Vorteq Trailer Truck Mounted Attenuators [TMA's] shall be designed and manufactured in accordance with this specification by Energy Absorption Systems, Incorporated, a Quixote Company, of Chicago, Illinois.

The Vorteq Trailer TMA, when properly deployed, shall meet the National Cooperative Highway Research Program Report 350 (NCHRP 350) performance criteria at Test Level 3 (100 km/h) impact severity. The TMA shall meet the NCHRP 350 criteria for the specified mandatory Tests 3-50 and 3-51 as well as optional Tests 3-52 and 53. The TMA shall satisfy the criteria when attached to support vehicles completely restrained from forward and lateral movement during impact.

The Vorteq Trailer TMA shall have inherent features to minimize rotation during offset impacts, thus helping to minimize possible secondary accidents. The TMA shall accomplish anti-rotation by a combination of features such as a trapezoidal impact head, load balancing and self centering shaper vanes, and a collapsible tongue. This system will allow the trailer to act like a normal trailer when trailering and resist rotation when impacted.

The support vehicle roll-ahead distance is affected among other things by the weight of the shadow or barrier vehicle, TMA weight, degree of braking, surface conditions, and errant vehicle collision energy. When equipped with a Vorteq Trailer TMA, an unrestrained support vehicle weighing 4500 kg (9920 lb) typically has a maximum forward skid distance of 8 m (25ft) when positioned on a clean and dry asphalt surface and impacted under Test 3-51 impact conditions with the park brake set and the transmission in second gear. The Vorteq TMA has the capabilities of being used with lighter shadow and barrier vehicles.

Shadow or Barrier Recommended Vehicle Weight

Recommended minimum vehicle weight – 4,500 Kg (9,920 lbs.)

Recommended maximum vehicle weight – No Limitation

The following table lists calculations of roll-ahead distance versus support vehicle weight and type:

**Table T-4 Roll-Ahead Distance for Shadow Vehicles*

Weight of Shadow Vehicle (moving)	Prevailing speed (mph)	Weight of Impacting Vehicle to be Contained*			
		4,500 lbs	10,000 lbs	15,000 lbs	24,000 lbs
10,000 lbs	60-65	100 ft	175 ft	225 ft	275 ft
	50-55	100 ft	150 ft	175 ft	200 ft
	45	75 ft	100 ft	125 ft	150 ft
15,000 lbs	60-65	75 ft	150 ft	175 ft	225 ft
	50-55	75 ft	125 ft	150 ft	175 ft
	45	50 ft	100 ft	100 ft	100 ft
24,000 lbs	60-65	75 ft	100 ft	150 ft	175 ft
	50-55	50 ft	75 ft	100 ft	150 ft
	45	50 ft	75 ft	75 ft	100 ft

Note: Distances are appropriate for shadow vehicles speeds up to 15 mph.

**Table T-5 Roll-Ahead Distance for Barrier Vehicles*

Weight of Barrier Vehicle (stationary)	Prevailing speed (mph)	Weight of Impacting Vehicle to be Contained*			
		4,500 lbs	10,000 lbs	15,000 lbs	24,000 lbs
10,000 lbs	60-65	50 ft	100 ft	150 ft	200 ft
	50-55	25 ft	75 ft	100 ft	150 ft
	45	25 ft	50 ft	75 ft	100 ft
15,000 lbs	60-65	25 ft	75 ft	100 ft	150 ft
	50-55	25 ft	50 ft	75 ft	100 ft
	45	25 ft	25 ft	50 ft	75 ft
24,000 lbs	60-65	25 ft	50 ft	75 ft	100 ft
	50-55	25 ft	25 ft	50 ft	75 ft
	45	25 ft	25 ft	25 ft	50 ft

**Source: "Use of Truck Mounted Attenuators as Water Zones" by Jack B. Housheer, P.E. and T. Darby Sullivan, P.E., University of Tennessee.*

***Weights of typical vehicles:**

Mid-size automobile — 2,250 lbs

Full-size automobile — 3,500 lbs

Loaded 3/4-ton pickup truck — 6,000 lbs

Loaded 1-ton cargo truck — 10,000 lbs

Loaded 4-yard dump truck — 24,000 lbs

III. DESCRIPTION OF SYSTEM:

A. General Assembly

The Vorteq Trailer TMA shall be equipped with a heavy duty, forged 10 Ton lunette eye (pintle ring) to make attachment to, and detachment from, the support vehicle quick and simple. The TMA shall then be capable of deforming and safely absorbing collision energy when impacted by errant vehicles under any of the mandatory or optional TL-3 NCHRP 350 specified test conditions.

B. Major Components:

The Vorteq™ Trailer TMA shall consist of the following components:

1. Impact Head

The Impact Head engages the front end of the errant vehicles effectively preventing under-ride, over-ride, and side-slip past the TMA. The Impact Head deforms the Frame Rails as it is forced forward thereby absorbing collision energy and bringing impacting vehicles to a safe controlled stop. The Impact Head deforms the Frame Rails such that the debris is contained within the width of the TMA thereby preventing an undue hazard to other traffic, pedestrians, or personnel in the work zone.

2. Rear Collar (left / right)

The Rear Collar couples the Impact Head, Frame Rail, and Suspension components. The Rear Collar guides the Frame Rail against the Impact Head as the TMA collapses thereby resisting under-ride, over-ride, and side-slip past the TMA.

3. Frame Rail (upper / lower)

The Frame Rail couples the Rear Collar and Tongue components and provides load-bearing support for the TMA. The Frame Rail provides the principle collision energy absorption for the TMA when it is deformed by the forward movement of the Impact Head.

4. X-Brace

The X-Brace cross ties the Frame Rails reducing their unsupported length and providing increased side load support to the TMA.

5. Tongue

The Tongue couples the TMA to the support vehicle and resists the forces from head-on collisions. The Tongue functions to provide an additional means of energy absorption during offset and angled collisions from errant vehicles.

6. Suspension

The Suspension consists of the axles, wheels, tires, and fenders which support the TMA and allow it to be trailered by the support vehicle.

C. Lights & Visibility

The Vorteq Trailer TMA shall have a trailer lighting assembly per Federal Motor Vehicle Safety Standards (FMVSS) No. 108 "Lamps, Reflective Devices, and Associated Equipment." All components shall be appropriate for their intended purpose under any adoptions issued by the FMVSS, National Highway Transportation Safety Administration (NHTSA), and Society of Automotive Engineers (SAE) for standard practice for electrical lighting. TMA conspicuity tape and reflectors shall be installed following these same established standards as specified by local requirements.

The TMA shall include brake lights, taillights, turn signals and an ICC bar light. An industry-standard 7-pin trailer connector shall be provided to power TMA lighting.

D. Jack

One hand crank jack with swivel caster with a total rated load capacity of at least 910 kg (2000 lbs.) shall be supplied with the TMA to facilitate removing it from a truck for storage.

E. Optional Striping

The surface of the Impact Head facing oncoming traffic shall be capable of supporting a display pattern and color bands as required. The colors shall meet the value and tolerance limits established by MUTCD.

G. Galvanizing

All exposed steel surfaces on the TMA shall be hot dip galvanized after fabrication per ASTM A-123.

H Hardware

The TMA shall be assembled with Commercial Quality bolts, nuts, and washers conforming to ANSI (American National Standard) specifications unless otherwise specified.

IV. WEIGHT AND DIMENSIONS:

	Nominal Length	Max Height From Ground	Max Width	Nominal Weight
English Units	275.0"	30.5"	92.0"	<1300 lb.
Metric Units	6985 mm	770 mm	2340 mm	<590 kg

Tongue weight: 194 kg (300 lbs.) included in total weight

Road Clearance: 14.25"

V. CRASH TEST PERFORMANCE CRITERIA:

The Vorteq Trailer TMA has successfully passed both the mandatory and optional tests contained in the NCHRP Report 350 Test Level 3 guidelines for truck mounted attenuator with the support vehicle restrained from both forward and lateral movement:

NCHRP 350 Test 3-50 - Vehicles with a mass of 820 kg (1,808 lb.) impacting straight into the rear of the TMA at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less and an occupant ridedown acceleration of 20 g's or less.

NCHRP 350 Test 3-51 - Vehicles with a mass of 2000 kg (4,410 lb.), impacting straight into the rear of the TMA at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less and an occupant ridedown acceleration of 20 g's or less.

NCHRP 350 Test 3-52 - Vehicles with a mass of 2000 kg (4,410 lb.), impacting straight into the rear of the TMA with an offset of W/3 with respect to the TMA centerline at 100 km/h (62 mph) shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less and an occupant ridedown acceleration of 20 g's or less.

NCHRP 350 Test 3-53 – Vehicles with a mass of 2000 kg (4,410 lb.) impacting at 10 degrees into the rear of the TMA at 100 km/h (62 mph), and an offset of W/4 at an angle of 10 degrees with respect to the TMA centerline, shall remain upright with a theoretical occupant impact velocity of 12 m/s (39 fps) or less and an occupant ridedown acceleration of 20 g's or less.

Following any of these tests, the impacted TMA shall remain attached to the support vehicle at the pintle hook even when the support vehicle has been constrained from both forward and sideways movement.

When impacted no portion of the TMA shall protrude over, under, or around the sides of the support vehicle and thereby risk damaging it during these impacts. Likewise any TMA debris from these impacts shall be contained to a distance of 2600 mm (8'-6") or less to either side of support vehicle centerline. No TMA debris from any these impacts shall become detached or contain shards of metal that present an undue hazard to other traffic, pedestrians, or personnel in the work zone.

Further, the TMA shall not impede the line-of-site of either an Arrowboard or Message Board mounted on the support that has been installed per the Manual on Uniform Traffic Control Devices (MUTCD) guidelines at a height of 2135 mm (7'-0") to the bottom of board. Lastly, the impacted TMA shall be capable of being safely transported a short distance off the road essentially intact after these impacts. For Tests 3-50 and 3-51 the impacted unit should be able to be towed away from the impact scene by the support vehicle without dragging or the need for a secondary vehicle. If necessary the TMA damage from these impacts shall be capable of being refurbished using simple hand tools and replacement parts.

Certified test results and associated test reports and films produced in compliance with NCHRP Report 350 procedures shall be submitted, upon request, showing that the Vorteq Trailer TMA conforms to the performance criteria in this specification.

VI. DURABILITY TESTING:

A. Road Test:

The Vorteq Trailer TMA shall be subjected to an accelerated road durability test that simulates actual in-service use. The road test shall cover a minimum of 16,000 km (10,000 miles) on representative roadways and in representative traffic conditions.

B. Speed Bump Test:

The Vorteq Trailer TMA shall be subjected to a speed bump test to determine durability of the TMA. The results of the bump test program will be documented in a detailed test

report.

The bump test shall consist of mounting the TMA to a support vehicle and traversing two 1 ½" speed bumps anchored 50 feet apart at various speeds. The TMA is to be towed at the worst case speed over the speed bumps 100 times.

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

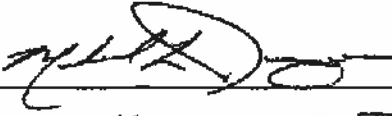
AFFIDAVIT

MICHAEL L. JAEGER, 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
THE HOOSIER COMPANY, INC. (the "Employer")
in the position of VICE PRESIDENT OF SALES.
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 28TH day of NOVEMBER, 2022.


Printed: MICHAEL L. JAEGER

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: JAMES E. NORDHOFF
COMPTROLLER

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
106982

THIS NUMBER MUST APPEAR ON INVOICE, AIR
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1987

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
11/15/2022			360022	
THE HOOSIER CO INC		Street Department		
VENDOR P O BOX 681064		SHIP TO 3400 W. 131st Street		
INDIANAPOLIS, IN 46268 -		Carmel, IN 46074-		
		Matt Higginbotham (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70644				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 44-670.90

1 Each	Vorteq TMA w/15 light pulsar AB 6 intermittent strobes	\$21,036.04	\$21,036.04
		Sub Total	\$21,036.04



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
------------	---------	---------	-----------------	--------

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 50, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$21,036.04

*AIR 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 UNENCUMBERED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Lee Higginbotham

Lee Higginbotham
Commissioner

TITLE

CONTROLLER

James Crider

James Crider
Director of Administration

CONTROL NO. **106982**

PERFORMANCE AGREEMENT

EXHIBIT A

This Performance Agreement (the "Agreement"), which shall be effective as of the date it is last signed by a party hereto (the "Effective Date"), is now entered into by and between the City of Carmel, Indiana, by and through its Board of Public Works and Safety (the "City"), and Titus Arensberg, an individual or entity authorized to do business in the State of Indiana (the "Performer").

1. Performance. The Performer shall provide the live entertainment that is described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Payment. Pursuant to the payment term set forth in Exhibit A, the City shall pay to the Performer the sum of \$1,600.00 (the "Payment"), which shall constitute all monies due and owing to the Performer from the City for or related to the Performance.

3. Non-Performance. If the Performance is canceled by the City, then the City shall pay to the Performer the full amount of the Payment sum as specified in Paragraph 2 hereinabove. If the Performance is not provided by the Performer as specified in Paragraph 1 hereinabove, the Performer shall pay to the City one-half of the Payment sum as specified in Paragraph 2 hereinabove.

4. Sales. Neither the City nor the Performer shall sell tickets or charge admission to the Performance. On the Performance Date, the Performer may, in conformance with the laws, rules, and regulations of the Venue, sell the Performer's merchandise at the Performance location, and the Performer shall retain all proceeds therefrom without contribution to the City.

5. Relationship. The Performer is not, and shall not be considered for any purpose to be, the employee of the City. The Performer hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of the Performer or from any actions of the Performer and/or the Performer's agents, employees, or contractors at or regarding the Performance.

6. License. The Performer hereby grants to the City a license (the "License") to photograph, video record, or otherwise depict, in or on, or through any medium (whether print, digital, or other media format), the Performer and the Performance, to use by the City in advertising or marketing the City, the Venue, the Carmel Arts and Design District, and/or any City-sponsored or City-related events. The License shall survive the termination of this Agreement.

7. Indemnity. The Performer hereby agrees to indemnify and hold harmless the City and the City's officers, officials, employees, agents, and attorneys from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performance or the breach of this Agreement by Performer.

8. Assignment. The Performer shall not assign this Agreement or any of its obligations hereunder.

9. Copyright Permission. The Performer hereby agrees to obtain all necessary permissions from BMI, ASCAP, SESAC, or directly from the copyright holder(s) of all songs or other works that is not in the public domain and that will be part of the Performance, and hereby agrees to indemnify and hold harmless the City, and the City's officers, officials, employees, agents, and attorneys, from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from the Performer's failure to obtain such permissions.

10. Compliance with Law, Lawful Orders. The Performer agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes applicable to the Performer's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. The Performer agrees to indemnify and hold harmless the City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. The Performer further agrees to comply with all lawful orders of the City with regard to or related to the Performance.

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

12. Iran Certification. Pursuant to E.O. § 5.522-10.5, the Performer hereby certifies that it does not engage in investment activities within the Country of Iran.

13. E-Verify. Pursuant to I.C. § 22-5-1.7, et seq., as the same may be amended from time to time, and as is incorporated herein by this reference, the Performer hereby certifies that, to the extent the Performer has any employees, the Performer has enrolled and is participating in the E-verify program and does not knowingly employ any unauthorized aliens. Should the Performer violate Indiana's E-Verify law, the City may terminate this Agreement in accordance with therewith.

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

15. Miscellaneous. The indemnities set forth in this Agreement shall survive the termination of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. This Agreement constitutes the entire agreement between the Performer and the City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. This Agreement may only be modified by written amendment executed by both parties hereto. The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent. The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and the assistance of counsel throughout the negotiation of this Agreement, and enter into the same freely, voluntarily, and without any duress, undue influence or coercion.

16. Force Majeure. Neither Party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, or fire. If performance of this Agreement, including the performance of the Carmel Festival of Ice, becomes impossible due to a Force Majeure event, the City may terminate the Agreement without any liability for damages to Vendor.

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

THE CITY OF CARMEL, INDIANA,
by and through its Board of Public Works
and Safety ("City")

By: _____

James Brainard, Presiding Officer
Date: _____

Mary Ann Burke, Member
Date: _____

Lori S. Watson, Member
Date: _____

ATTEST:

Sue Wolfgang, Clerk
Date: _____

Titus Arensberg

("Performer")

By: _____

Authorized Signature

Titus Arensberg

Printed Name

professional ice carver

Title

FID/TIN: _____

Last Four of SSN if Sole Proprietor: _____

4346

Date: _____

1/1/2022

Exhibit A

**Festival of Ice at Center Green
SCOPE OF SERVICES**

What: The Festival of Ice at Carter Green - Ice Carving Exhibition

Where: Carmel Arts & Design District and The Ice at Carter Green, 10 Carter Green, Carmel, IN

When: Friday, January 20, 2023 (4 - 7 p.m.), Saturday, January 21, 2023 (10 a.m. - 5 p.m.) and Sunday, January 22, 2023 (10 a.m. - 2 p.m.)

THE FESTIVAL OF ICE WILL PROVIDE THE FOLLOWING:

Friday, January 20 – Carmel Arts & Design District Ice Displays on Main Street 4 - 7 p.m.

1- 10 x 10 tent
1 - 20 amp independent circuit for power
3 blocks of ice provided on pedestal by The Ice Studio
Stanchions set up
Color gels
Bucket of water – City provides
Bucket of Salt – City provides
Carvers will clear their own debris

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

1- 10 x 10 tent with 2 side panels.
1- 6ft table for tools
1 - 20 amp independent circuit for power
4 blocks of ice on pedestal provided by The Ice Studio
Color gels
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
An area will be set up for ice debris and cleared as needed by Ice assistants
Sound and DJ music

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

Stage with tables
Bucket of water – City provides
Bucket of salt – City provides
Stanchions set up
1 - 20 amp independent circuit for power
An area will be set up for ice debris and cleared as needed by ice assistants
Sound and DJ music
Blocks of ice on pedestal provided by The Ice Studio

EVENT DESCRIPTIONS

Friday, January 20 – Freestyle Carving Demonstration in the Carmel Arts & Design District on Main Street 4 - 7 p.m.

- Stations will be available for Carver to set up tools beginning at 2 p.m.
- Carvers may work on their ice as early as 2:30 p.m., but must begin no later than 4 p.m.
- Sculptures must be complete by 7 p.m.
- Performer MUST let Meg Osborne know in advance if she/he wants to be placed in proximity to another carver. Last minute changes cannot be accommodated.

Saturday, January 21 – Ice at Carter Green Ice Displays 10 a.m. - 5 p.m.

- Winners will be determined by audience ballots open until 4:00 p.m.
- Award checks will be mailed to winners
- Carvers may work with ice as early as 9 a.m., but must begin work no later than 10 a.m.
- Stations will be available for Ice Carver to set up tools beginning at 8 a.m.

Sunday, January 22 – Freestyle Carving Demonstration at Carter Green 10 a.m. - 2 p.m.

- Four blocks of ice will be provided on a pedestal with gel color
- Stage will be ready for carver as early as 9 a.m.
- Sculptures must be complete by noon
- Award checks will be mailed to winners

75 blocks of ice will be delivered

ACCOMMODATIONS AND PAYMENT

- Hotel accommodations for Carvers will be provided at Renaissance Hotel with one food voucher. Carver will be allotted one guest room. Additional restaurant vouchers may be purchased by Carver upon check-in.
- Carver will receive a check in the amount of \$1,600.00 at the completion of all exhibitions.
- A meal will be provided for Carver at 8:00 p.m. immediately following completion of Friday's ice display exhibition. Location to be determined.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

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

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1
PURCHASE ORDER NUMBER
106970

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
11/8/2022			375467	ICE CARVING SERVICES FOR FESTIVAL OF ICE

TITUS ARENSBERG
VENDOR 205 HOOVER ST

COMMUNITY RELATIONS
SHIP 1 CIVIC SQ
TO Carmel, IN 46032-

NEWARK, OH 43055 -

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
70474				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1203 Fund: 101 General Fund

Account: 43-590.03

1 Each

ICE CARVING SERVICES FOR FESTIVAL OF ICE

\$1,600.00

\$1,600.00

Sub Total

\$1,600.00

Send Invoice To:

COMMUNITY RELATIONS

1 Civic Square

Carmel, IN 46032-



PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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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

\$1,600.00

*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

TITLE

CONTROLLER

Nancy S. Heck
Nancy Heck
Director

CONTROL NO. **106970**

CITY OF CARMEL, INDIANA

MAYOR APPROVED 11/29/2022

REVIEWED/APPROVED VIA EMAIL

RETRO-RATIFICATION BY BPW

CPD HORNER 11/28/22

CFD HEAVNER 11/28/22

CRED BREWER 11/29/22

INFORMATION

SPECIAL EVENT / FACILITY USE REQUEST FORM

CONTACT INFORMATION:

Contact Person Lindsay Zehren,

Email kinderecke@carmelchristkindlmarkt.com

Phone Number:

Cell Number:

Name/Organization: Carmel Christkindlmarkt

Address
Street Address
10 Carter Green
Address Line 2
City
Carmel
Postal / Zip Code
46032

State / Province / Region
IN
Country

Organization Type: For-Profit Organization

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

Yes

No

Event/Use Purpose: Carmel Christkindlmarkt - The Kinderecke (Children's Zone)
Special parking spot needed on 3rd Ave SW for "characters" (Disney Princesses, etc.) that are visiting the market on Saturdays and Sundays.

Event Date

12/3/2022

End Date

12/24/2022

Number of People Expected: 2,000

Set-Up Start time 09:00:00 AM

Tear Down End Time 09:00:00 PM

Event Start time:

11:00:00 AM

Event end time:

09:00:00 PM

Rehearsal

☒ NA

Rehearsal Date:

Rehearsal

Start Time:

Rehearsal

End Time:

Fees?

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

☐ YES

☒ NO

Description of Event:

Provide a brief description of event

Carmel Christkindlmarkt - The Kinderecke (Children's Zone)

Special parking spot needed on 3rd Ave SW for "characters" (Santa, Disney Princesses, etc.) that are visiting the market on Saturdays and Sundays.

The actors playing the characters ran into a problem this past weekend driving around for over an hour in some cases trying to find a place to park. We want to ensure this doesn't happen again so that our events can remain on schedule; therefore, we want to reserve one parking spot on Saturdays and Sundays that will say "Santa or Princess Parking" or whatever character is visiting that day.

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 Parking spot on 3rd Ave SW (doesn't matter which spot)

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

1

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

No street closure

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 1 parking spot on 3rd Ave SW (any spot is ok)

SECURITY DEPOSIT AND FEE:

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

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

DISCLAIMER:

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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY PUBLIC USE POLICY

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 Christkindlmarkt
Name of Organization/Applicant

*

Lindsay Zehren

Signature of Authorized Agent/Applicant

Lindsay Zehren, Kinderecke Director
Printed Name and Title (If applicable)

*

kinderecke@carmelchristkindlmarkt.com
Email (Required)

*



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

11/28/2022
Date

Public Use Policy *

☒ **By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Public Use Policy and agree to be bound by all the terms and conditions set forth therein.**

Public Use Policy Acknowledgement and Agreement (Required)

GO TO SUBMIT TAB AND CLICK ON SUBMIT

CITY OF CARMEL USE ONLY

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date

Special Conditions: _____

CITY OF CARMEL, INDIANA

INTERNAL - OUTSIDE REVIEW NOT REQUIRED

INFORMATION

FACILITY REQUEST FORM **City Hall Caucus Room or Council Chambers**

GENERAL INFORMATION

Name Dana Stout

Organization: Traditions on the Monon

Phone Number:

Cell Number:

Email

Address

City

Fishers

Postal / Zip Code

46038

State / Province / Region

IN

Country

United States

Organization Type: Non-Profit Organization

Event/Use Purpose: Traditions on the Monon Annual homeowners meeting

Event Date 12/13/2022

End Date 12/13/2022

Number of People
Expected:

Set-Up Start time 06:00:00 PM

Tear Down End Time 08:30:00 PM

Event Start 07:00:00 AM
time:

Event end 08:00:00 AM
time:

ROOM REQUESTED CAUCUS ROOM

Room Requested ☒ Caucus Room

The room may be divided into sections or can be one large room. Choose the size that you need. Room has an 8.5-foot counter area with a sink.

Room Set-Up

The traditional seating arrangement is Boardroom style.

- ☒ **1/3 side has four, 5-foot tables with 10 chairs**
- ☒ **2/3 side has six, 5-foot tables with 20 chairs (plus 15-20 chairs around perimeter of room)**

Other seating options:

- ☐ **Classroom, Seating capacity 33**
- ☐ **Theater (chairs only), Seating capacity 50**

Equipment needed:

- ☒ **Projection screen**

Equipment not provided:

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

Other:

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

☒ **Yes**

☐ **No**

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

How many?

How many additional table/chairs are needed?

1 table by door for sign in please

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

ROOM REQUESTED COUNCIL CHAMBERS

Seating capacity: 112

Room Requested

- ☒ **Council Chambers**

Equipment needed:

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

- ☒ **Dais**

Dais # and which ones

- ☒ **Projection Screen**

Equipment not provided:

- Computers or connection/electrical cords.

Other:

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

☐ **Yes**

☐ **No**

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

How many?

How many additional table/chairs are needed?

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

ACKNOWLEDGEMENT AND AGREEMENT

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH CITY FACILITY USE POLICY

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

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

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

Traditions On the Monon HOA
Name of Organization/Applicant

*

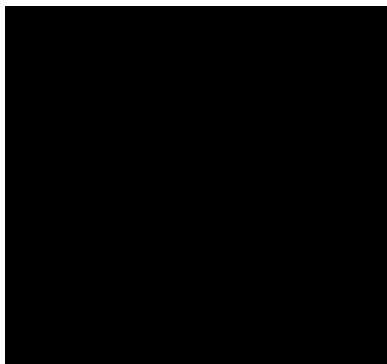
Dana Stout

Signature of Authorized Agent/Applicant

Dana Stout, Community Association Manager
Printed Name and Title (If applicable)

*

*



11/23/2022
Date

GO TO SUBMIT TAB TO FINALIZE YOUR REQUEST

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: _____

RESOLUTION NO. BPW- 12-07-22-05

**A RESOLUTION OF THE CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY SETTING
THE MEETING FOR THE ELECTIONS OF THE TWO (2) ELECTED CARMEL POLICE MERIT
BOARD COMMISSIONERS**

WHEREAS, the City of Carmel established the Carmel Police Merit Board under Carmel City Code § 6-33 and Indiana Code § 36-1-4-14, consisting of five (5) Commissioners;

WHEREAS, pursuant to Carmel City Code § 6-33(c), “two commissioners of the Police Board shall be elected by the active members of the Police Department, all in accordance with the provisions of I.C., 36-8-3.5-8”;

WHEREAS, pursuant to Carmel City Code § 6-33(c), the two (2) elected Commissioners are elected for a two-year period;

WHEREAS, pursuant to Indiana Code § 36-8-3.5-8, an election to be made by the active members of the department shall be made at a meeting called specifically for that purpose by the Board of Public Works and Safety;

WHEREAS, pursuant to Indiana Code § 36-8-3.5-8, the Board “shall give at least three (3) weeks' notice of the meeting to all active members of the department by posting the notice in prominent locations in stations of the department[,] [t]he notice shall also be read during shift roll calls[, and] [t]he notice must designate the time, place, and purpose of the meeting; and

WHEREAS, with the Commissioners’ two-year terms soon to expire, it is necessary now to schedule a meeting to elect two (2) elected Commissioners under Carmel City Code § 6-33 and Indiana Code § 36-8-3.5-8.

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

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

Section 2. The meeting to elect two (2) elected Carmel Police Merit Board Commissioners, under Carmel City Code § 6-33 and Indiana Code § 36-8-3.5-8, is hereby scheduled for January 4, 2023, from 3:00 p.m. to 5:00 p.m., in the CID/SID Conference Room at the Carmel Police Department.

Section 3. The Carmel Police Department shall provide the notice of this meeting (Attachment 1) in accordance with Carmel City Code § 6-33(c) and Indiana Code § 36-8-3.5-8

ALL OF WHICH IS RESOLVED by the City of Carmel Board of Public Works and Safety, this 7th day of December, 2022.

CARMEL BOARD OF PUBLIC WORKS AND SAFETY

By:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, City Clerk

Date: _____

Prepared by Benjamin J. Legge, City Attorney

MEETING NOTICE

WEDNESDAY, JANUARY 4, 2023

3:00 P.M. TO 5:00 P.M.

**CID/SID CONFERENCE ROOM,
CARMEL POLICE DEPARTMENT
3 CIVIC SQUARE
CARMEL, IN 46032**

The purpose of this Meeting is for the active
members of the Carmel Police Department to
elect two (2) elected Carmel Police Merit
Board Commissioners.

AGREEMENT

Between

CITY OF CARMEL

And

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

EFFECTIVE

January 1, 2023 – December 31, 2024

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AGREEMENT

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

Article I – Period of Agreement

Section 1 – Duration

Upon its proper execution by all parties hereto, this Agreement shall take effect on January 1, 2023 and remain in effect until 11:59 p.m. on December 31, 2024. This Agreement shall remain in full force and effect unless either party desiring to amend this agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. The parties agree to begin good faith negotiations on a future agreement no later than July 2022. If a new agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new agreement is executed by the parties hereto.

Section 2 – Severability

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

Section 3 – Minimums Only

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

Section 4 – Uniformity

Although the parties recognize that it is extremely difficult to compare different pay and work structures so as to exact mathematical equivalencies, the City agrees that, as much as is reasonably possible, City

125 firefighters shall receive the equivalence in benefits and pay raises received by all City public safety
126 employees for pay compensation and fringe benefits.
127

128 **Article II – Recognition** 129

130 The City recognizes the Union as the exclusive recognized representative agent for members of the
131 Carmel Fire Department ("Department") with the rank of Battalion Chief or below, so long as the Union
132 maintains the support of the majority of those firefighters. Members of the Department holding the rank
133 of Battalion Chief or below shall hereinafter be individually be referred to as "Employee" and
134 collectively referred to as "Employees," and the group of Employees represented by the Union as their
135 exclusive representative shall hereinafter be collectively referred to as the "Representative Unit". If the
136 City questions whether the Union has the support of the majority of the Employees in the Representative
137 Unit, it may review the City Controller's records and/or certified records provided by the Union to
138 determine if the Union maintains the support of the majority of the Employees in the Department. If the
139 Union does not maintain the support of the majority of the Employees in the Department, the City shall
140 not recognize the Union as the exclusive representative of those Employees at the end of the calendar
141 year in which such majority support is lost.

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

143 **Section 1 – Union Rights** 144

- 145 A. Payroll Deduction. Upon receipt of a voluntary, written, current, signed authorization in such
146 form as complies with the laws of the State of Indiana from an Employee covered by this
147 Agreement, the City shall deduct from each paycheck of such Employee an amount representing
148 his/her Union dues as indicated in the current authorization form. The City shall remit such
149 monies, together with the appropriate records, to the Union or its designated official. The City
150 shall not be liable to the Union for any failure to make any such deductions. In the event of an
151 overcharge already remitted to the Union, it shall be the sole responsibility of the Union to adjust
152 the matter with the Employee. The Union shall indemnify the City and hold it harmless from
153 any or all claims or liabilities which arise under or pursuant to this paragraph.
154
- 155 B. Union use of City Property. The City shall allow Union meetings to be held in City buildings at
156 times agreed to by the Fire Chief ("Chief"). The Union will be responsible for the care and
157 security of the building during such meetings. The City will allow the Union to utilize electronic
158 bulletin boards, e-mail systems, Internet access and paging systems.
159
- 160 C. Non-Discrimination. Neither the City nor the Union shall make any regulation affecting the
161 right of any Employee or Employees to join, or refrain from joining, the Union or any other

lawful employee organization, provided that the City shall retain the full right to control its employees' actions, property and equipment during working hours and to control the use of the City's premises.

D. Voting. Union and members of the Union shall be allowed use of the fire stations to hold elections for the Union and its' representatives.

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

F. Member Representation. When a member of the Union ("Member") is interviewed, formally or informally, regarding a matter that might lead to disciplinary action, if that Member requests a Union representative, all questioning will cease for a reasonable period of time (not to exceed 24 hours) until a Union representative (selected by the Union) can be present.

Section 2 – City Rights

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

Section 3 – Strikes and Lockouts

As the service performed by the Employees covered by this Agreement are essential to the administration of the Department and to the welfare of the public dependent thereon, neither the Union nor any member of the Representative Unit covered by this Agreement shall initiate, authorize, sanction, encourage, support or engage in any strike, slow-down, concerted job action, work stoppage, "sick-out", or cease the continuous performance of their duties. The City agrees that no lock out shall take place during the term of this Agreement.

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

Section 4 – Dispute Resolution

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

Article IV – Miscellaneous

Section 1 – Safety

- 1. The Department shall maintain and keep in effect through the term of this Agreement, a Safety Committee for reviewing departmental accidents, injuries, job-related safety complaints, protective gear and equipment issues, or any other safety-related areas. The Safety Committee shall make recommendations to the Chief concerning safety issues. The Safety Committee shall be comprised of up to eleven (11) firefighters representing the following division areas:

The ex officio members of the Safety Committee shall be the three (3) officers who occupy the position of A, B, and C Shift Battalion Executive Officer; the three (3) merit officers who occupy the position of A, B, and C Shift Safety Training Officer (STO); and the one (1) staff officer who holds the position of Department Safety Officer.

The other members of the Safety Committee shall be selected as follows:

The Union will select:

- (1) Firefighter
- (1) Engineer

The Chief or his/her designee will select:

- (1) Captain or Lieutenant
- (1) Chief Officer

The Chief or his/her designee and/or the Safety Committee may call upon additional personnel (e.g., civilian staff, maintenance personnel, etc.) if it is believed that the expertise of such persons may be of benefit to the Safety Committee. Requests for meetings involving the Safety Committee shall be initiated by the Chief or the Safety Committee Chairperson, who shall be appointed by the Chief. The Chairperson shall prepare an agenda of items to be discussed by the Safety Committee and shall establish and communicate a date and place certain for such meeting.

- b. The Department and its Employees covered by this Agreement shall comply with applicable Federal, State and Local laws and Department policies concerning safety and health. The Department shall make reasonable provisions for the safety and health of its Employees during their hours of employment in compliance with applicable laws. In this regard, the Union and Employees realize that they have joint responsibility to cooperate in maintaining safe practices in the Department. In addition, it is the responsibility of each Employee to operate vehicles, machinery and equipment in a safe manner.
- c. The Department may summarily discipline or prohibit an Employee from acting or operating in an unsafe manner. However, no reduction in rank, grade or pay will be made without following the appropriate disciplinary policies of the Department and Indiana law.
- d. All accidents, *regardless of their severity*, must be *immediately* reported to an Employee's supervisor for review in accordance with Department policies and procedures.

Section 2 – Minimum Staffing

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

Section 3 – Overtime

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

Section 4 – Call-back Definition

As used in this Article, "call-back" means requesting or requiring an Employee to work hours in addition to the Employee's scheduled hours, and "off-duty" means the time other than an Employee's regularly scheduled working hours or vacation.

Section 5 – Fitness Facility

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

Section 6 – Bid System

Carmel Fire Department Rules and Regulations 7.28 will govern the Department bid process, which shall remain in effect throughout the term of this Agreement.

Section 7 –Work Performance Evaluation

The Carmel Fire Department Work Performance Evaluation (“WPE”) measures an individual’s ability to physically perform the essential functions required to execute the duties of a firefighter. The Department has established a minimum level of acceptable performance that protects the safety of the firefighter and provides a measure of an individual’s physical ability to perform the essential, job specific, functions required to effectively execute the duties of a firefighter. WPE shall be Department policy as determined by the labor- management process. Any changes to the WPE shall be made through a validated process by a vendor mutually agreed upon by the parties hereto.

Section 8 – Promotions

The Department’s officer structure shall consist of thirteen (13) Captains and fourteen (14) Lieutenants. In addition to these positions, each shift will have three (3) float Lieutenants. The total number of merit officers will be thirty-six (36), or, one (1) Captain and two (2) Lieutenants per apparatus. The Battalion Chief and Executive Officer position will be staffed by merit Lieutenants and/or Captains.

Whenever the number of Operations Section officers on shift falls below thirty-six (36), promotions shall take place within 45 days of initial vacancy. If more than 45 days are needed to promote, as determined by the Chief, consultation between the Union President and the Chief shall take place a minimum of ten (10) days prior to the expiration of this 45-day period, through the labor-management process. Both parties must agree to a timeline that exceeds this 45-day period.

Article V – Terms and Conditions of Agreement

Section 1 – Funding

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

Article VI – Compensation

Section 1 – Cost of Living Adjustments

For cost of living adjustments in 2023 and 2024, Employees covered by this agreement shall receive an increase to their base salary of six percent (6%) in 2023 and three percent (3%) in 2024. The parties hereto agree that should the Consumer Price Index for all Midwestern Wage Earners ("CPI-W") independent of seasonal adjustment, as reported by the Bureau of Labor Statistics of the United States Department of Labor for the previous calendar year fluctuate plus or minus 2% from the six percent (6%) in 2023 and three percent (3%) in 2024 COLA provided for by this Article, they shall return to the negotiation process to consider a more appropriate COLA.

The City agrees to promptly consult with the Union, upon request, regarding changes made to an Employee's working conditions and/or standards. However, subject to Article VI of this Agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees pursuant to this Agreement shall not be reduced without the mutual consent of the City and the Union.

Section 2 – Specialty Pay

Each Employee shall be entitled to receive no more than two (2) types of specialty pay at any given time. An Employee shall receive the highest specialty pay for which he/she is eligible and pay for one additional specialty. All specialty pay shall cease when an Employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay, whether the change results from the decision/action of the City or the Employee.

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

Paramedic	10% of First-Class Firefighter Salary
Mechanic	\$2000.00
Shift Investigator	\$2000.00
Hazardous Materials	\$2000.00
Foreign Language	\$2000.00
Public Information Officer ("PIO")	\$3500.00
Special Duty Pay	\$2000.00
Station Captain	\$1500.00
Engineer	\$2500.00
Rescue Technician	\$2000.00
SWAT Medic	\$2000.00

Drone Pilot \$2000.00

- An Employee who demonstrates a specified level of fluency in an approved foreign language shall receive Foreign Language Specialty Pay in addition to all other forms of compensation. All such pay must be approved by the Chief and the City's Director of Human Resources. To continue receiving this compensation, the Employee is required to maintain fluency, and may be periodically re-tested to ensure compliance.
- The PIO shall be appointed by the Chief and is subject to change at his/her discretion.
- Special duty pay is for Employees who take on long term responsibilities/projects/ assignments designated by the Chief.
- Hazardous Material Technicians shall be paid specialty pay regardless of station assignment.
- Station Captain is one (1) Captain per station, total of six (6) positions. Station Captain shall be selected by the Chief.
- The following specialty pays shall be paid in addition to up to two (2) of the other forms of annual specialty compensation listed in Section 2 above.
 - PIC
 - Special Duty Pay
 - Station Captain
 - Engineer

Section 3 – Ride Out Pay

1. An Employee shall be entitled an additional \$2.00 per hour for each hour he/she is assigned to an ambulance, in addition to all other forms of compensation.
2. An officer who fills in for a Battalion Chief shall receive \$3.00 per hour ride out pay.
3. A firefighter who fills in for an Engineer, Lieutenant or Captain shall receive \$2.00 per hour ride out pay, in addition to all other forms of compensation.
4. Officers filling in for other officers (except for a Battalion Chief) are not eligible for ride out pay.

Section 4 – Longevity Pay

Sworn firefighters shall receive longevity pay at the rate of Two Hundred and Fifty Dollars (\$250.00) per year of service for years 1-10 and Three Hundred and Ten Dollars (\$310.00) per year of service for years 11-25. Longevity shall be capped at twenty-five (25) years of service or (\$7,150.00), in addition to all other forms of compensation.

379 **Section 5 – Pension Contribution**

380
381 The City shall maintain membership in the 1977 Fund and shall require members of the Department to
382 meet the eligibility requirements for the Fund. The City shall pay twenty-one percent (21%) of the
383 established Master Firefighter salary for each member of the Department participating in the 1977 Fund.
384 In the event that state actuary reports lower the twenty-one percent (21%) obligation levied upon the City
385 in any fiscal year, that amount shall be reflected as a credit toward the six percent (6.0%) obligation levied
386 upon the members of the Department.

387 **Section 6 – Holiday Pay**

388
389 Each Employee who is required to report to work on a declared holiday, whether on a scheduled or an
390 unscheduled basis, shall receive Fifteen Dollars (\$15.00) per hour premium pay for each hour actually
391 worked on said holiday. Such premium pay shall be calculated to the nearest quarter hour.

392 **Section 7 – Master Firefighter Pay**

393
394 A firefighter shall not become a First Class/Master Firefighter until he/she has served 10 years. The First
395 Class/Master Firefighter salary, as designated in the City's annual salary ordinance, shall be certified to
396 the state for pension reporting purposes. A First Class/Master Firefighter is eligible to receive specialty
397 pay and other hourly pay differentials.

398 **Section 8 – Vacation Buy-back**

399
400 Employees may submit up to one third (1/3) of their unused annually accrued vacation time. The City may
401 buy back such vacation time and, if it does so, shall buy back each hour of vacation time at the Employee's
402 hourly rate. Employees must submit their hours (in no less than twenty-four (24) hours increments for
403 Sworn Shift personnel and in no less than 7.5-hour increments for Sworn Staff personnel to the Department
404 on the first Monday of the last pay period of the calendar year. Payment for any submitted vacation time
405 (if approved) shall be rendered by the City before the last day in February of the following year.

406 **Sworn Shift Personnel:**

407 1 – 5 years Maximum of 2 full shifts eligible for submission (48.0 hours)
408 6 – 12 years Maximum of 3 full shifts eligible for submission (72.0 hours)
409 13 or more years Maximum of 4 full shifts eligible for submission (96.0 hours)

410 **Sworn Staff Personnel:**

411 1 – 5 years Maximum of 3 full shifts eligible for submission (22.5 hours)
412 6 – 12 years Maximum of 5 full shifts eligible for submission (37.5 hours)
413 13 or more years Maximum of 6 full shifts eligible for submission (45.0 hours)

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

Section 9 – Sick Leave Incentive

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

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

The hourly rate of pay for each eligible Employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours. All sick leave used by an Employee in the course of the calendar year, except leave for injuries incurred on duty or in the line of duty, or as otherwise required by applicable law, shall be counted toward the incentive pay calculation for that year, regardless of the reason for the leave or the status of the leave.

Sick leave incentive pay may be paid out each year in February for the prior calendar year at the eligible Employee's current rate of pay. An Employee must be employed by the Department for an entire calendar year, and must be employed by the City at the time of the payout, in order to be eligible for incentive pay for that calendar year.

Section 10 – Voluntary WPE Pay

Employees who voluntarily take the WPE twice per year (once every six (6) months) rather than the single mandatory evaluation shall receive an additional 24 hours of compensation at their hourly rate.

Section 11 – 2023 Inflation Bonus

Each Employee who is employed by the City on February 4, 2023, shall receive a one-time inflation bonus equal to two percent (2%) of their 2023 base salary.

Section 12 – Grade and Step

Definitions:

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

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

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

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

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

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

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

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

462 1. New Employees shall be hired at Step 1 for their assigned Grade. All requests for exceptions must be
463 put in writing by the Chief and approved by the Director of Human Resources.

464
465 2. Step Increases will be given in January only; increases are to be given the rest of the year only as the
466 result of a Promotion or a job Re-Evaluation by the City's independent consultant. All such increases
467 must place the Employee at a specific Step in the appropriate Grade.

468
469 3. An Employee will not receive a Step Increase in January unless he/she was hired prior to October 1
470 of the previous year. Employees hired between October 1 and December 31 will receive a Cost of
471 Living Increase but no Step Increase.

472
473 4. Step Increases will be granted automatically to employees at Step 5 or below, but may be contingent
474 upon meeting certain pre-established criteria, such as education and certification requirements.
475 Employees subject to such requirements shall be made aware by their existence immediately upon
476 inception of the requirements, or acceptance of a job that carries such requirements.

477
478 5. Every Employee will move up one Step each year without skipping intermediate Steps. Public Safety
479 employees hired on or after January 1, 1999 will receive annual raises in January based on consecutive
480 Steps.

481

- 482 6. No employee's salary will be allowed to exceed the Range Maximum (Step 6) for his/her Grade,
483 unless his/ her salary was already above Step 6 on January 1, 1999.
- 484 7. An Employee whose pay is adjusted due to a Promotion will be placed in a Step that will ensure an
485 appropriate pay increase, such Step to be recommended by the Chief and approved by the City's
486 Director of Human Resources.

487 **Article VII – Fringe Benefits**

488 **Section 1 – Retiree Health Insurance**

- 489 A. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium for retirees
490 who have twenty (20) years of active service with the City, plus an additional one percent (1%)
491 for each additional six (6) months of service, up to a maximum of seventy-five percent (75%) of
492 the employee-spouse (or 75% of the employee-only premium if the employee is unmarried or the
493 spouse is not covered by the City plan), provided that the City's insurance premium contribution
494 shall not exceed Nine Hundred Dollars (\$900.00) per month or (\$10,800.00) Ten Thousand Eight
495 Hundred Dollars per year.
- 496 B. Coverage for other eligible dependents may be continued at the retiree's expense.
- 497 C. The City's insurance premium contribution cap shall be evaluated each year to keep pace with
498 current health insurance costs.
- 499 D. For an Employee who dies in the line of duty, the City shall contribute 100% of the monthly spouse
500 and dependent (if applicable) medical and dental premiums.
- 501 E. For an Employee who is disabled, the City shall contribute to a disabled employee's insurance
502 premium according to the formula found in City Code Section 2-42.
- 503 F. Retiree Health Insurance will only be available to employees hired prior to October 3, 2016.

510 **Section 2 – Annual Physical**

- 511 The City shall continue its practice of providing annual physicals to each Employee at no cost to the
512 Employee made available through a mutually agreeable facility. No changes to the make-up of this
513 physical shall be made without 30 days prior notice to the Union. In the event that changes to specific
514 test and/or components of the medical evaluation are needed, the City will meet with the Union to discuss
515 and receive the Union's input prior to making any such changes.

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

- 518 The Department shall issue all uniforms and safety gear through its Quartermaster system.

Section 4 – Catastrophic Medical Leave Bank

All firefighters' unused sick days shall be credited to the Catastrophic Medical Leave Bank. A firefighter who is unable to perform his/her own duties or to perform light duty assignments for an extended period of time due to illness or injury is eligible for PERF disability benefits, which are less than the firefighter's active duty pay. Under 38 IAC 2-5-1, the City is not allowed to supplement PERF disability payments. In order to avoid penalizing a firefighter financially during the period of recuperation, the Catastrophic Medical Leave Bank shall allow eligible firefighters to reserve up to one hundred twenty (120) calendar days of full pay after sick leave and vacation benefits are exhausted and before PERF disability benefits commence (two hundred forty (240) calendar days for injuries or illnesses incurred in the line of duty), as permitted by law.

Section 5 – Tuition Reimbursement

The City sponsors a tuition reimbursement program subject to Carmel City Code 3-58, as amended, for full-time City employees who are so employed both on the year prior to the beginning of the course for which tuition reimbursement is requested and at the time the final request for reimbursement is made. To be eligible for tuition reimbursement the employee cannot have been subject to disciplinary probation, demotion, or suspension within the 90 calendar days immediately prior to the beginning date of the course for which tuition reimbursement is requested. *Refer to Carmel Fire Department Rules and Regulations 4.16 TUITION REIMBURSEMENTS*

Section 6 – Dependent Care

The City agrees to allow Employees to utilize up to 2 days (48 hours) of their sick time annually for the unexpected care and treatment of a dependent. The Employee may utilize this time in increments of four (4), six (6), or seven and one half (7.5) hours. The City agrees to treat this benefit in the same manner as an Employee sick day. This does not increase the amount of total sick time afforded to an Employee.

Section 7 - Tactical Athlete Sports Performance Program

The City shall continue its practice of providing a tactical athlete performance program to each Employee at no cost to the Employee at a mutually agreeable facility. No changes to the make-up of this tactical athlete performance program shall be made without 30 days prior notice to the Union. In the event that changes to the program or components of the tactical athlete performance program are deemed necessary by the City, the City will meet with the Union to discuss and receive input on the proposed changes prior to their implementation by the City.

Section 8 – Retiree Health Insurance Placeholder Fee

Effective January 1, 2019, the City of Carmel will allow retired firefighters with at least 20 years of full-time service to the City to drop the City's health plan when they retire, or any time they become eligible for other coverage, then rejoin the City's health plan at a later date. Retired firefighters who are not

enrolled in the plan when they retire are also eligible for this program. All retiree re-enrollments are subject to the following requirements:

A. Eligible retirees and their dependents must maintain continuous coverage through another employer-sponsored health insurance program or an individual ACA-compliant plan offered by a carrier licensed by the State of Indiana or, if the retiree has moved out of Indiana, the retiree's state of residence.

B. Proof of coverage must be submitted at the time of re-enrollment to the City's Department of Human Resources.

C. The retiree must submit the required paperwork on a timely basis to retain the right of re-enrollment.

D. Eligible retired firefighters can rejoin the plan under the following circumstances:

1. Any year during the open enrollment period.
2. Following a change in family status, provided application is made within 30 days of the change. Such changes must be verified with appropriate documents.

E. Eligibility for the City's plan ends when the retiree or covered dependent qualifies for Medicare.

F. Eligible retired firefighters who fail to follow the foregoing rules shall forfeit their eligibility for re-enrollment.

Section 9 – Additional Benefits

In addition to any other benefits set forth in this Agreement, Employees shall receive an additional vacation day (24 hours) upon completion of 25 years of service, and the City shall contribute to their employee health savings accounts in the following amounts:

Employee Only - From \$600.00 to \$800.00

Employee/Spouse - From \$800.00 to \$1,000.00

Employee/Child(ren) - From \$800.00 to \$1,000.00

Employee/Family - From \$1,000.00 to \$1,200.00

Section 10 – COBRA Administration Fee Waiver

The City agrees to waive the two percent (2%) administration fee for Employees and their dependents who are entitled to elect COBRA continuation coverage when a qualifying event occurs.

Section 11 - Other Benefits

The City shall not diminish any additional employee benefit included in its employee handbook but not part of this Agreement. This obligation shall continue through Agreement termination and said handbook is hereby included and made a part hereof by reference.

Section 12- Force Majeure

Neither party shall be liable for its failure to perform any of its obligations under this Agreement that have become practicably impossible because of circumstances beyond the reasonable control of that party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; government acts or orders; epidemics, pandemics; and, national, state, county, or City emergencies. Written notice of a party's failure or inability to perform due to force majeure shall be given to the other party within seven (7) business days from the date of the substantial commencement of the force majeure event and shall describe the event (and its commencement date) therein with reasonable certainty. The parties agree to meet and discuss proposed changes to each side's performance obligations under the Agreement necessitated by a force majeure event and shall utilize reasonable efforts to come to terms on any amendment to the Agreement. Any amendments to the Agreement shall be incorporated within the Agreement as if fully set forth herein and shall be in writing and signed by both parties.

SO APPROVED AND ADOPTED.

**CARMEL BOARD OF PUBLIC WORKS
AND SAFETY ("BOARD")**

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

**CARMEL PROFESSIONAL
FIREFIGHTERS, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS LOCAL
4444 ("UNION")**

BY:

JC Mitchell, President

Date: 10/12/22

Marc Deutsch, Secretary/Treasurer

Date: 10/12/2022

640 **COMMON COUNCIL FOR THE CITY OF CARMEL**
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643 _____
644 Kevin D. Rider, President

Jeff Worrell, Vice-President

645 _____
646 Sue Finkam

Laura Campbell

647 _____
648 H. Bruce Kimball

Anthony Green

649 _____
650 Adam Aasen

Tim Hannon

651 _____
652 Miles Nelson

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657 ATTEST:

658 _____
659 Sue Wolfgang, Clerk

660 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
661 _____ 2022, at _____, M.

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665 _____
666 Sue Wolfgang, Clerk

667 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
668 _____ 2022, at _____, M.

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671 _____
672 James Brainard, Mayor

673
674 ATTEST:

675 _____
676 Sue Wolfgang, Clerk

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

Effective
January 1, 2023 – December 31, 2024

1
2 **AGREEMENT**
3

4 **Section 1**

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

10 **Section 2**

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

23
24 **Section 3**

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

27
28 **Section 4**

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

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Upon its proper execution by all parties hereto, and subject to Section 2 above, this Agreement shall take effect on January 1, 2023, and shall remain in effect until 11:59 p.m. on December 31, 2024. The FOP and the City shall begin negotiations, in good faith, on a future labor agreement no later than June 2024. This Agreement shall remain in full force and effect, unless either party desiring to amend this Agreement shall notify the other in writing. Notice of a request for amendment shall specify the content of any and all proposed amendments. If a new agreement is not executed before the end of this Agreement, then this Agreement shall remain in effect until a new agreement is executed by the parties hereto.

Section 6

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

Section 7

- A. Dues Collection. Upon receipt of voluntary, written, signed and dated authorization form from Employees of the Representative Unit who are members of the FOP, the City shall deduct each month from the earnings of each said Employees an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records, to a designated FOP official. The City shall not be liable to the FOP for failure to make deductions or errors in deductions for dues. The FOP will indemnify the City and hold it harmless from any or all claims or liabilities which may arise under this paragraph.
- B. Bulletin Boards. The City shall furnish a suitable bulletin board in a convenient location to be used by the FOP, for the purpose of posting FOP notices and other FOP materials. The City reserves the right to remove inappropriate materials provided that the City provides notice to the FOP and the reason for such removal.
- C. Access to Roll Call. The FOP shall have limited access to attend roll call for the purpose of conveying FOP announcements to members of the Department after securing the approval of the Police Chief ("Chief") or his/her designee, which approval shall not be unreasonably withheld, and shall not be denied without due cause.

1
2 **Section 8**

3
4 A. There shall be a FOP Wage and Benefits Committee composed of five (5) members. A
5 Wage and Benefits Committee shall be convened prior to the expiration of the current
6 Agreement. Three (3) members of the Wage and Benefits Committee shall be appointed
7 by the Executive Board of the FOP and two (2) representatives appointed by the Chief.
8 The Chief and Mayor, or their representatives, shall meet and confer not less than twice
9 annually, for the purposes of discussing wage and benefit issues affecting Employees.
10 Discussions at said meetings shall be limited to the subject matter included in the agenda
11 submitted by the FOP to the Chief or by the Chief to the FOP at least seven (7) calendar
12 days prior to the agreed upon meeting date.

13
14 B. The City shall grant to the FOP and its members one thousand (1,000) hours total annually
15 to be used to perform FOP duties such as, but not limited to, FOP conventions,
16 conferences, and seminars. The FOP member requesting such time shall submit such
17 request to the FOP President for approval, and then shall submit the appropriate form to
18 his/her immediate supervisor for Department approval, which approval shall not be
19 unreasonably withheld subject to the staffing and operations need of the Department as
20 determined by the Chief. Such approval shall not be denied without due cause.

21
22 **Section 9**

23
24 A. The Chief shall maintain personnel files for all Employees. Employees shall be allowed to
25 examine the contents of their own personnel file, in the Chief's office, during regular City
26 business hours and, upon request, may receive copies of the documents contained in their
27 personnel files.

28
29 B. Employees may not remove any document from their personnel file, but may challenge, in
30 writing, any data believed to be inaccurate. The Chief shall direct an investigation of all
31 such challenges. If there exists any comment adverse to an Employee's interest contained
32 in his personnel file, the employee may file a written response to same with the Chief.

1 With approval of the Chief, which approval shall not be unreasonably withheld, this
2 response shall be attached to said adverse comments. It is understood and agreed that
3 information retained by the Internal Affairs files shall not be included in an Employee's
4 personnel file or available for review and/or copying by such employee. Further, once an
5 employee is scheduled for interrogation by the Department concerning an internal
6 investigation, he or she will be informed of the nature of the complaint but not the name of
7 the complainant. The Employee, upon request, shall be afforded the opportunity to consult
8 with legal counsel prior to any Departmental interrogation, which consultation shall not be
9 allowed to materially delay the timing of the interrogation. Before any interrogation that
10 has the reasonable potential, based upon the facts and circumstances then known, to lead to
11 criminal charges, the Department shall advise the Employee of his/her Garrity rights. The
12 impact of an Internal Affairs investigation on the integrity of the Department and on
13 employee morale necessitates a timely resolution to such issues. Therefore, the
14 Department requires a thirty (30) day limit for completing an Internal Affairs investigation
15 with status reports due every seven (7) days. There may be exceptions to the thirty-day
16 limit, but extensions should only be granted for those cases in which extenuating
17 circumstances exist. Employees who are subject to investigation by Internal Affairs shall
18 be individually notified in writing of the disposition of said investigation within thirty (30)
19 days of said final disposition.

20
21 C. When a FOP member ("Member") is interviewed, formally or informally, regarding a
22 matter that might lead to disciplinary action, if that Member requests an FOP
23 representative, all questioning will cease for a reasonable period of time (not to exceed 24
24 hours) until an FOP representative (selected by the FOP) can be present.

25 D. The parties hereto agree that if changes are sought to the extra duty or off duty
26 employment policy, they shall meet and discuss the proposed changes and make a
27 reasonable effort to reach a mutually agreeable solution.

28 **Section 10**

29 The City shall make reasonable provisions for the safety and health of Employees during the hours of
30 their employment. It shall maintain its equipment and facilities in safe operating condition in accordance

with Federal, State, and local law. The City shall provide, at its expense, the equipment for special teams, as directed by the Chief.

Section 11

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

A. **Base Pay.** All 2023 base salaries shall be adjusted consistent with the salary survey conducted by the City in 2016. Salaries shall be as follows:

• Lieutenant	\$101,502
• Sergeant	\$90,749
• First Class/Master Patrol Officer	\$82,945
• Certification and 4 - 10 years' experience:	\$66,662 - \$79,995

Base salary increases shall conform to the guidelines listed below:

Definitions

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

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

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

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

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

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

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

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

Grade and Step

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

Entry level starting salary (no experience):	Grade 11, Step 1
Academy Certification and up to 1 year of experience:	Grade 11, Step 2
2 years experience:	Grade 11, Step 3
3 years experience:	Grade 11, Step 4
4 or more years experience:	Grade 11, Step 5

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

B. Cost-of-Living Adjustment.

1 The 2023 salaries include a 6% cost-of-living adjustment (COLA) and for year 2024
2 include a 3% (COLA). The parties hereto agree that should the Consumer Price Index for
3 all Midwestern Wage Earners ("CPI-W") independent of seasonal adjustment, as reported
4 by the Bureau of Labor Statistics of the United States Department of Labor for the time
5 period of from June 2022 to June 2023 fluctuate plus or minus 1%, the parties shall return
6 to the negotiation process to consider a more appropriate COLA.

7
8 C. Shift Differential. Shift Differential for Employees whose shifts begin at or after 2:00 PM
9 shall receive One Dollar (\$1.00) an hour.

10
11 D. FTO Pay. FTO (Field Training Officer) pay for Employees shall receive position pay in
12 the amount of Ten Dollars (\$10.00) an hour on top of their regular pay. Such additional
13 compensation shall be paid only to those Employees when they are actually functioning in
14 such position, when training a new officer.

15
16 E. Overtime Pay. Overtime compensation for Employees shall be in addition to the amounts
17 specified, and shall be paid in compliance with the Federal Fair Labor Standards Act and
18 the City's most current compensation ordinance as adopted by the Common Council.

19
20 F. Court Time and Call Out Time. Employees shall receive a minimum of two (2) hours
21 compensation for court sessions attended during non-working hours for and any time an
22 Employee is called in off-duty for work related business. Employees called in for
23 unscheduled work-related business, such as shift coverage, a special team's emergency call
24 out, or any other non-scheduled mandatory callback, shall be compensated at the pay rate
25 of time and a half. An Employee may not receive compensation time in lieu of time and a
26 half for these specific types of mandatory callbacks.

27 G. Longevity Pay. Full-time Employees shall receive longevity pay at the rate of Two
28 Hundred Fifty Dollars (250.00) per year of service for years 1-10 and Three Hundred Ten
29 Dollars (310.00) per year of service for years 11-25. Longevity shall be capped at 25 years
30 of service or \$7,150.00, in addition to all other forms of compensation. The rate of

longevity pay shall be evaluated each year. Longevity pay terms and conditions shall conform to the City's current longevity ordinance as adopted by the Common Council.

- H. Positional Pay. Employees who meet the criteria specified by the Department and who serve in the position of investigator (CID and SID) or school resource officer (SRO) are eligible for positional pay, in addition to all other forms of compensation. Supervisors of these units are not eligible for positional pay.

- Investigator (Patrol/Detective Only) \$3,000 Per Year
- School Resource Officer \$3,000 Per Year

- I. Specialty Pay. Employees who meet criteria specified by the Department's Rules and Regulations may qualify for the specialty pay, in addition to all other forms of compensation:

- Personnel Specialist/FTO Coordinator \$2,500.00 Per Year
- Firearms Range/Training Coordinator \$2,500.00 Per Year
- K-9 Handler \$1,500.00 Per Year
- K-9 Coordinator \$2,500.00 Per Year
- Foreign Language Interpreter \$2,000.00 Per Year
- Special Weapons And Tactics (SWAT) \$2,500.00 Per Year
- Emergency Response Group (ERG) \$2,000.00 Per Year
- Traffic Division (Motorcycle Patrol Officer) \$1,500.00 Per Year
- Accident Investigator Up to \$1,500.00 Per Year
- Field Evidence Technician \$2,500.00 Per Year
- Drug Recognition Officer \$1,000.00 Per Year
- I/OACS Coordinator \$1,000.00 Per Year
- Child Safety Seat Technician \$1000.00 Per Year
- Unmanned Aircraft Systems (UAS) \$1,500.00 Per Year
- Honor Guard \$1,000.00 Per Year

- Police Officer Support Team \$1,000.00 Per Year
- Negotiator \$1,500.00 Per Year

Employees who achieve certification levels associated with the following hours are eligible for the corresponding specialty pay: 80hrs-\$1500.00, 160hrs-\$2,000.00, 240hrs-\$2500.00. Each Employee shall be entitled to receive no more than two (2) types of specialty pay at any given time, with the exception of Foreign Language Interpreter. The Employee shall receive the highest two types of specialty pay for which he/she is eligible. All specialty pay shall cease when an Employee no longer performs the duties associated with the pay or no longer meets the qualifications for such pay.

J. First Class/Master Patrol Officer Pay. The First Class/Master Patrol Officer pay, as stated in Section A above, shall increase at the same percentage rate as a Patrol Officer. A First-Class Master Patrol Officer is eligible to receive specialty pay and other hourly specialty pay differentials. The City agrees to certify First Class Master Patrol as First-Class salary in the 1977 Fund.

K. Accident Investigators, Certified Instructors. Employees designated as Accident Investigators, who have not yet met the qualifications as a part of Section F1, Part I of this Agreement, and Certified Instructors shall receive up to Three Dollars (\$3.00) per hour for performing the duties associated with these functions, in addition to all other forms of compensation.

L. Clothing Allowance. Employees with twelve (12) months of service in the Department shall receive a clothing allowance of One Thousand Four Hundred Dollars (\$1400.00) per year, to be paid in a lump sum on or before April 1 of each year. Such payment shall be treated as taxable income.

M. Sick Leave Incentive Pay. Employees may be eligible for sick leave incentive pay, which is based on the amount of sick leave used in a calendar year as follows:

No sick leave used	24 hours
Up to and including one (1) shift used	20 hours
Over one (1) to and including two (2) shifts used	12 hours
Over two (2) to and including three (3) shifts used	8 hours
Over three (3) to and including four (4) shifts used	4 hours
Over four (4) shifts used	0 hours

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

N. Holiday Pay. Each Employee who is required to report to work on a declared holiday, whether on a scheduled or an unscheduled basis, shall receive Fifteen Dollars (\$15.00) per hour premium pay for each hour actually worked on the holiday. Such premium pay shall be calculated to the nearest quarter hour.

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

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

Q. Trade Days. Employees shall be permitted to voluntarily trade work days, subject to the advance approval of the Chief or his designee. Such traded regular work shifts shall be exempted from the computation of overtime hours. Trade days must be balanced by the

end of the 28-day work period and must be documented on the appropriate City form. Subject to advance approval of the his/her supervisor, an Employee will be allowed to trade days with another Employee of the same rank, within the same 28-day period. Once the trade has been approved, the trading Employees will be considered members of their traded shift for that day and responsible for their attendance and manpower requirements, as if it were their own shift. In the event of an absence, normal procedures to fill manpower requirements will be followed (i.e. the original Employee will not be required to cover the shift). The Department will have the unilateral right, after meeting and conferring with the FOP, to discontinue or alter the procedure for trading days.

R. Leave of Absence. Employees may be granted leaves with or without pay in accordance with Federal, State or local law. All leaves of absence shall be subject to the approval of the Chief.

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

T. Retiree Health Insurance. The City shall contribute fifty percent (50%) of the monthly employee-spouse premium for retirees who have twenty (20) years of active service with the City, plus an additional one percent (1%) for each additional six (6) months of service, up to a maximum of seventy-five percent (75%) of the employee-spouse (or 75% of the

1 employee-only premium if the employee is unmarried or the spouse is not covered by the
2 City plan), provided that the City's insurance premium contribution shall not exceed Nine
3 Hundred Dollars (\$900.00) per month or Ten Thousand Eight Hundred Dollars
4 (\$10,800.00) per year. Coverage for other eligible dependents may be continued at the
5 retiree's expense. The City's insurance premium contribution cap shall be evaluated each
6 year to keep pace with current health insurance costs. For an Employee who dies in the line
7 of duty, the City shall contribute 100% of the monthly spouse and dependent (if
8 applicable) medical and dental premiums. For an Employee who is disabled, the City shall
9 contribute to insurance premium according to the formula found in City Code Section 2-
10 42. Retiree Health Insurance will only be available for Employees hired prior to October 3,
11 2016.

12 U. Retiree Health Insurance Re-Enrollment. Effective January 1, 2019, the City will allow
13 retired police officers with at least 20 years of full-time service to the City to drop the
14 City's health plan when they retire, or any time they become eligible for other coverage,
15 then rejoin the City's health plan at a later date. Retired police officers who are not
16 enrolled in the plan when they retire are also eligible for this program. All retiree re-
17 enrollments are subject to the following requirements:

- 18 1. Eligible retirees and their dependents must maintain continuous coverage
19 through another employer-sponsored health insurance program or an individual
20 ACA-compliant plan offered by a carrier licensed by the State of Indiana or, if
21 the retiree has moved out of Indiana, the retiree's state of residence.
- 22 2. Proof of continuous coverage must be submitted at the time of re-enrollment to
23 the City's Department of Human Resources.
- 24 3. Eligible retired police officers can rejoin the plan under the following
25 circumstances:
 - 26 A. Any year during the open enrollment period

1
2 B. Following a change in family status, provided application is made
3 within 30 days of the change. Such changes must be verified with
4 appropriate documentation.

- 5
6 4. Eligibility for the City's plan ends when the retiree or covered dependent qualifies
7 for Medicare.
8
9 5. Eligible retired police officers who fail to follow the foregoing rules shall forfeit
10 their eligibility for re-enrollment.
11

12 V. Police and Fire Employee INPRS. The City shall maintain membership in the 1977 Fund
13 and shall require members of the Department to meet the eligibility requirements for the
14 Fund. The City shall pay twenty-one percent (21%) of the established Police Officer First
15 class salary for each member of the Department participating in the 1977 Fund. In the
16 event that state actuary reports are lower than the twenty-one percent (21%) obligation
17 levied upon the City in any fiscal year, that amount shall be reflected as a credit toward the
18 six percent (6%) obligation levied upon the members of the Department.

19 W. Vacation Buy-Back. Employees may submit up to one third (1/3) of their unused annually
20 accrued vacation time. The City may buy back some or all of such vacation time and, if it
21 does so, shall buy back each hour of vacation time at the Employee's hourly rate.
22 Employees must submit their hours in no less than eight (8) hour increments to the
23 Department on the first Monday of the last pay period of a calendar year. Payment for any
24 submitted vacation, if approved, shall be rendered by the City before the last day in
25 February of the following year.

26 Sworn Personnel

27

28 1-5 years	Maximum of 4 full shifts eligible for submission (32 hours)
29 6-20 years	Maximum of 6 full shifts eligible for submission (48 hours)
30 21 or more years	Maximum of 7 full shifts eligible for submission (56 hours)

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

occurred, or more than (5) sick days were used. The only exception to this rule would be an on-duty injury. The hourly rate of pay for each eligible employee, for the purposes of this pay incentive only, shall be calculated as follows: [bi-weekly base pay plus (+) longevity]/80 hours.

X. Tuition Reimbursement. The City sponsors a tuition reimbursement program subject to City Code § 2-58, as amended, for full-time City employees who are so employed both on the year prior to the beginning of the course for which tuition reimbursement is requested and at the time the final request for reimbursement is made. To be eligible for tuition reimbursement the employee cannot have been subject to disciplinary probation, demotion, or suspension within the 90 calendar days immediately prior to the beginning date of the course for which tuition reimbursement is requested.

Y. Dependent Care. The City agrees to allow employees to utilize up to 5 days of their sick time annually for the unexpected care and treatment of a dependent. The City agrees to treat this benefit in the same manner as an employee sick day. This does not increase the amount of sick time afforded to an employee.

Z. On Call. Employees who are on call shall be compensated at a flat rate of ten dollars (\$10.00) per shift for regular weekdays and twenty-five dollars (\$25.00) per shift for Saturday, Sunday and City Holidays, in addition to all other forms of compensation. If an Employee is called in, he/she will receive monetary compensation for the hours he/she actually works.

AA. Additional Benefits. In addition to any other benefits set forth in this Agreement or in the City's employee handbook, Employees shall receive an additional vacation day upon completion of 25 years of service, and the City shall contribute to their employee health savings accounts in the following amounts:

Employee Only	From \$600.00 to \$800.00
Employee/Spouse	From \$800.00 to \$1,000.00
Employee/Child(ren)	From \$800.00 to \$1,000.00
Employee/Family	From \$1,000.00 to \$1,200.00

1 BB. 2023 Inflation Bonus. Each Employee who is employed by the City on February 4, 2023,
2 shall receive a one-time inflation bonus equal to two percent (2%) of their 2023 base
3 salary.

4
5 CC. COBRA Administration Fee Waiver. The City agrees to waive the two percent (2%)
6 administration fee for Employees and their dependents who are entitled to elect COBRA
7 continuation coverage when a qualifying event occurs.

8 DD. No Diminishment of Benefits. The City shall not diminish any employee benefit included
9 in its employee handbook but not part of this Agreement. This obligation shall continue
10 through Agreement termination, and said handbook is hereby included and made a part
11 hereof by reference.

12
13 **Section 12**

14 The City shall allow FOP meetings to be held in City buildings at times agreed to by the Chief. The FOP
15 will be responsible for the care and security of the building during such meetings. The City will allow the
16 FOP to utilize electronic bulletin boards, e-mail systems, Internet access and paging systems in
17 accordance with existing City policies.

18 **Section 13**

19 No Employee will be required to join, support or pay dues to the FOP. There shall be no discrimination,
20 interference, restraint or coercion by the City or FOP against any Employee for activities or membership
21 in the FOP, or a refusal to support, be active in or become a member of the FOP.

22
23 **Section 14**

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

- 25
26 (A) Maintain order, discipline and efficiency in the operations of the Department;
27 (B) Hire, direct, transfer, promote, discharge or otherwise discipline Employees in
28 accordance with law;
29 (C) Operate and manage the work of the Department;
30 (D) Allocate personnel, apparatus, police stations and sub-stations and other resources in a
31 manner the Chief believes is in the best interest of public safety and the safety of
32 personnel; and

(E) In addition, all terms and conditions of employment not addressed above in this Section or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City.

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

Section 15

The parties agree that, if the Common Council fails or refuses to fully fund this Agreement under circumstances wherein full funding would not adversely affect a vital governmental function of the City, all financial provisions of this Agreement shall become null and void to the extent they are not funded, and that they will return to the negotiation process to negotiate Agreement terms that are consistent with the level of funding approved by the Common Council. The City agrees to promptly consult with the FOP Executive Board, upon request, regarding changes made to an Employee's working conditions and/or standards. However, subject to Section 11 of this Agreement, the salary, bonus, vacation and sick leave benefits in effect for Employees pursuant to this Agreement shall not be reduced without the mutual consent of the City and the FOP Executive Board.

Section 16

Neither party shall be liable for its failure to perform any of its obligations under this Agreement that have become practicably impossible because of circumstances beyond the reasonable control of that party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; government acts or orders; epidemics, pandemics; and, national, state, county or City emergencies. Written notice of a party's failure or inability to perform due to force majeure shall be given to the other party within seven (7) business days from the date of the substantial commencement of the force majeure event and shall describe the event (and its commencement date) therein with reasonable certainty. The parties agree to meet and discuss proposed changes to each side's performance obligations under the Agreement necessitated by a force majeure event and shall utilize reasonable efforts to come to terms on any amendment to the Agreement. Any amendments to the Agreement shall be incorporated within the Agreement as if fully set forth herein and shall be in writing and signed by both parties.

1 SO APPROVED AND ADOPTED.

2
3 CARMEL BOARD OF PUBLIC WORKS
4 SAFETY ("BOARD")

5
6 BY:

7
8 James Brainard, Presiding Officer

9 Date:

10
11
12
13 Mary Ann Burke, Member

14 Date:

15
16
17 Lori S. Watson, Member

18 Date:

19
20 ATTEST:

21
22
23 Sue Wolfgang, Clerk

24
25 COMMON COUNCIL FOR THE CITY OF CARMEL

26
27
28 Kevin D. Rider, President

29
30
31 Sue Finkam

32
33
34 H. Bruce Kimball

35
36
37 Adam Aasen

38
39
40 Miles Nelson

41
42 ATTEST:

43
44
45 Sue Wolfgang, Clerk

FRATERNAL ORDER OF POLICE AND
Lodge #185 ("FOP")

BY:


Blake Lytle, President

Date:


Matthew Broadnax, Vice-President

Date:


Mark Paris, Treasurer

Date:

1 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
2 _____ 2022, at _____, M.
3

4
5 _____
6 Sue Wolfgang, Clerk

7 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
8 _____ 2022, at _____, M.
9

10
11 _____
12 James Brainard, Mayor

13 ATTEST:
14

15 _____
16 Sue Wolfgang, Clerk
17
18
19



11/22/2022

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

Re: Request for Variance (Footings and foundation) at 41 N Rangeline Rd

Dear Board Members:

Lot One Partners LLC, owner of the property with the common address 41 N Rangeline Rd, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a Footings and foundation 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.

Respectfully,

Jeremy Kashman, PE
City Engineer



11/22/2022

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

Re: Consent to Encroach (Footings and foundation) at 41 N Rangeline Rd

Dear Board Members:

A Consent to Encroach document signed by Lot One Partners LLC, owners of the property with the common address 41 N Rangeline Rd , 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 12/07/2022 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman", is written over a light blue circular stamp.

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Lot One Partners LLC, 41 N Rangeline Rd. Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

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

WHEREAS, the current Owner wishes to install Footings and foundation on the Real Estate (the "Encroachment") which will encroach into those segments of 1st Street NE, N Rangeline Road, E Main Street (the "Right of Way") which are contiguous to the Real Estate and which are identified on the drawing attached hereto and incorporated herein by reference as Exhibit B (the "Drawing"), in the manner and locations shown on the Drawing; and

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

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

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

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

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.

4. Owner agrees that City shall have the right to remove any portion of the Encroachment as City deems necessary, in City's sole discretion and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Encroachment, the Real Estate, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach within the Right of Way, as provided in this instrument, regards the City's Right of Way interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Right of
6. Owner agrees and acknowledges that the Encroachment, as provided in this instrument, does not violate any covenants and restrictions applicable to the Encroachment
7. Owner agrees that the Encroachment will not create standing water and/or other drainage problems that affect the City or adjacent property owners and that, if such problems arise, the City, in its sole discretion, may itself remove or may notify Owner who shall then immediately remove, all or any portion of the Encroachment as is necessary to correct such problems, at Owner's sole cost and expense.
8. Owner agrees that the water flow from the Encroachment shall be directed away from all street travel lanes and that water from the Encroachment shall not be permitted to spray onto, traverse or otherwise come into contact with any travel lanes or paved areas of any street or street intersection.
9. Owner agrees to repair or replace, at Owner's sole cost and expense and to the City's reasonable satisfaction, any utilities or improvements (whether located above, below, or on the surface of the Right-of-Way) damaged as a result of the installation, construction, maintenance or operation of the Encroachment.
10. Owner agrees to install identification tape or identification wire on the Encroachment that will allow the City to readily determine the underground location of any Encroachment.
11. Owner agrees not to alter the ground surface elevation within the limits of the Right of Way at any time.
12. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Right of Way and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Encroachment.
13. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, (i) from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury, death or property damage occurring during the initial installation and during any subsequent use, maintenance or repair of the Encroachment and (ii) for any failure of proper disclosure pursuant to Paragraph 18 hereof.
14. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
15. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.

16. This Agreement shall be effective as of the date on which it is last executed by a party hereto.
17. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Real Estate on and after the effective date of this Agreement.

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Michael J. Jones
Printed Name
[Signature]
Signature
Date: 11/21/2022

Printed Name

Signature

Date: _____

STATE OF INDIANA)

) SS:

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Michael Jones

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 21st day of November 2022

My Commission Expires:

June 12, 2024

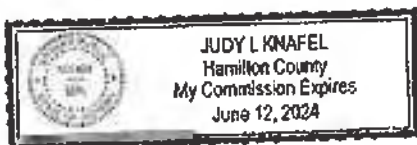
NOTARY PUBLIC

Judy L. Knafel
Judy L. Knafel

Printed Name

My County of Residence:

Hamilton



"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 7th day of December, 2022

My Commission Expires:

12/15/2029

NOTARY PUBLIC

Holly J. Harmeyer

Printed Name

My County of Residence: Hamilton

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

LEGAL DESCRIPTION (COMMITMENT NO. 102100088 REVISION A)**TRACT I:**

Lots 1, 2, and 3 in the Original Plat of the Town of Bethlehem, now City of Carmel, recorded in Deed Record E, page 512, in the Office of the Recorder of Hamilton County, Indiana.

Also: A part of Lot No. 4 in the Original Plat of Carmel, as follows: Begin at the northwest corner of said Lot, run thence east 85 feet, thence south 66 feet, thence west 85 feet, thence north 66 feet, to the place of beginning, in Hamilton County, Indiana.

Except: A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.

Also: Begin at the Southeast corner of Lot 4 in the Original Plat of Carmel, run thence West 80 feet, thence North 66 feet, thence East 80 feet, thence South 66 feet to the place of beginning, in Hamilton County, Indiana.

Also: Vacated alley set out in Decree Vacating Alley filed September 29, 1970 in Hamilton Circuit Court Cause No. 70-400, which was recorded October 2, 1970 in Miscellaneous Record 121, page 65.

Also, The following described real estate in Hamilton County, State of Indiana, described as follows: A part of the west half of the Northwest Quarter of Section Thirty (30), Township Eighteen (18) North, Range Four (4) East; begin at the northeast corner of Lot Number One (1) in the Original Town of Bethlehem, now City of Carmel, and run East 10 rods; thence South 4 rods; thence West 10 rods, to the southeast corner of said lot number one; thence North 4 rods to the place of beginning, containing .25 of an acre, more or less.

Also, Begin at the northeast corner of Lot No. 2 in the Original Town of Bethlehem, now Carmel, in that part known as the Mills Addition to said Town, and run east 10 rods, thence south 4 rods, thence west 10 rods to the southeast corner of said Lot No. 2, thence north 4 rods to the place of beginning, the same being a part of the West Half of the Northwest Quarter of Section 30, Township 18 North, Range 4 East, adjoining said Town, now City, of Carmel, Hamilton County, Indiana.

Also, That part of the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Third Principal Meridian, described as follows: Beginning 33 feet North and 208 feet East of the Southwest corner of the Northwest Quarter of said Section and running thence North 132 feet; thence East 77 feet; thence South 132 feet; thence West 77 feet to the place of beginning, in Hamilton County, Indiana.

Also, Vacated public alley right-of-way per Ordinance D-2525-20 recorded September 18, 2020 as Instrument No. 2020065000 and described as follows:

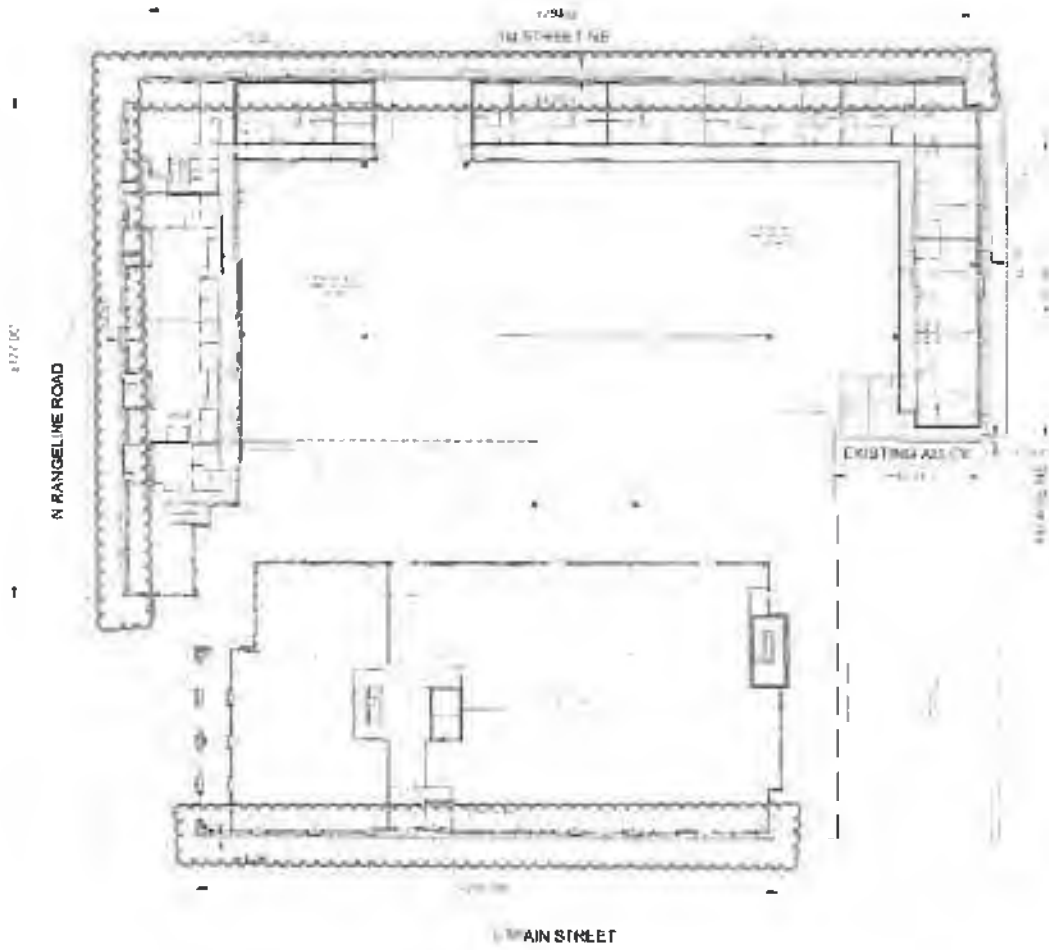
Part of an un-platted alley located just east of Lots 3 and 4 of The Town of Bethlehem (Now Carmel), as recorded as plat thereof in Deed Record "E", page 512 in the Office of the Recorder of Hamilton County, Indiana, lying in the Northwest Quarter of Section 30, Township 18 North, Range 4 East of the Second Principal Meridian, Clay Township of Hamilton County, Indiana, being more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on March 28, 2020, as follows:

BEGINNING at the southeast corner of said lot 4; thence North 00 degrees 06 minutes 04 seconds West along the easterly lines of said Lot 4 and Lot 3 and the northerly extension of said easterly line of Lot 3 a distance of 142.00 feet to the southeast corner of Lot 2 of said Town of Bethlehem; thence North 89 degrees 44 minutes 42 seconds East along the southerly line of the real estate conveyed to City of Carmel Redevelopment Commission as recorded in Instrument Number 2017019558 in said Recorder's office a distance of 86.97 feet; thence South 00 degrees 15 minutes 18 seconds East a distance of 10.00 feet to the northeast corner of the real estate conveyed to City of Carmel Redevelopment Commission in Instrument Number 2016046274 in said Recorder's office; the following two courses being along north and west lines of said real estate; (1) thence South 89 degrees 44 minutes 42 seconds West a distance of 77.00 feet; (2) thence South 00 degrees 06 minutes 04 seconds East a distance of 132.00 feet to the north right-of-way line of Main Street; thence South 89 degrees 44 minutes 42 seconds West along said north line a distance of 10.00 feet to the Point of Beginning, containing 0.050 acres of land, more or less.

TRACT II:

A part of Lot Four of the Original Plat of Carmel, recorded in Plat Book E, page 512 in the Office of the Hamilton County Recorder, Hamilton County, Indiana and more particularly described as follows: Commencing at the Southwest Corner of Lot Four of the Original Plat of Carmel; thence East along the South line of said Lot Four 20 feet to the East edge of an existing landscaped area and the Point of Beginning; thence North along the East edge of said landscaped area 24 feet; thence East 19.33 feet; thence South 24 feet to the South line of said Lot Four, thence West along said Lot line 19.33 feet to the Point of Beginning and containing 463.92 square feet more or less.

Exhibit A



ENCROA - NT DATA SUMMARY



**BUILDING FOUNDATION
ENCROACHMENT EXHIBIT**
1st ON MAIN



11/30/2022

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

Re: Request for Variance (deck) at 1627 Quail Glen Ct

Dear Board Members:

Nguyen, Thomas, owner of the property with the common address 1627 Quail Glen Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

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

- 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



11/30/2022

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

Re: Consent to Encroach (deck) at 1627 Quail Glen Ct

Dear Board Members:

A Consent to Encroach document signed by Nguyen, Thomas, owners of the property with the common address 1627 Quail Glen Ct , 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 12/07/2022 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 blue ink, appearing to read "J. Kashman", is written over a horizontal line.

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Nguyen, Thomas, 1627 Quail Glen Ct, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 58 ("Lot") in FAIRGREEN TRACE 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 2 SLIDE 675, Instrument Number 2001-67204 in the Office of the Hamilton County Recorder on 10/18/2001, as FAIRGREEN TRACE (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15-foot Utility and Drainage Easement, identified as "15' U&DE" 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

Thomas Nguyen

Printed Name

Signature

Date:

11-18-22

PROPERTY OWNER

Printed Name

Signature

Date:

STATE OF INDIANA)

COUNTY OF)

HAMILTON

) SS:

Before me, a Notary Public in and for said County and State, personally appeared

THOMAS NGUYEN

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

18th

day of

NOVEMBER

, 2022

My Commission Expires:

03-01-2023

NOTARY PUBLIC

FRANCIS A. AMPIL

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 7th day of December, 2022

My Commission Expires:

12/15/2029

NOTARY PUBLIC

Holly J. Harmeyer

Printed Name:

My County of Residence: Hamilton

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

LAND DESCRIPTION

A part of the Southeast Quarter of Section 36, Township 18 North, Range 3 East in Hamilton County, Indiana, described as follows:

Commencing at the southeast corner of said Quarter Section; thence North 89 degrees 19 minutes 05 seconds West (assumed bearing) along the south line of said Quarter Section, 385.00 feet to the Point of Beginning; thence continuing along said south line North 89 degrees 19 minutes 05 seconds West 80.04 feet to the west line of the abandoned Traction Company Line and being a point on a curve to the left having a radius of 2824.79 feet, the radius point of which bears North 87 degrees 37 minutes 01 seconds West, the following two courses being along said abandoned Traction Company Line; (1) thence northerly along said curve an arc length of 77.23 feet to a point which bears South 89 degrees 11 minutes 00 seconds East from said radius point; (2) thence North 00 degrees 49 minutes 00 seconds East 222.72 feet to the north line of the real estate described in deed to Roger E. & Anita L. Nix per Instrument #9427864 as recorded in the Office of the Recorder of said County; thence North 89 degrees 19 minutes 56 seconds West along said north line, 117.23 feet to the northwest corner of said real estate; thence South 00 degrees 35 minutes 28 seconds West along the west line thereof, 299.91 feet to the south line of said Quarter Section; thence North 89 degrees 19 minutes 05 seconds West along said south line, 239.97 feet to the east line of the real estate described in deed to Trinity Homes per Instrument #9955418 as recorded in the Office of the Recorder of said County; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said Southeast Quarter, 1121.75 feet; thence South 89 degrees 41 minutes 42 seconds East, 452.03 feet to the east line of the former Traction Company Line, also being the west line of the real estate described in deed to the Firestone Tire & Rubber Company per Instrument #882443 as recorded in the Office of the Recorder of said County; thence South 00 degrees 49 minutes 00 seconds West along the east line of said former Traction Company Line, 1047.62 feet to a point on a curve having a radius of 2804.79 feet, the radius point of which bears North 89 degrees 11 minutes 00 seconds West, thence southerly along said curve an arc length of 77.05 feet to the south line of said Quarter Section and the Point of Beginning, containing 10.65 acres, more or less.

THIS SUBDIVISION CONSISTS OF 24 LOTS NUMBERED 41 THROUGH 64 AND BLOCKS A, B, AND C TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREIN.

THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE A LAND TITLE SURVEY RECORDED AS INSTRUMENT NUMBER 200000042479 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION IN THE LANDS SURVEYED WITHIN THE CROSS REFERENCED LAND TITLE SURVEY, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF;

WITNESS MY SIGNATURE THIS 25th DAY OF August 2000.

Willard E. Johnson

WILLARD E. JOHNSON
REGISTERED LAND SURVEYOR
INDIANA - #LS29600017



EXHIBIT B

Schneider

Indianapolis, IN 46216-1037
317-826-7100
317-826-7110 FAX

Surveying
Landscaping Architecture
GIS • LIS
Geology

TH

NOTE:

THIS DRAWING IS BASED ON CONSTRUCTION PLANS OR RECORD DRAWINGS AND IS NOT BASED UPON A FIELD SURVEY. THE SUFFICIENCY OF THIS INFORMATION. THE CONTRACTOR SHOULD VERIFY EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCY FOUND UPON THIS DRAWING SHOULD BE REPORTED TO THE SCHNEIDER CORPORATION IMMEDIATELY. FAILURE TO DO SO WILL RESULT IN THE CONTRACTORS ASSUMPTION OF LIABILITY.

LOT # 58
8,227 SF

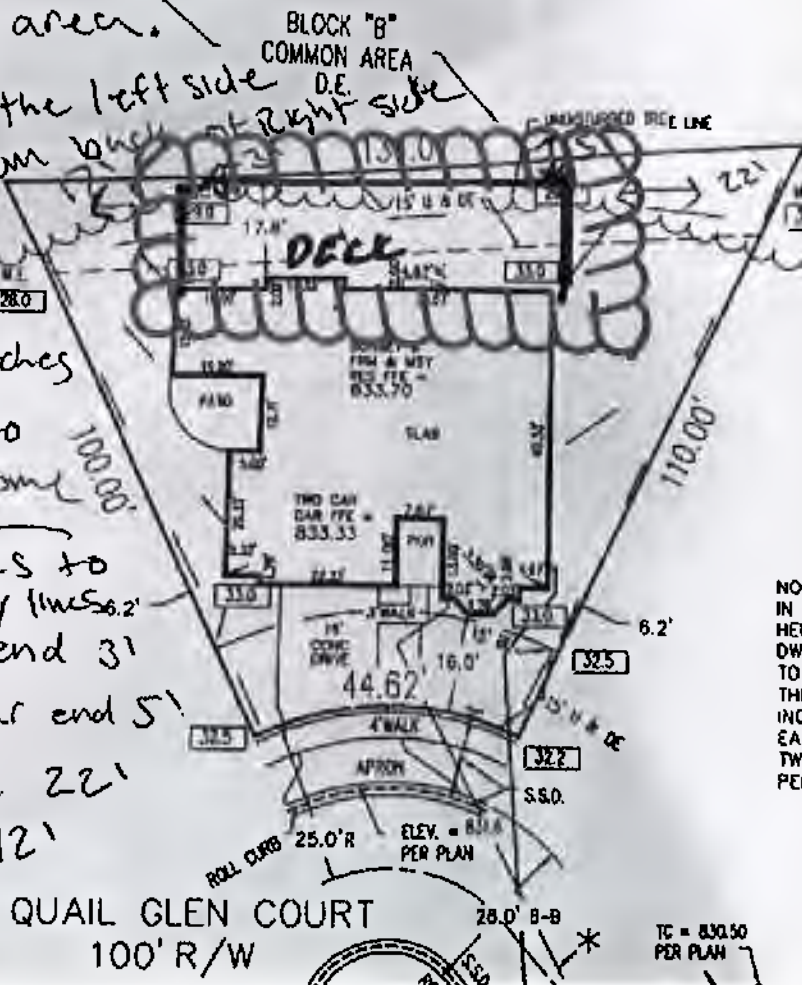


DECK is in the highlighted area.

15' out on the left side
16' out from back of Right side

Deck stretches from end to end of home

Measurements to Property lines:
Left Rear end 3'
Right Rear end 5'
Right side 22'
Left side 12'



* APPROX. CONFIR. CONST. AND W.

SQUA

CONC. DRI
PUBLIC WA
PRIVATE W
SOD - 56'
SOD FULL

NOTE:
IN THE RESIDENTIAL HEIGHT TO TWENTY DWELLING MAY BE TO THIRTY-FIVE (THE SIDE AND RE INCREASED AN AC EACH FOOT SUCH TWENTY-FIVE (25' PER CARMEL ZON

NOTE:
CONTRA
A 10 FC
BETWEEN
LATERAL



11/18/2022

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

Re: Request for Variance (elevated deck and enclosure) at 2647 Highmount Ct

Dear Board Members:

Sottong, Christopher & Susan h&w jt, owner of the property with the common address 2647 Highmount Ct, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a elevated deck and enclosure 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



11/18/2022

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

Re: Consent to Encroach (elevated deck and enclosure) at 2647 Highmount Ct

Dear Board Members:

A Consent to Encroach document signed by Sottong, Christopher & Susan h&w jt, owners of the property with the common address 2647 Highmount Ct , 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 12/07/2022 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Kashman".

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Sottong, Christopher & Susan h&w jt, 2647 Highmount Ct, Carmel, Hamilton County, Indiana 46033, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 21 ("Lot") in YORKTOWN WOODS, 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 4 SLIDE 48, Instrument Number 2006-17282 in the Office of the Hamilton County Recorder on 03/30/2006, as YORKTOWN WOODS (the "Plat"); and

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

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

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 20-foot Drainage and Utility Easement, identified as "20' D.&U.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

Christopher Sotting

Printed Name

Chris Sotting

Signature

Date: 11.16.22

PROPERTY OWNER

SUSAN E. SOTTONG

Printed Name

Susan E. Sotting

Signature

Date: 11.16.22

STATE OF INDIANA)

COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Christopher & Susan Sotting 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 16 day of November, 2022.

My Commission Expires:

01-26-2030

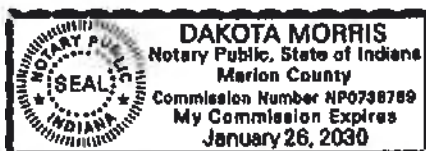
Dakota Morris

NOTARY PUBLIC

Dakota Morris

Printed Name

My County of Residence: Marion County



"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



SLOPE GRADE TO DRAIN AWAY FROM STRUCTURE

Architectural Site Plan
SCALE: 1" = 20'-0"



Area Location Map
NO SCALE

SQUARE FOOTAGE TABLE

PROPOSED

FIRST FLOOR	1,231 SF
SECOND FLOOR	1,211 SF
BASEMENT (FINISHED AND UNFINISHED)	1,231 SF
GARAGE	672 SF
DRIVEWAY	948 SF
LOT	5,300 SF
PROPOSED SCREEN PORCH	156 SF

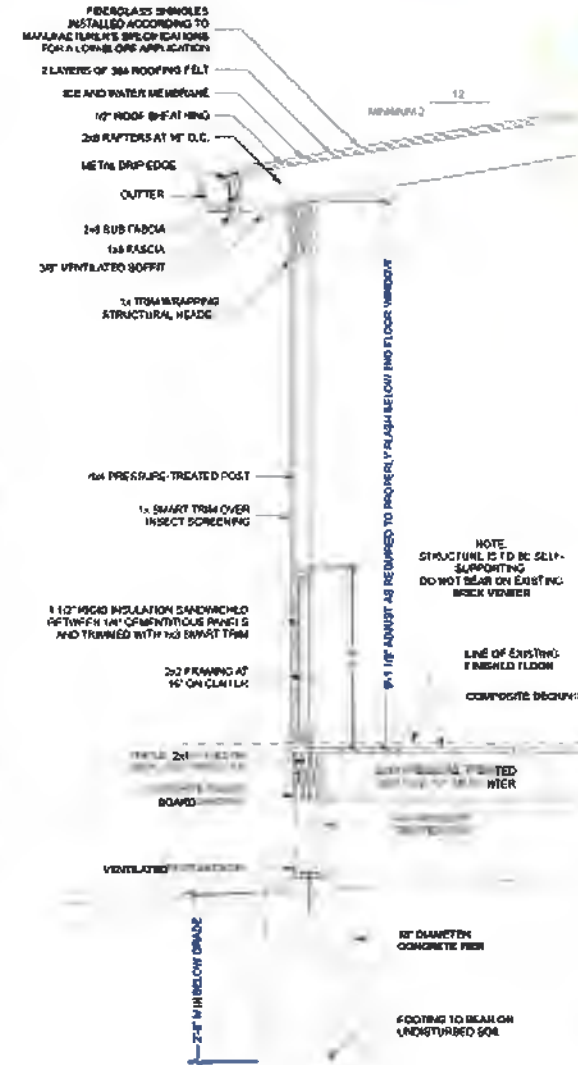


Typical Door and Window Framing
SCALE: 1/4" = 1'-0"

GENERAL NOTES.

THE BUILDER SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN. IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES, CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).



Typical Wall Section
SCALE: 1/2" = 1'-0"



11/30/2022

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

Re: Request for Variance (screened porch) at 14035 Inglenook Ln

Dear Board Members:

Wilkinson, John J & Lydia J h&w, owner of the property with the common address 14035 Inglenook Ln, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a screened porch 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



11/30/2022

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

Re: Consent to Encroach (screened porch) at 14035 Inglenook Ln

Dear Board Members:

A Consent to Encroach document signed by Wilkinson, John J & Lydia J h&w, owners of the property with the common address 14035 Inglenook Ln , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 12/07/2022 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

Jeremy Kashman, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



CONSENT TO ENCROACH

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Wilkinson, John J & Lydia J h&w, 14035 Inglenook Ln, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 51 ("Lot") in WESTWOOD ESTATES, section 1, 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 3 SLIDE 313, Instrument Number 2003-124222 in the Office of the Hamilton County Recorder on 12/10/2003, as WESTWOOD ESTATES, section 1 (the "Plat"); and

WHEREAS, the current Owner wishes to install a screened porch 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 drainage easement, identified as "10' D.E." on Exhibit B (the "Easement"); and

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

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

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

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

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

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

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

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

John J. Wilkinson

Printed Name

[Signature]
Signature

Date: 11-20-2022

PROPERTY OWNER

LYDIA J WILKINSON

Printed Name

[Signature]
Signature

Date: 11-20-22

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared
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 20th day of November, 2022.

My Commission Expires:

09/15/2023

John Jesse Wilkinson
Lydia Jeanette Wilkinson

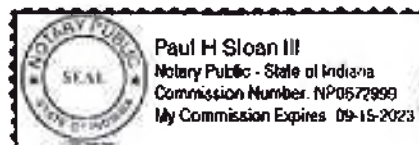
[Signature]

NOTARY PUBLIC

Paul H Sloan III

Printed Name

My County of Residence: Baene



"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

SECONDARY PLAT WESTWOOD ESTATES SECTION I

Legal Description Westwood Estates Section I

I, the undersigned hereby certify that to the best of my knowledge, information, and belief, the within plat accurately represents a survey performed under my supervision of a parcel of property situated in the State of Indiana, County of Hamilton, containing 34.792 acres being located in the Southwest Quarter of Section 21, Township 18 North, Range 3 East being more particularly bounded and described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 21, thence South 89°59'18" East a distance of 875.38 feet along the north line of said Southwest Quarter to the Point of Beginning, said point lying North 89°59'18" West a distance of 369.28 feet from the Northeast corner of the Northwest Quarter of said Southwest Quarter; thence continuing South 89°59'18" East along said north line a distance of 369.28 feet to the Northeast corner of the Northwest Quarter of said Southwest Quarter; thence continuing South 89°59'18" East along the North line of said Southwest Quarter a distance of 595.85 feet; thence South 00°15'06" West, parallel to the West line of the East Half of said Southwest Quarter, a distance of 1315.84 feet to a rebar; thence North 89°59'38" West, a distance of 595.85 feet to a rebar on the West line of said East Half; thence North 00°15'06" East along the East line of said Northwest Quarter of the Southwest Quarter a distance of 19.01 feet; thence North 89°59'18" West parallel to said North line of the Southwest Quarter a distance of 874.12 feet; thence South 89°42'43" East a distance of 249.87 feet; thence South 00°17'17" West a distance of 13.00 feet; thence South 89°42'43" East a distance of 153.28 feet; thence North 00°45'39" East a distance of 210.73 feet; thence North 89°42'43" West a distance of 111.80 feet; thence North 00°09'39" East a distance of 226.58 feet to the Point of Beginning and containing 34.792 acres of land, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

The sources of recorded survey data are the records of the Hamilton County, Indiana, Recorder, referenced in the foregoing description.

CERTIFICATE OF SURVEY

This subdivision consist of 53 lots numbered 1 through 53 incl.-ive, and Common Areas A, B, C, and D. The locations and dimensions of the Lots, Common Areas, Streets and Easements are shown in feet and decimal parts thereof.

I, the undersigned, do hereby certify the within plat to be true and correct to the best of my knowledge and belief, and to represent a portion of the real estate as the boundaries were defined by surveys prepared by myself, and recorded on March 17, 2003 as Instrument # 2003-28097 and Instrument # 2003-28097.

I further certify that all the monuments shown actually exist or will be installed in their positions correctly and that all dimensions and geodetic data is correct.

Witness my hand and seal this 29th day of October, 2003.

Bruce E. Hagen
Bruce E. Hagen
Registered Land Surveyor No. 930005



EMHT
CONSULTING ENGINEERS & SURVEYORS
6994 HILLSDALE COURT
INDIANAPOLIS, IN 46250
FAX: 317-913-6928
PH: 317-913-6930

PUBLIC RIGHT OF WAY

The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

PLAT COVENANTS AND RESTRICTIONS

WESTWOOD ESTATES SECTION ONE

The undersigned, Justus Home Builders Inc., an Indiana Corporation (the "Developer"), is the Owner of the real estate more specifically described herein (the "Real Estate"). The Developer is concurrently plotting and subdividing the Real Estate as shown on the plat for Westwood Estates Section One, which is filed of record simultaneously herewith in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Westwood Estates Section One". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Westwood Estates, dated November 20, 2003 and recorded on November 23, 2003 as Instrument No. 2003-28097. In the office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Westwood Estates Homeowners Association, Inc. (the "Association") set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. COMMON AREAS

There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created as conservation easements and shall not be used for residential home construction.

2. UTILITY AND DRAINAGE EASEMENTS

There are areas of ground on the Plat marked "Utility Easements and Drainage Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables, underground sanitary sewer systems, and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Drainage Board and prior written approval of the Developer or the Association. The delineation of the Utility Easements and Drainage Easements areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, pools, landscaping, fences or walkways, shall be erected or maintained upon said easements.

3. LANDSCAPE EASEMENTS

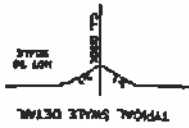
There are areas of ground on the Plat marked "Landscape Easements". Such Landscape Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation patios, decks, walkways, patios and fences, shall be erected or maintained upon said Landscape Easements. The landscape easements shall also provide for access for the public to utilize the asphalt walking path located within the common area for access through the common areas to adjoining properties. Access to the public shall be limited to the asphalt path only.

4. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS

Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard setback shall be as designated on the Plat. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be five (5) feet with an aggregate of ten (10) feet between buildings.

Apr. 28. 2006 2:23PM STOEPPELWERTH
 CALL TWO PERSONS DURING YOUR DAY
 100% SURE
 04/28/06 2:23 PM
 100% SURE

No. 5352 P. 1/1



LOT 51
 WESTWOOD ESTATES
 SECTION 1
 P.C. 43 SUE 4313
 INST. #200300124222
 CURRICATE OF CORRECTION
 INST. #200400013652
 CURRICATE OF CORRECTION
 INST. #20040004412
 S. MINIMUM SIDE YARD
 10' MINIMUM ADJACENT
 20' MINIMUM REAR YARD

Not to Scale
 1/2" = 10' 0"
 1/4" = 5' 0"
 1/8" = 2' 6"

TOP OF CASTING = 807.69
 BENCHMARK

ALL UNLOCATED RECORDS AND NOTES
 SHOULD BE KEPT BY OWNER

- 1/2" = 10' 0"
- 1/4" = 5' 0"
- 1/8" = 2' 6"
- 1/16" = 1' 3"
- 1/32" = 6"
- 1/64" = 3"
- 1/128" = 1' 6"
- 1/256" = 7' 6"
- 1/512" = 15' 0"
- 1/1024" = 30' 0"
- 1/2048" = 60' 0"
- 1/4096" = 120' 0"
- 1/8192" = 240' 0"
- 1/16384" = 480' 0"
- 1/32768" = 960' 0"
- 1/65536" = 1920' 0"
- 1/131072" = 3840' 0"
- 1/262144" = 7680' 0"
- 1/524288" = 15360' 0"
- 1/1048576" = 30720' 0"
- 1/2097152" = 61440' 0"
- 1/4194304" = 122880' 0"
- 1/8388608" = 245760' 0"
- 1/16777216" = 491520' 0"
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November 30, 2022
Board of Public Works
One Civic Square
Carmel, Indiana 46032

RE: Drainage Easement – 331 1st Ave NE

Dear Board Members:

Attached is a Drainage Easement document for Sophia Cromwell. The Grantor, Sophia Cromwell has requested the city to accept this Drainage Easement.

The Department of Engineering has reviewed the attached document and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, PE
City Engineer

DRAINAGE EASEMENT

This Drainage Easement (hereafter the "Easement") is entered into by and between **Sophia G. Cromwell**, an adult individual ("Grantor"), and the **City of Carmel, Indiana**, a municipal corporation, by and through its Board of Public Works and Safety, ("Grantee");



WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real estate located in Carmel, Hamilton County, Indiana, and legally described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** (the "Easement Property"); and

WHEREAS, Grantor is desirous of granting and Grantee is desirous of acquiring this Easement, over the Easement Property, for purposes of installing certain drainage facilities, (described below) all subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

Section 1. Preambles, Recitations and Definitions. The foregoing preambles, recitations, and definitions are made a part of this Easement as though fully set forth in this Easement and, further, the following words and terms, as used throughout this Easement, shall have the following definitions:

- A. **Applicable Laws.** The term "Applicable Laws", as used throughout this Easement, shall mean the ordinances and regulations of the City of Carmel, Indiana, as amended from time to time.
- B. **Drainage Facilities.** The term "Drainage Facilities" shall mean underground pipes and drainage infrastructure including but not limited to inflow and outflow pipes, control structures, conduit, rip-rap and related equipment.

Section 2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement which is appurtenant to and shall run with the Easement Property in, on, over, under, across, upon and through the Easement Property for purposes of (i) providing drainage over, under, across, upon and through the Easement Property and (ii) the installation, repair, maintenance, replacement and operation of the Drainage Facilities.

Grantee shall have the right of ingress and egress over, under, upon and across any land, driveways and roadways located on the surface of the lands owned by Grantor, adjacent to the Easement Property, for purposes of access to the Easement Property. The Easement also includes the rights and privileges to temporarily use, from time to time, additional space, where available and necessary, that is adjacent to the Easement Property for the temporary storage of equipment and materials necessary for the installation, repair, maintenance, replacement and operation of the Drainage Facilities located in, under, upon, over, and/or across the Easement

Property, to do all acts and things requisite and necessary for the full enjoyment of the Easement hereby granted, including removing undergrowth and/or other obstructions above, within, under, or immediately surrounding the Easement Property which may injure, endanger or interfere with Grantee's use and enjoyment of this Easement. With the prior consent of Grantor, which consent shall not be unreasonably withheld, Grantee may remove trees, structures, and obstructions of a significant size.

Section 3. Construction, Maintenance and Repair. Grantee shall be responsible at Grantee's cost and expense, for constructing and operating the Drainage Facilities. The Drainage Facilities shall be the property of Grantee and Grantor shall have no interest in or rights to the Drainage Facilities. Grantee, at its expense, shall maintain the Drainage Facilities to long as such Drainage Facilities are located within the Easement Property. Grantee may maintain, repair and/or remove the Drainage Facilities. If Grantee removes the Drainage Facilities, Grantee shall not have any obligation to replace the Drainage Facilities.

Grantor shall maintain the Easement Property including keeping the Easement Property free from debris, silt and refuse. Notwithstanding the foregoing, the cost of repairing any damage to the Drainage Facilities caused by Grantor, its employees, agents, contractors, licensees, invitees or tenants shall be at Grantor's sole cost and expense. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, roots, and/or other vegetation upon, under or over the Easement Property. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Property and, where available and necessary, so much of the adjoining land of Grantor during those times when Grantee is constructing, installing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Drainage Facilities.

Section 4. Grantor's Use of the Easement Property. Grantor shall not place, or permit the placement of, any obstructions including, but not limited to, any fence, structure, asphalt, gravel, trees, concrete or other improvements (other than those installed by Grantee) which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction. Grantor shall not, without the prior written consent of Grantee, (a) construct or install, or permit the construction or installation of any utility lines or equipment or any building, house, other above-ground structure, or improvements, upon the Easement Property; or (b) excavate or place, or permit the excavation or placement of, any dirt or other material upon or below the Easement Property.

Section 5. Easement Appurtenant. This Easement and the terms and conditions stated herein shall be appurtenant to, imposed upon, applied to, and run with the Easement Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns in accordance with the provisions hereof.

Section 6. Miscellaneous Provisions. The following other provisions shall apply to this Easement:

- A. **Restoration.** Following the construction of the Drainage Facilities and any maintenance, repair or replacement thereof by Grantee, and subject to Grantee's rights to remove certain items as set forth in Section 3, Grantee shall restore the Easement Property, and so

much of the adjoining land of Grantor as is used by Grantee per the terms of Section 2 and Section 3 above, to the extent practicable, to substantially the same condition in which it existed immediately prior to such construction, maintenance, repair and replacement and to the reasonable satisfaction of Grantor.

- B. No Barriers. No person shall install, construct, erect, maintain or place (i) any improvement, fence, landscaping, lights or other feature on, in or under the Easement Property or (ii) any barriers or other obstructions restricting, limiting, interfering or blocking the Drainage Facilities.
- C. Amendment and Termination. This Easement may be amended or released only by a written instrument signed and recorded (i) by the then owner of the Easement Property and Grantee, by and through the Board of Public Works & Safety of Carmel, Indiana or its successor, which acting as aforesaid in conjunction with the then owner of the Easement Property; (ii) by an order of a court of competent jurisdiction; or (iii) otherwise in accordance with or as may be required by Applicable Laws.
- D. Remedies. In the event of a breach or threatened breach of this Easement, each party shall be entitled to all legal and equitable rights and remedies available at law or in equity, including, but not limited to, specific performance and injunctive relief.
- E. Intentionally deleted.
- F. Severability. If any provision of this Easement is held to be illegal, invalid or unenforceable under any present or future statute or judicial decision, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby.
- G. Authority and Representations. The person executing this Easement on behalf of Grantor hereby represents and warrants that he has the authority to bind Grantor to the terms and conditions set forth herein, that all necessary action therefore has been taken and that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of the Easement over the Easement Property. Grantor will indemnify Grantee against any loss, damage or cause of action from a failure under this Section 6(G).

Grantor represents and certifies that it is the fee simple owner of the Easement Property; that Grantor guarantees the quiet possession of the Easement Property to Grantee for the exercise by Grantee of its rights under this Easement; and that the Easement Property is free of any mortgages or monetary liens except the lien of current taxes. Grantor will warrant and defend Grantee's rights and/or title to the Easement Property granted hereby against all claims thereon. Grantor represents and warrants that Grantor has obtained all necessary consents and approvals of any mortgagee or other third party required for the granting of this Easement. Grantor will indemnify Grantee against any loss, damage or cause of action resulting from Grantor's failure to obtain any such consent and approval.

- H. Entire Agreement. It is understood that all the provisions of this Easement are stated herein and no verbal agreements or promises will be binding on the parties hereto or their successors in interest.
- I. Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.
- J. Environmental Matters. Grantor covenants and represents that to its actual knowledge, the Easement Property is not presently the subject of, nor is there the threat of any federal, state or states, or local environmentally related lien, proceeding, claim, liability or action. Grantor agrees that between Grantor and Grantee, the acceptance of this Easement by Grantee shall not increase the liability of Grantee for environmentally related claims arising from or related to (i) conditions on the Easement Property prior to the acceptance of this Easement; (ii) acts of Grantor or any other third party; or (iii) conditions on the Easement Property not created by Grantee. Grantor shall cooperate with Grantee in complying with any and all applicable federal, state or local requirements for drainage and/or storm water.
- K. Notice. All notices given under this Easement to the respective parties shall be made in writing and shall be (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (b) sent by certified or regular U.S. mail, postage prepaid, in which case notice shall be deemed delivered two business days after deposit in such mails. All notices shall be addressed to the respective parties as follows:

If to Grantor: Sophia G. Cromwell
331 1st Avenue NE
Carmel, IN 46032

If to Grantee: City of Carmel
One Civic Square
Carmel, IN 46032
Attn: Carmel Corporation Counsel

With a Copy to: City of Carmel
One Civic Square
Carmel, IN 46032
Attn: City Engineer

- L. Default. In the event there is an alleged violation of the terms and conditions set forth in this document, the non-violating party shall notify the violating party of the alleged violation in writing via certified mail, return receipt requested. The violating party shall have thirty (30) days from the date of receipt of such written notice to cure or remedy the alleged violation, except in the event of an emergency for which no notice or cure period shall be required.

GRANTOR

Sophia G. Cromwell

Sophia G. Cromwell

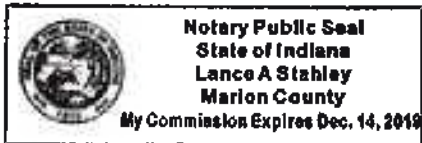
STATE OF INDIANA)

) SS:

COUNTY OF Hamilton)

Before me, a Notary Public in and for said State and County, personally appeared Sophia G. Cromwell, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and whom, being duly sworn, stated that any representations contained therein are true.

Witness my hand and notarial seal this 10th day of August, 2017.



Lance A. Stahley
Notary Public

LANCE A. STAHLEY
Printed Name

My Commission Expires:

12.14.19

My County of Residence:

MARION

(additional signature and notary pages follow)

GRANTEE

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, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mayor James Brainard, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Sue Wolfman /, Clerk of the City of Carmel, who acknowledged the execution of the foregoing Easement on behalf of the City of Carmel, Indiana.

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

Notary Public Signature

Commission Expires: _____

Notary Public - Printed

County of Residence: _____

This instrument was prepared by Tammy K. Haney, Keller Macaluso LLC, 760 3rd Avenue SW, Suite 210, Carmel, IN 46032.

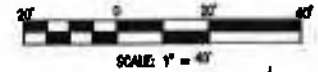
Pursuant to Ind. Code 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

COUNTY: HAMILTON
SECTION: 30
TOWNSHIP: 18 NORTH
RANGE: 4 EAST

EXHIBIT "A"

STORM SEWER EASEMENT
OWNER: SOPHIA G. CROMWELL

DRAWN BY: CUL 4-3-17
REVISED: CUL 8-18-17
CHECKED BY: TEN

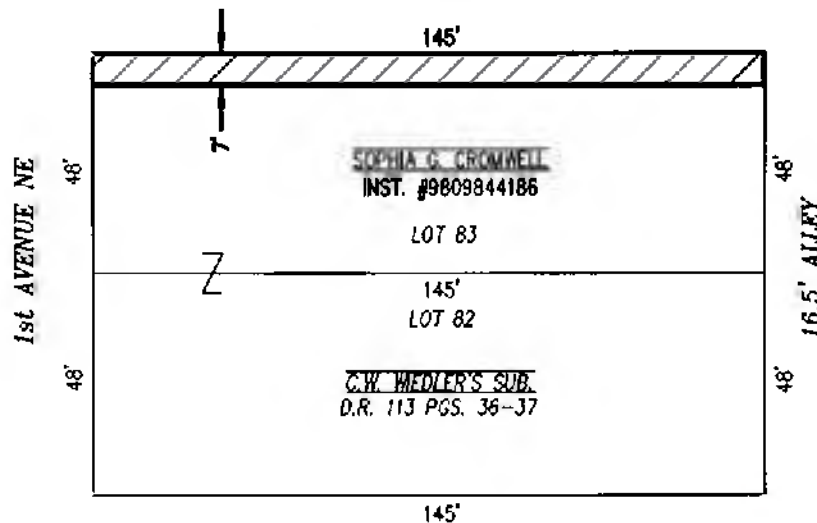


HATCHED AREA IS THE
APPROXIMATE EASEMENT

STORM SEWER EASEMENT DESCRIPTION:

SEVEN FEET BY PARALLEL LINES OFF OF THE NORTH SIDE OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 82-83 IN C.W. WEDLER'S SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN DEED RECORD 113, PAGE 36-37, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY.



I, TRENT E. NEWPORT, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS PLOT WAS PREPARED FROM INFORMATION OBTAINED FROM INSTRUMENT NUMBER 9809844186, AS RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE. NO FIELDWORK WAS PERFORMED AND THEREFORE, THIS DESCRIPTION IS SUBJECT TO ANY OVERLAPS, GAPS OR INCONSISTENCIES THAT A FIELD SURVEY MIGHT REVEAL.

TRENT E. NEWPORT
REG. LAND SURVEYOR NO. 29600021
STATE OF INDIANA

REV: 8-18-17
4-3-17
DATE

PREPARED BY:



Transportation &
Development Consultants
1117 DEER CREEK DR. SUITE 1000, INDIANAPOLIS, IN 46203-1000

SEE SHEET 47-50

AT LEAST 15 TIEING
ADJUSTIVE 4 TAIL
47 RECOMMENDED
SPACING OF 10-12' SPACING
* Adjust Per Owner Direction
for Actual Placement/Layout

MATCH LINE STA. 50+00 - SEE SHEET 410

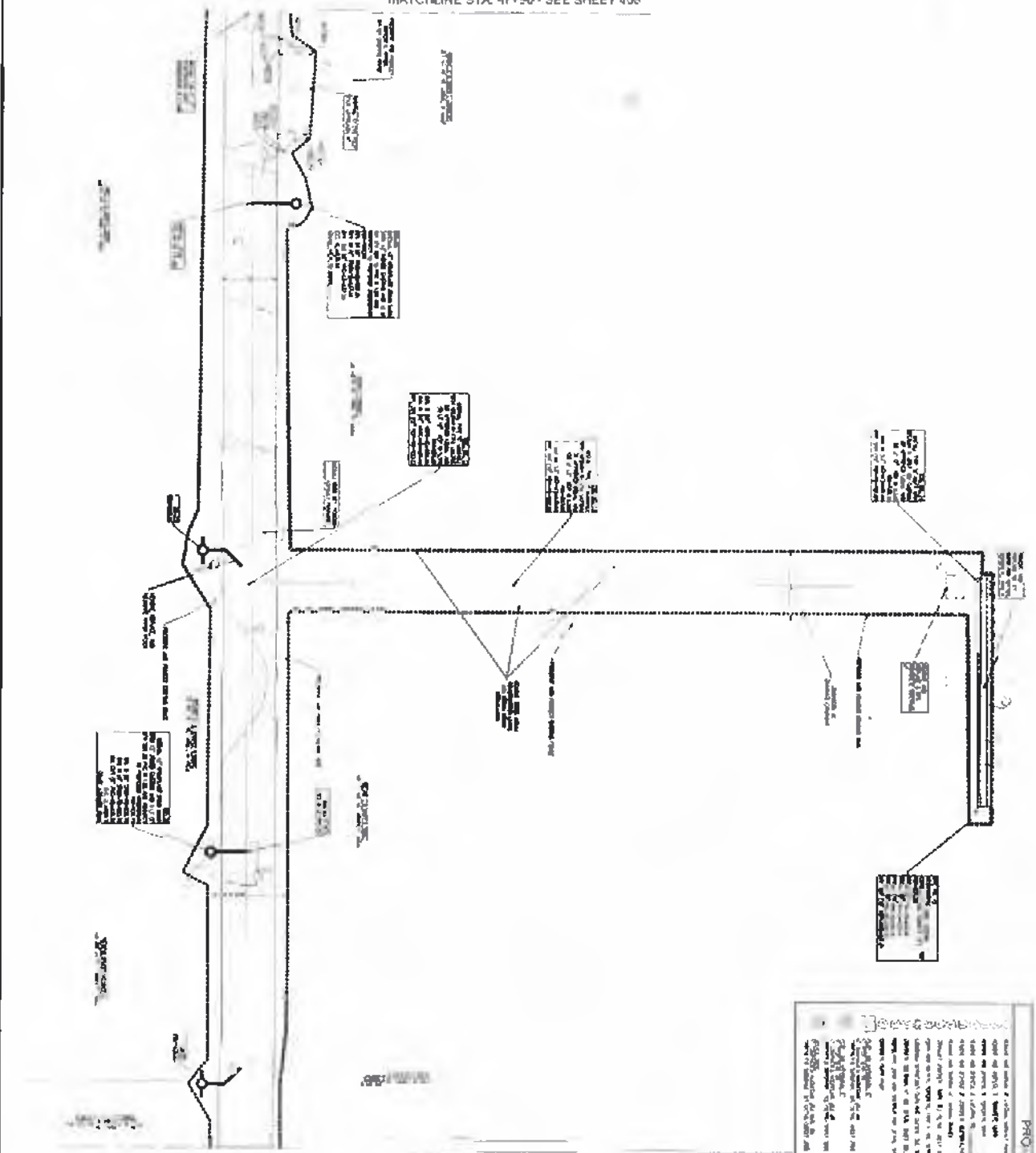


CONSTRUCTION DETAILS
LINE C

DATE: 05/14/2014



MATCHLINE STA. 47+50 - SEE SHEET 403



MATCHLINE STA. 50+00 - SEE SHEET 404

PROJ. LE. EVO

1. **GENERAL NOTES**

2. **CONTROL INFORMATION**

3. **GENERAL NOTES**

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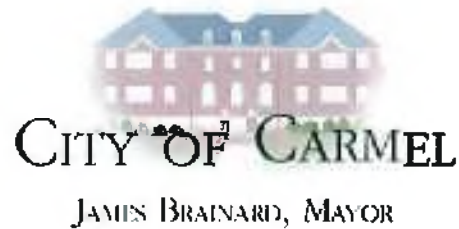
96. **GENERAL NOTES**

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99. **GENERAL NOTES**

100. **GENERAL NOTES**



November 29, 2022

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

RE: 4620 E 96th – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT- TOM WOOD JAGUAR

Dear Board Members:

The property owner at 4620 E 96th Street has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction at Tom Wood Jaguar.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

Cross Reference to Deed: 2005-8076

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Wood Auto Park LLC, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to construct a building addition and provide a stormwater quality unit on the Real Estate and, in connection with the construction, development and operation of the private storm sewer system, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibits "A" in two parts (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof,

such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

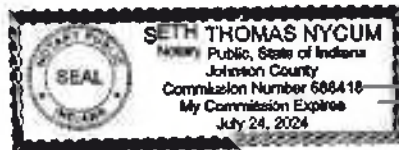
Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

Wood Auto Park LLC

By: Tom Wood, Inc, its manager
John M. Wood, V.P.
Printed Name

Date: 11/9/2022

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)



Before me, a Notary Public in and for said County and State, personally appeared JOHN M. WOOD, who acknowledged execution of the foregoing Easement for and on behalf of WOOD AUTO PARK LLC.

Witness my hand and Notarial Seal this 9th day of NOVEMBER, 2022

My Commission Expires:
7/24/2024

Residing in JOHNSON County

Seth Nycum
Notary Public

SETH Nycum
Printed Name

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

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

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law –
Jon Oberlander, Esq.

Prepared by: Jon Oberlander, Interim Corporation Counsel, One Civic Square, Carmel, IN
46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

EXHIBIT "A"

LEGAL DESCRIPTIONS

BMP Easement

Part of Lot 3 in East 96th Street Auto Park, an addition in the City of Carmel, in Hamilton County, Indiana, as per plat thereof recorded as Instrument Number 200100000285 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner Lot 3, said point also being the northeast corner of Lot 2; thence North 89 degrees 58 minutes 44 seconds West (assumed bearing) 45.90 feet along the South line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East 146.42 feet to the point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds West 114.45 feet; thence North 00 degrees 00 minutes 00 seconds East 34.83 feet; thence North 90 degrees 00 minutes 00 seconds East 114.45 feet; thence South 00 degrees 00 minutes 00 seconds East 34.83 feet to the place of beginning, containing 0.09 acres, more or less.

BMP Access Easement

Part of Lot 3 in East 96th Street Auto Park, an addition in the City of Carmel, in Hamilton County, Indiana, as per plat thereof recorded as Instrument Number 200100000285 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner Lot 3, said point also being the northeast corner of Lot 2; thence North 89 degrees 58 minutes 44 seconds West (assumed bearing) 125.58 feet along the South line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East 32.13 feet to the point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds West 171.26 feet; thence South 43 degrees 56 minutes 40 seconds West 30.77 feet to a point on a curve concave to the southwest having a radius of 73.31 feet; thence northwesterly along said curve a distance of 20.11 feet, the chord of which bears North 49 degrees 58 minutes 52 seconds West a chord distance of 20.05 feet; thence North 43 degrees 56 minutes 40 seconds East 40.65 feet; thence North 90 degrees 00 minutes 00 seconds East 159.76 feet; thence North 00 degrees 00 minutes 00 seconds East 79.26 feet; thence North 90 degrees 00 minutes 00 seconds West 29.77 feet; thence North 00 degrees 00 minutes 00 seconds East 64.83 feet; thence North 90 degrees 00 minutes 00 seconds East 144.45 feet; thence South 00 degrees 00 minutes 00 seconds East 64.83 feet; thence North 90 degrees 00 minutes 00 seconds West 94.68 feet; thence South 00 degrees 00 minutes 00 seconds East 99.26 feet to the place of beginning.

Except Part of Lot 3 in East 96th Street Auto Park, an addition in the City of Carmel, in Hamilton County, Indiana, as per plat thereof recorded as Instrument Number 200100000285 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner Lot 3, said point also being the northeast corner of Lot 2; thence North 89 degrees 58 minutes 44 seconds West (assumed bearing) 45.90 feet along the South line of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East 146.42 feet to the point of beginning of this description; thence North 90 degrees 00 minutes 00 seconds West 114.45 feet; thence North 00 degrees 00 minutes 00 seconds East 34.83 feet; thence North 90 degrees 00 minutes 00 seconds East 114.45 feet; thence South 00 degrees 00 minutes 00 seconds East 34.83 feet to the place of beginning, containing 0.26 acres, more or less.

EXHIBIT "B"

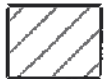


PLAN SCALE: 1" = 50'

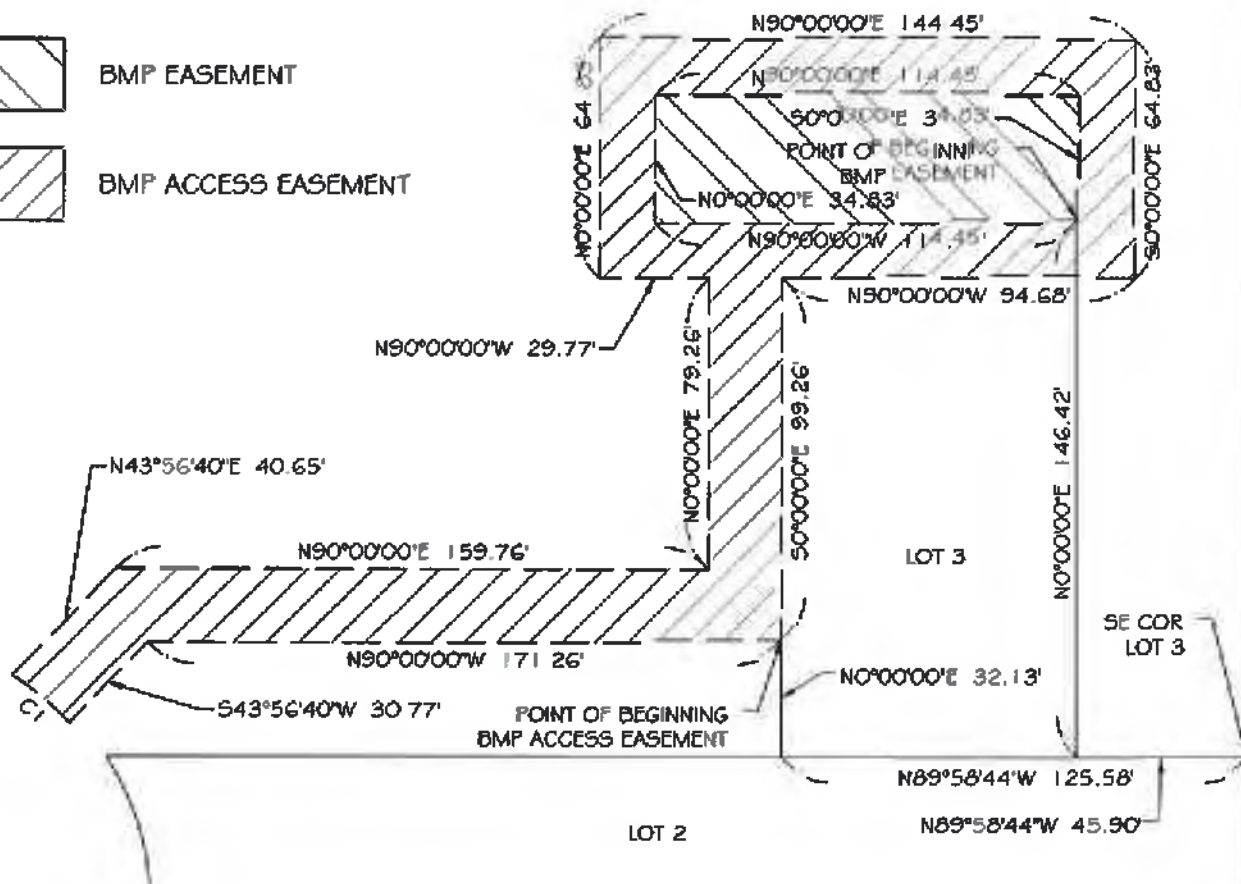
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	20.11	73.31	15.72	N49° 58' 52"W	20.05



BMP EASEMENT



BMP ACCESS EASEMENT



**ROGER WARD
ENGINEERING
INCORPORATED**

6555 CARROLLTON AVENUE
Indianapolis, IN 46220
(317) 251-1738 (Fax) 251-1923

PROJECT NAME: TOM WOOD JAGUAR

PLAN SCALE: 1" = 50'

DATE: 10-17-2022

DESCRIPTION: DRAINAGE & BMP EASEMENT
EXHIBIT "B"



November 29, 2022

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

RE: 10404 DITCH ROAD – GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

Dear Board Members:

The property owner at 10404 Ditch Road has requested the city accept a Grant of Perpetual Storm Water Quality Management Easement associated with construction of a residence.

Attached are the required Grant of Perpetual Storm Water Quality Management Easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

Cross Reference to Deed: 2021-41414

GRANT OF PERPETUAL STORM WATER QUALITY MANAGEMENT EASEMENT

This easement (the "Easement") is by and between Julie C. Moorehead, Trustee of the Julie C. Moorehead Revocable Trust Agreement dated October 26, 2020 and Scott A. Moorehead, Trustee of the Scott A. Moorehead Revocable Trust Agreement dated October 26, 2020, (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this Easement;

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real estate conveyed by the deed identified in the cross reference above (the "Real Estate");

WHEREAS, Grantor intends to construct a wet pond on the Real Estate and, in connection with the construction, development and operation of the private stormwater system, the City has approved or will approve a Storm Water Management Permit (the "Permit"); and,

WHEREAS, the City requires this Easement in order to verify and require compliance with the terms and conditions of the Permit and all ordinances of the City applicable to storm water drainage and storm water quality management (collectively the "Ordinances").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive, perpetual easement on the terms and conditions that follow:

Section 1. Easement Area. The portion of Real Estate on, under and through which this Easement exists is legally described and graphically depicted in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Easement Area").

Section 2. Storm Water Quality System. Located or to be located within the Easement Area, in the manner and areas specified in the Permit, is certain drainage and storm water quality infrastructure, which may include, without limitation, pervious pavement, manholes, infiltration basins, pipes, and structural and non-structural best management practices (collectively the "Storm Water Quality System") to be constructed, installed and maintained by Grantor, at Grantor's expense, in accordance with the Permit and the Ordinances.

Section 3. Purpose of Easement. Grantee shall be and hereby is permitted at all times to enter upon the Easement Area for purposes of (i) accessing, inspecting, examining, monitoring, testing and sampling the Storm Water Quality System, and (ii) identifying and verifying compliance with the requirements of the Permit and the Ordinances.

Section 4. Maintenance and Repair. It shall be Grantor's obligation to maintain in proper working order and to repair and/or replace the Storm Water Quality System, or parts thereof, such that (i) the effectiveness and performance of the Storm Water Quality System is not diminished from the capabilities set forth in the Permit and (ii) the Storm Water Quality System remains in compliance with the Permit and the Ordinances.

Section 5. Failure of Storm Water Quality System. In the event that the condition of the Storm Water Quality System or the outflow therefrom violates or fails to comply with the requirements set forth in the Permit and/or any of the Ordinances, Grantee shall have the right, but not the obligation, after providing reasonable notice to Grantor, to perform, at Grantor's expense, such maintenance, repair, modification and/or replacement of the Storm Water Quality System as is necessary to restore compliance with the requirements set forth in the Permit and/or the Ordinances; provided, however, that the performance by Grantee of any such maintenance, repair, modification and/or replacement of the Storm Water Quality System shall under no circumstances relieve Grantor of its responsibility to maintain and operate the Storm Water Quality System, which responsibility shall be continuous and ongoing.

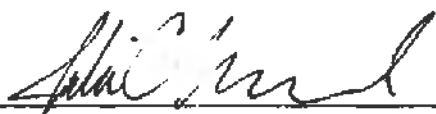
Section 6. Reimbursement of Expenses and Enforcement. Grantor shall reimburse Grantee for costs and expenses incurred by Grantee in the performance of the maintenance, repairs, modifications and/or replacements specified in Section 5 above and, in the event of litigation to recover such expenses, the prevailing party shall be entitled to recover reasonable attorney's fees.

Section 7. Character of Easement. This Easement shall be perpetual and, further, shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 8. Use by Grantor and Other Easements. Grantor shall be permitted to use the Easement Area and also to grant other easements within the Easement Area for any purposes which do not impair the Storm Water Quality System and which are not inconsistent or conflicting with this Easement and the Grantee's rights under this Easement.

Section 9. Amendment. This Easement may be amended only by a written instrument signed (i) by then owner of the Real Estate and Board of Public Works & Safety of Carmel, Indiana or its successor or (ii) by an order of a court of competent jurisdiction. In the event that the Real Estate is later redeveloped and, as such, the site plan made the subject of the Permit is revised, then the Grantee and then the owner of the Real Estate shall amend this Easement to reconfigure the Easement Area, accordingly, so that Easement Area is adjusted to and does not conflict with such revised site plan.

Section 10. Authority. The undersigned person executing this Easement for and on behalf of Grantor represents and warrants that he or she has been duly authorized by Grantor to execute and deliver this Easement, and that all actions, votes, approvals and/or restrictions necessary to allow the execution and delivery of this Easement have been undertaken.

By: 
Julie C. Moorehead, Trustee of the Julie
C. Moorehead Revocable Trust Agreement
dated October 26, 2020

Date: 11/22/2022

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Julie C. Moorehead, Trustee, who acknowledged execution of the foregoing Easement for and on behalf of Julie C. Moorehead Revocable Trust Agreement dated October 26, 2020.

Witness my hand and Notarial Seal this 22 day of November, 2022.

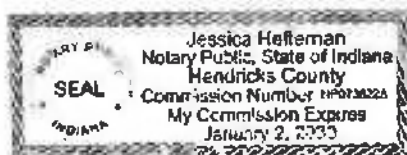
My Commission Number/Expires:

1-2-30

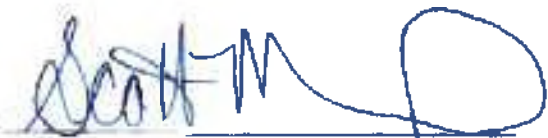

Notary Public

Residing in Hendricks County

Jessica Heffernan
Printed Name



By:



Scott A. Moorehead, Trustee of the Scott
A. Moorehead Revocable Trust Agreement
dated October 26, 2020

Date:

11-22-22

STATE OF INDIANA)

)SS:

COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Moorehead, Trustee, who acknowledged execution of the foregoing Easement for and on behalf of Scott A. Moorehead Revocable Trust Agreement dated October 26, 2020.

Witness my hand and Notarial Seal this 22 day of November, 2022

My Commission Number/Expires:

1-2-30

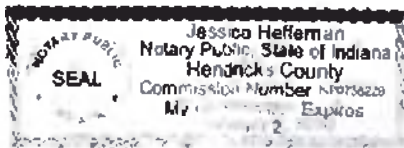
Notary Public



Residing in Hendricks County

Printed Name

Jessica Heffernan



CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

James Brainard, Mayor

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

ATTEST:

Sue Wolfgang, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 7th day of December, 2022

My Commission Number/Expires:

12/15/2029

Notary Public

Residing in Hamilton County

Holly J Harmeyer

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 7th day of December, 2022

My Commission /Number Expires:

12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 7th day of December, 2022

My Commission Number/Expires:

12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this 7th day of December, 2022

My Commission Number/Expires:

12/15/2029

Notary Public

Residing in Hamilton County

Holly J. Harmeyer

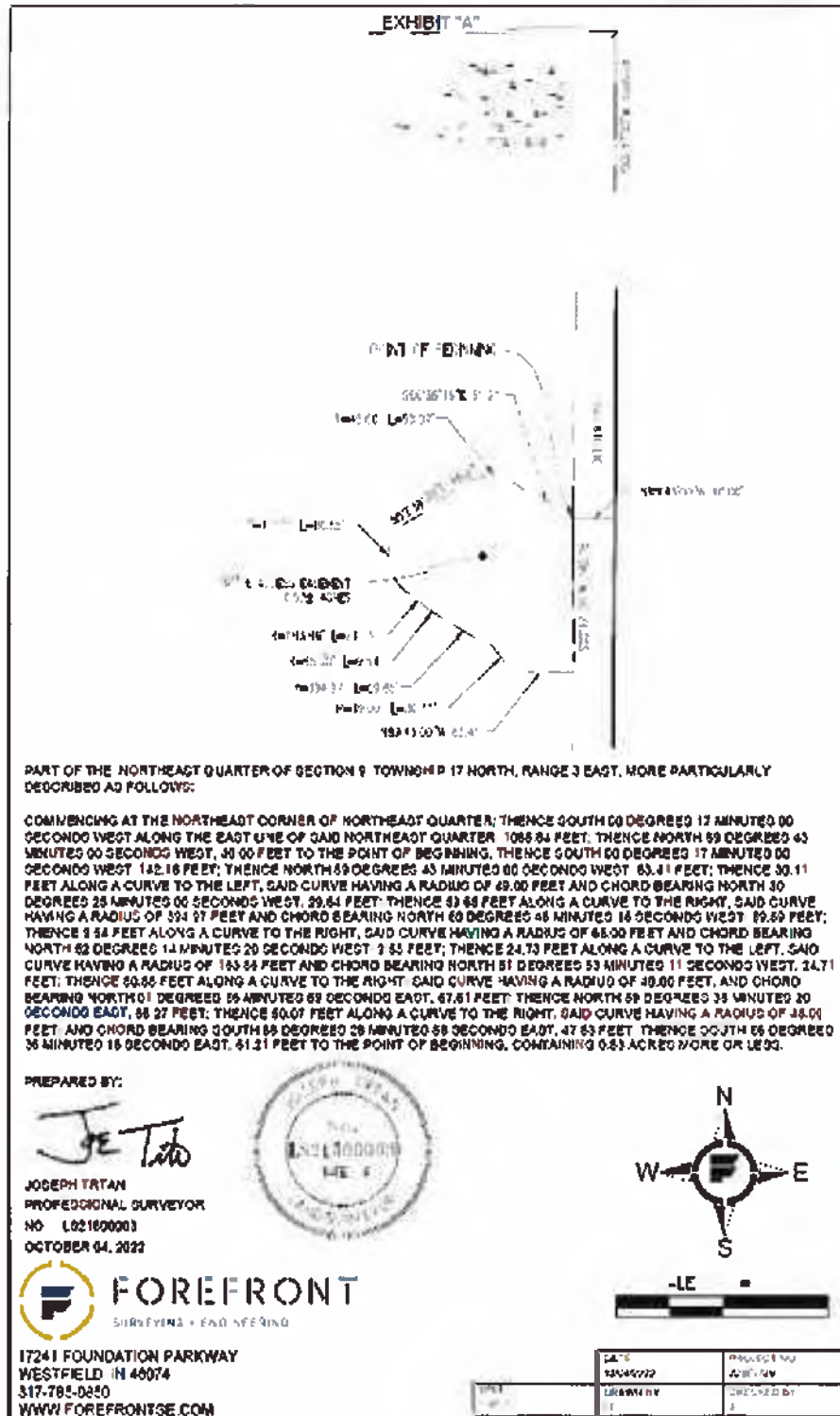
Printed Name

Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Jon Oberlander, Esq.

Prepared by: Jon Oberlander, Corporation Counsel, One Civic Square, Carmel, IN 46032

Return to: Jeremy Kashman, P.E., City Engineer, One Civic Square, Carmel, IN 46032

The Easement Area





JAMES BRAINARD, MAYOR

November 29, 2022

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

RE: CURB CUT REQUEST – 706 AUMAN DRIVE WEST

Dear Board Members:

The property owner at 706 Auman Drive West 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 the front door of the home (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).
- The portion of the proposed entrance within the right-of-way is constructed of concrete pursuant to Carmel City Code 6-227(h)(6). The driveway shall meet the requirements of City of Carmel Standard drawing 10-218 (Residential Driveway)
- Apron within right-of-way shall not exceed maximum width indicated on the City Standard Detail.
- The aprons within the right-of-way shall be 6" minimum thickness concrete.
- 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

LOT DESCRIPTION

NOTES

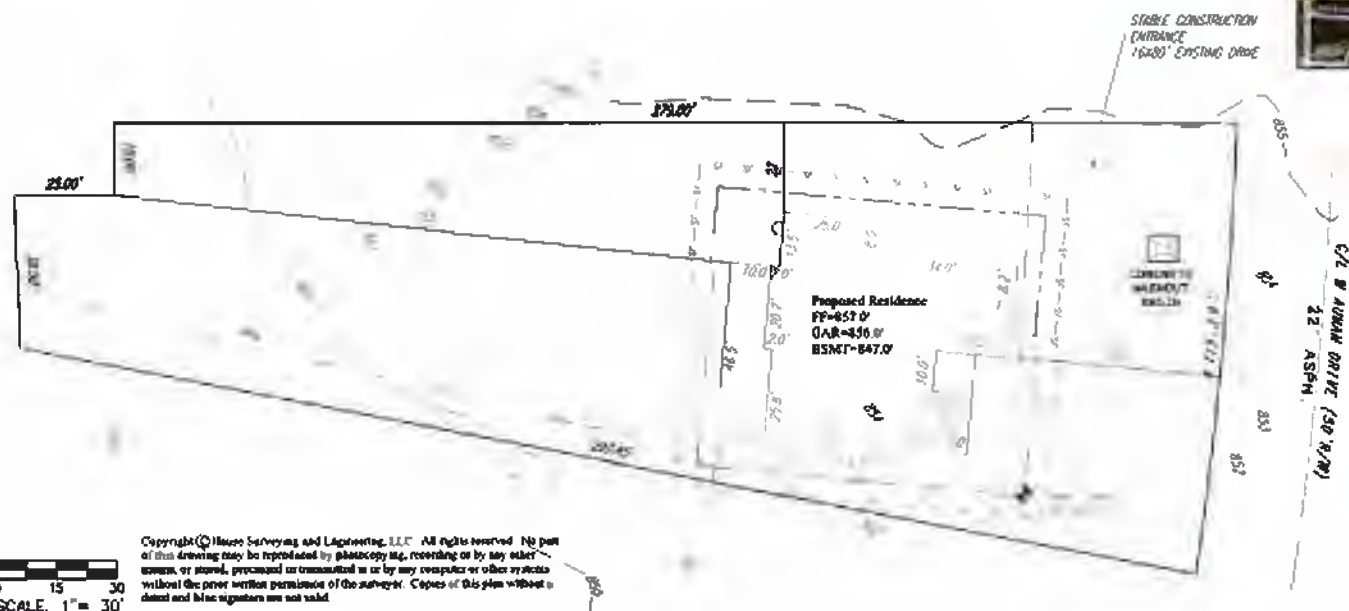
Flood Zone "X" | B057C0228G | 11/19/2014



GENERAL LOCATION

Accepted

- [illegible]



Copyright © Human Surveying and Engineering, LLC. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in or by any computer or other systems without the prior written permission of the surveyor. Copies of this plan without a dated and blue signature are not valid.

22H393

PROJECT NO.

OF 3 SHEETS

SHEET NO. 10

PLOT PLAN - GENERAL

DAVIS - HANSEN

LOT2, AUMAN ADDITION

CITY OF CARMEL, HAMILTON CO., IN.

[illegible]

DRAIN BY:

ORH

<p> CHECKED BY: </p>
--

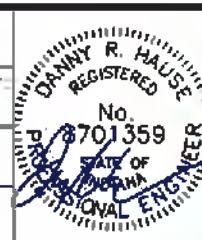
JEN

DATE

'29/2022

SCALE:

1"=30'



105 N. MERIDIAN ST.
LEBANON, IN 46052
PHONE: (765) 482-5141

INFO@HAUSESURVEYINGANDENGINEERING.COM

A SERVICE DISABLED VETERAN
OWNED SMALL BUSINESS



JAMES BRAINARD, MAYOR

November 29, 2022

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

RE: OPEN PAVEMENT CUT – CENTERPOINT ENERGY – 10610 PARK AVE

Dear Board Members:

Centerpoint Energy is requesting approval for an open pavement cut at 10610 Park Ave for installation of a new service line (exhibit attached). The open pavement cut will require restriction of the northbound lane. Traffic will be maintained in both directions by flaggers. Work is scheduled to begin upon Board approval.

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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Lane restriction signage will remain in place during the duration of the project repair.
- Traffic shall be maintained during the working period. A minimum 10' lane shall be provided at all times within the work area.
- The Department of Engineering shall be provided a minimum 48 hour notification of lane restriction prior to commencement of work.
- Any damage to the existing improvements within the right of way shall be restored to the satisfaction of the City when work is completed
- Potholing for utility crossings in paved areas shall be core drilled and reset with the existing core plug utilizing the "Utiliband Solution" as provided by Utilicor Technologies, Inc., or equivalent.
- The open pavement cut shall be restored in accordance with City of Carmel standards.
- Should the repair work require more than one day for completion, the Department of Engineering shall be notified, and a steel plate is to be placed over the open cut, secured and anchored in place.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

105071211

10610 N. Park Ave.

Carmel

Hamilton

Clay

Submitted by T-2 M.P.L. Phone # 312-210-2381

Date permit needed by 11-23-22

Permit Type ☒ City ☐ Local ☐ N

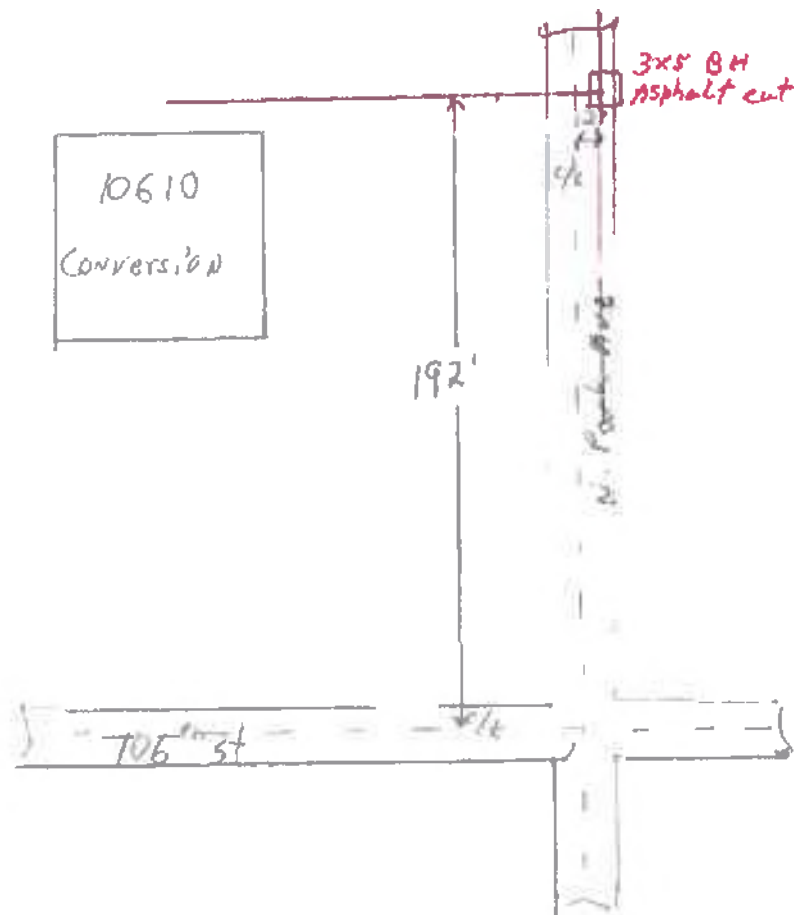
Page # 24

Project ☐ New Service ☐ R-

☒ Replace

☐ Repair Service ☐

Complete



192' ☒ N ☐ S ☐ E ☐ W of centerline of 106th St.

12' ☐ N ☐ S ☒ E ☐ W of centerline of N. Park Ave.

ROW Method(s): ☐ Bore ☒ Tap Pit ☐ Trench ☒ Cut

Lane Closure ☒ ☐

ROW Area(s) ☒ Street ☐ Sidewalk ☐ Alley ☐

Road Closure ☐

ROW Surfaces(s) ☒ Asphalt ☐ Concrete ☒ Gravel ☒

Heavy Equipment ☒

Excavation dimensions 36" D x 3' W x 5'

Notes I Det map no. 24

Service Length 110' Bore Length 20'

PETITION TO VACATE A PUBLIC RIGHT OF WAY

1. JR. Farmer Finance SC, LLC ("Petitioner"), pursuant to Indiana Code § 36-7-3-12, does hereby respectfully petition the Common Council of the City of Carmel, Indiana, for the vacation of certain Public Right of Way abutting the Petitioner's Old Meridian and Main Redevelopment Project (the "Vacation Area"), which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.



2. In support of this petition, the Petitioner submits the following:

- A. The Petitioner submits this petition pursuant to Indiana Code § 36-7-3-12 to respectfully request that the Common Council of the City of Carmel, Indiana vacate the existing Vacation Area described and depicted in Exhibit A. The Petitioner makes this request because the Vacation Area is not being used as public right of way, and the property is necessary to complete the Petitioner's redevelopment project.

The Petitioner has created plans and specifications (the "Plans") for the redevelopment of property located on the southeast corner of Old Meridian Street and Main Street that are consistent with the desires of the City of Carmel and the Carmel Redevelopment Commission. The Plans include the construction of improvements within the Vacation Area. The Petitioner respectfully requests that the Common Council of the City of Carmel, Indiana vacate the Vacation Area to allow the construction of said improvements within the Vacation Area.

- B. The Vacation Area is located entirely within the corporate boundaries of Carmel, Indiana.
- C. Vacation of the Vacation Area will not hinder the growth or orderly development of the unit or neighborhood in which said Vacation Area is located or to which the Vacation Area is contiguous.
- D. Vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient.
- E. Vacating the proposed Vacation Area does not hinder the public's access to a church, school, or other public building or place.

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

JR Farmer Finance SC, LLC
1017 W. Main Street
Carmel, Indiana 46032

WHEREFORE, the Petitioner respectfully requests the vacation of the above described Vacation Area.

JR FARMER FINANCE SC, LLC

Signature

Printed Name

Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, and who, having been duly sworn, acknowledged the truth and accuracy of the representations made herein and the execution of the foregoing Agreement.

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

My commission expires: _____

Notary Public

I am a resident of _____ County, Indiana

Printed Name

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

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

Part of: City of Carmel
 Warranty Deed - Instrument No. 200500078887
 Parcel No. R/W (Tracts 1, 2 & 3)

EXHIBIT "A"

LEGEND

SUBJECT REAL ESTATE
 PROPERTY LINE

Part of: City of Carmel
 Warranty Deed - Instrument No. 20050012373
 Parcel No. Permanent R/W Project 529-1848/50 Parcel 34 (Tract 4)

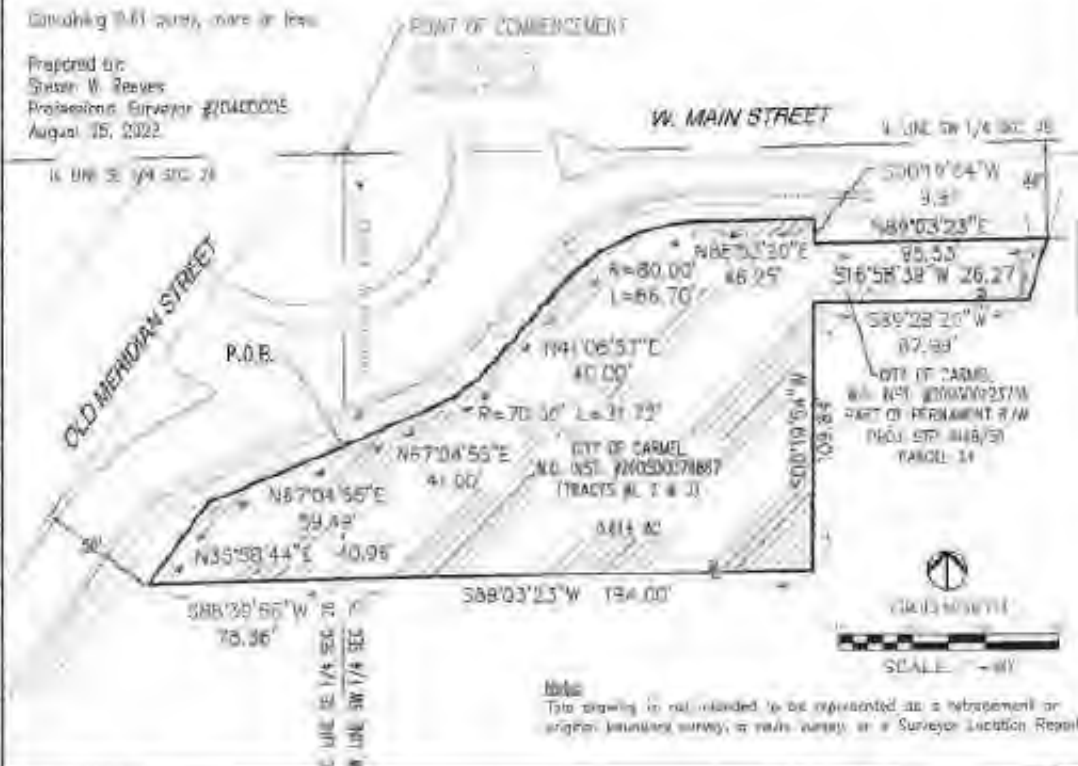
Land Description

A part of the Southwest Quarter of Section 25 and part of the Southwest Quarter of Section 26, both in Township 18 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, being part of that 6.25 acre tract of land shown on the plat of a boundary re-survey of said tract certified by Steven W. Reeves PLS #20400005 on March 2, 2021 as LMC Engineering project number 2021-274-S (all references to monuments and courses herein shall be as shown on said plat of survey), being more particularly described as follows:

COMMENCING in a Harmon Monument at the Northwest Corner of said Southwest Quarter; thence South 03 degrees 13 minutes 58 seconds West (bears of bearing - Indiana State Plane Coordinate System - East Zone) along the West line of said Quarter a distance of 119.73 feet to the POINT OF BEGINNING; said point being 1.0 foot, measured at right angles, southerly or on-axing public concrete sidewalk; thence the following five (5) courses: (1) southerly and southeasterly of and parallel with the sidewalk a distance of approximately 1.0 foot; (2) thence North 57 degrees 04 minutes 55 seconds East 44.00 feet to a point on a tangent curve to the left having a radius of 70.00 feet; (3) thence northeasterly along said curve an arc distance of 31.72 feet, being sub-tended by a chord bearing North 54 degrees 05 minutes 55 seconds East a chord distance of 31.45 feet; (4) thence North 41 degrees 06 minutes 57 seconds East 40.00 feet to a tangent curve to the right having a radius of 80.00 feet; (5) thence northeasterly and easterly along said curve an arc distance of 66.70 feet, being sub-tended by a chord bearing North 65 degrees 03 minutes 08 seconds East a chord distance of 64.71 feet; (6) thence North 50 degrees 53 minutes 25 seconds East 46.95 feet to a point on the west line of a tract of land described in Instrument No. 20050012373 in the Office of the Registrar at said Hamilton County; thence South 50 degrees 19 minutes 54 seconds West along said west line a distance of 3.81 feet to a point 40.00 feet south of the North line of said Southwest Quarter Section; thence North 89 degrees 03 minutes 25 seconds East parallel with said North line a distance of 35.53 feet to a point on the east line of said land; thence South 18 degrees 08 minutes 30 seconds West along said east line a distance of 26.27 feet to the southeast corner thereof; thence South 85 degrees 28 minutes 20 seconds West along the south line of said land a distance of 87.09 feet to a point on the east line of a tract of land described in Instrument No. 200500078887, the following four (4) courses: (1) thence South 00 degrees 13 minutes 58 seconds West 105.84 feet; (2) thence South 39 degrees 03 minutes 23 seconds West 194.00 feet; (3) thence South 85 degrees 28 minutes 20 seconds West 78.58 feet to the westerly right-of-way of Old Meridian Street; (4) thence North 35 degrees 58 minutes 44 seconds East 40.95 feet to a point 1.0 foot, measured at right angles, southerly of said public concrete sidewalk; thence North 57 degrees 04 minutes 55 seconds East a distance of 59.42 feet to the Point of Beginning.

Containing 0.61 acres, more or less.

Prepared for:
 Steven W. Reeves
 Professional Surveyor #20400005
 August 15, 2022



Note:
 This drawing is not intended to be represented as a replacement or original boundary survey, or re-survey, or a Surveyor Location Report.

PREPARED BY:

HWC
ENGINEERING
 11114 PENNSYLVANIA ST., SUITE 200
 INDIANAPOLIS, IN 46204
 317.347-3160
 INDIANAPOLIS - TERRE HAUTE
 LAFAYETTE - MUNCIE - NEW ALBANY

OLD MERIDIAN & MAIN STREET
 CITY OF CARMEL - SPLIT PARCEL
 RIGHT-OF-WAY
 CARMEL, INDIANA

DRAWN BY

SWR

CHECKED BY

CLH

DATE

8/25/2022

SCALE

1" = 60'

JOB NUMBER
 2021-274-S

PG 1 OF 1

© 2022



JAMES BRAINARD, MAYOR

November 29, 2022

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

RE: ROAD CLOSURE – SUPERIOR STREET

Dear Board Members:

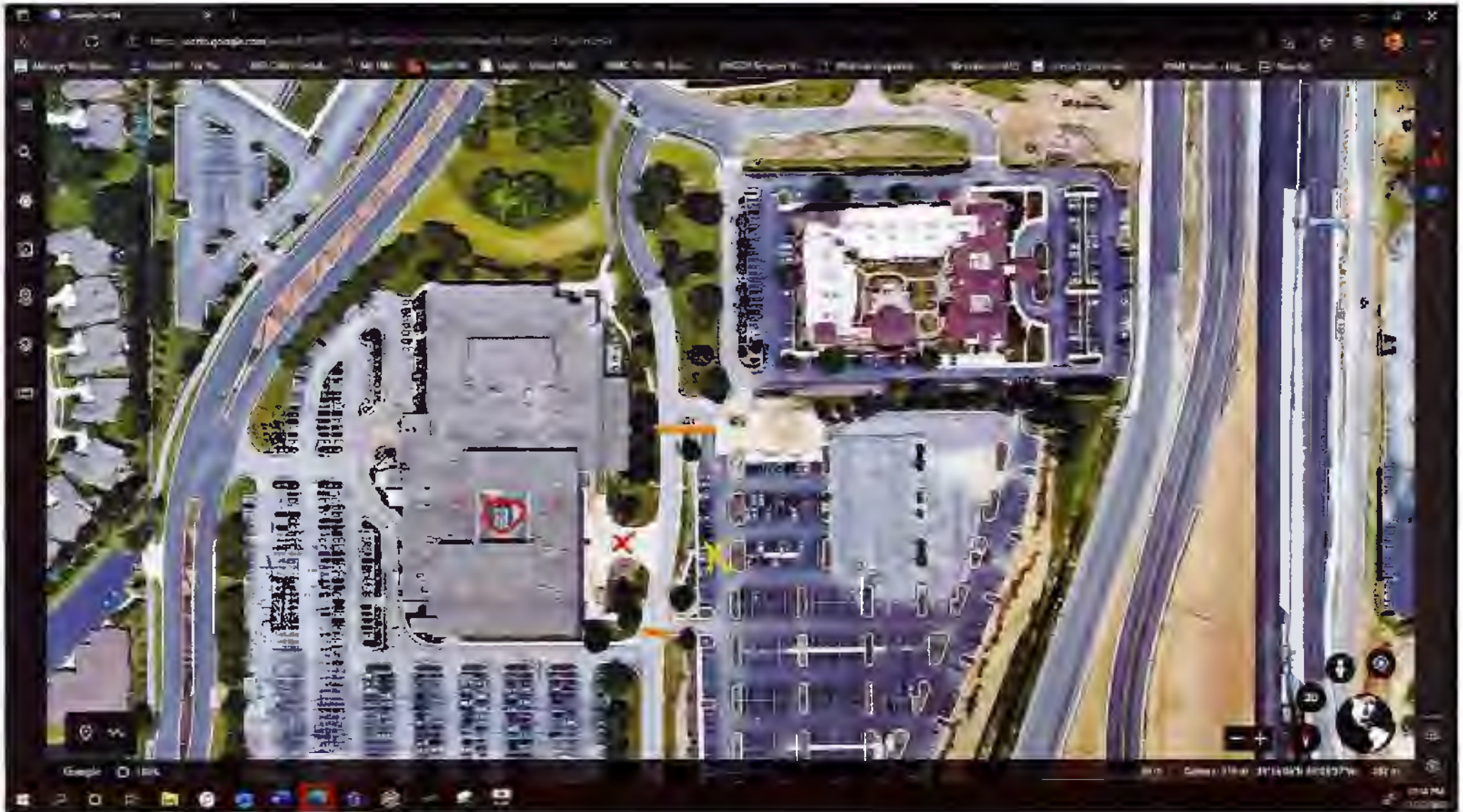
David Onck with EMCOR Services is requesting approval to close Superior Street between 103rd Street and Illinois to setup a crane for work on the roof of a building at 101 West 103rd Street (exhibit attached). The work is scheduled for the middle of December, 2022, with the closure expected to last 1 work day.

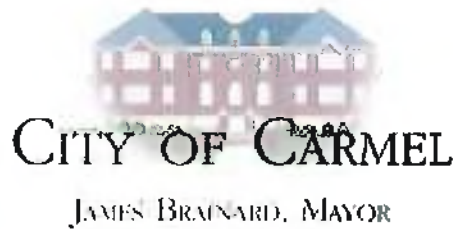
The Department of Engineering recommends that the Board approve the requested lane restriction, street closure and open pavement cut conditioned upon the following requirements:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the City of Carmel right of way shall be restored to the satisfaction of the City when work is completed.
- The petitioner agrees to work with the Department of Engineering on the establishment of a detour route prior to the closure of a street or sidewalk. Signage identifying the closure and detour route shall be placed prior to closure of the street and maintained for the duration of the work period.
- Petitioner agrees to post proper road & sidewalk closure signage during the duration of the work.
- Emergency access to adjoining properties of the work site shall remain in place at all times. Notification to adjoining property owners shall be made 48 hours prior to commencement of work activities.

Sincerely,

Jeremy Kashman, P.E.
City Engineer





November 30, 2022

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

RE: 12400 SHELBORNE ROAD- STORMWATER TECHNICAL STANDARDS WAIVER

Dear Board Members:

Ryan Roosen, PE, with Weihe Engineers has requested a waiver from the Stormwater Technical Standards Manual in association with a proposed residential construction project at 12400 Shelborne Road.

The Department of Engineering, in review of the proposed conditions and design standards, has determined that the waivers requested are valid given the existing site constraints involved with the project and recommend approval.

Sincerely,

Jeremy Kashman, P.E.
City Engineer



*and Consulting Civil Engineering
Landscape Architecture*
Build with Confidence

November 29, 2022

Mr. Caleb Warner
City of Carmel
Engineering Department
One Civic Square
Carmel, IN 46032

RE: Reed Property

Dear Mr. Caleb Warner:

We would like to request a waiver for offsite drainage as it relates to chapter 300 of the Unified Development Ordinance. Existing areas in the NW and SW currently drain offsite to the neighboring properties. In the proposed condition, these areas will continue to drain as existing, but with reduced areas and will remain impervious. There is a portion of the future home in the NW drainage area, rooftop drains will be redirected toward the pond.

Additionally, we would like to request a waiver for easements across the property as it relates to chapter 300 of the Unified Development Ordinance. Easements will cover a large portion of the private land. Unlike residential developments, the pond and dry basins are not located in a common areas.

Should you have any further questions or requests for additional information pertaining to this waiver request, please contact me at 317-846-6611.

Sincerely,

A handwritten signature in blue ink that reads "Ryan J. Rooser".

Ryan Rooser, P.E.
Project Manager, Residential Development



1. **General**
 2. **History**
 3. **Physical**
 4. **Neurological**
 5. **Psychiatric**
 6. **Medical**
 7. **Surgical**
 8. **Pathology**
 9. **Pharmacology**
 10. **Immunology**
 11. **Microbiology**
 12. **Genetics**
 13. **Developmental**
 14. **Endocrinology**
 15. **Cardiology**
 16. **Pulmonology**
 17. **Gastroenterology**
 18. **Nephrology**
 19. **Oncology**
 20. **Radiology**
 21. **Orthopedics**
 22. **Neurology**
 23. **ENT**
 24. **Ophthalmology**
 25. **Obstetrics & Gynecology**
 26. **Pediatrics**
 27. **Geriatrics**
 28. **Emergency Medicine**
 29. **Intensive Care**
 30. **Transplantation**
 31. **Reproductive Medicine**
 32. **Stem Cell Biology**
 33. **Regenerative Medicine**
 34. **Artificial Intelligence**
 35. **Healthcare Policy**
 36. **Medical Ethics**
 37. **Public Health**
 38. **Global Health**
 39. **Healthcare Economics**
 40. **Healthcare Law**
 41. **Healthcare Management**
 42. **Healthcare Informatics**
 43. **Healthcare Quality Improvement**
 44. **Healthcare Research**
 45. **Healthcare Education**
 46. **Healthcare Communication**
 47. **Healthcare Leadership**
 48. **Healthcare Innovation**
 49. **Healthcare Entrepreneurship**
 50. **Healthcare Social Enterprise**
 51. **Healthcare Impact Investing**
 52. **Healthcare Philanthropy**
 53. **Healthcare Policy Analysis**
 54. **Healthcare Regulation**
 55. **Healthcare Standards**
 56. **Healthcare Accreditation**
 57. **Healthcare Certification**
 58. **Healthcare Licensure**
 59. **Healthcare Registration**
 60. **Healthcare Monitoring**
 61. **Healthcare Evaluation**
 62. **Healthcare Assessment**
 63. **Healthcare Audit**
 64. **Healthcare Review**
 65. **Healthcare Inspection**
 66. **Healthcare Investigation**
 67. **Healthcare Inquiry**
 68. **Healthcare Enquiry**
 69. **Healthcare Question**
 70. **Healthcare Issue**
 71. **Healthcare Problem**
 72. **Healthcare Challenge**
 73. **Healthcare Opportunity**
 74. **Healthcare Potential**
 75. **Healthcare Possibility**
 76. **Healthcare Prospect**
 77. **Healthcare Outlook**
 78. **Healthcare Future**
 79. **Healthcare Vision**
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 97. **Healthcare Vision**
 98. **Healthcare Mission**
 99. **Healthcare Vision**
 100. **Healthcare Mission**



REED POND
12266 E 12402 S • ELSONITE POND, CANFIELD, IN 46022

DEVELOPMENT PLAN

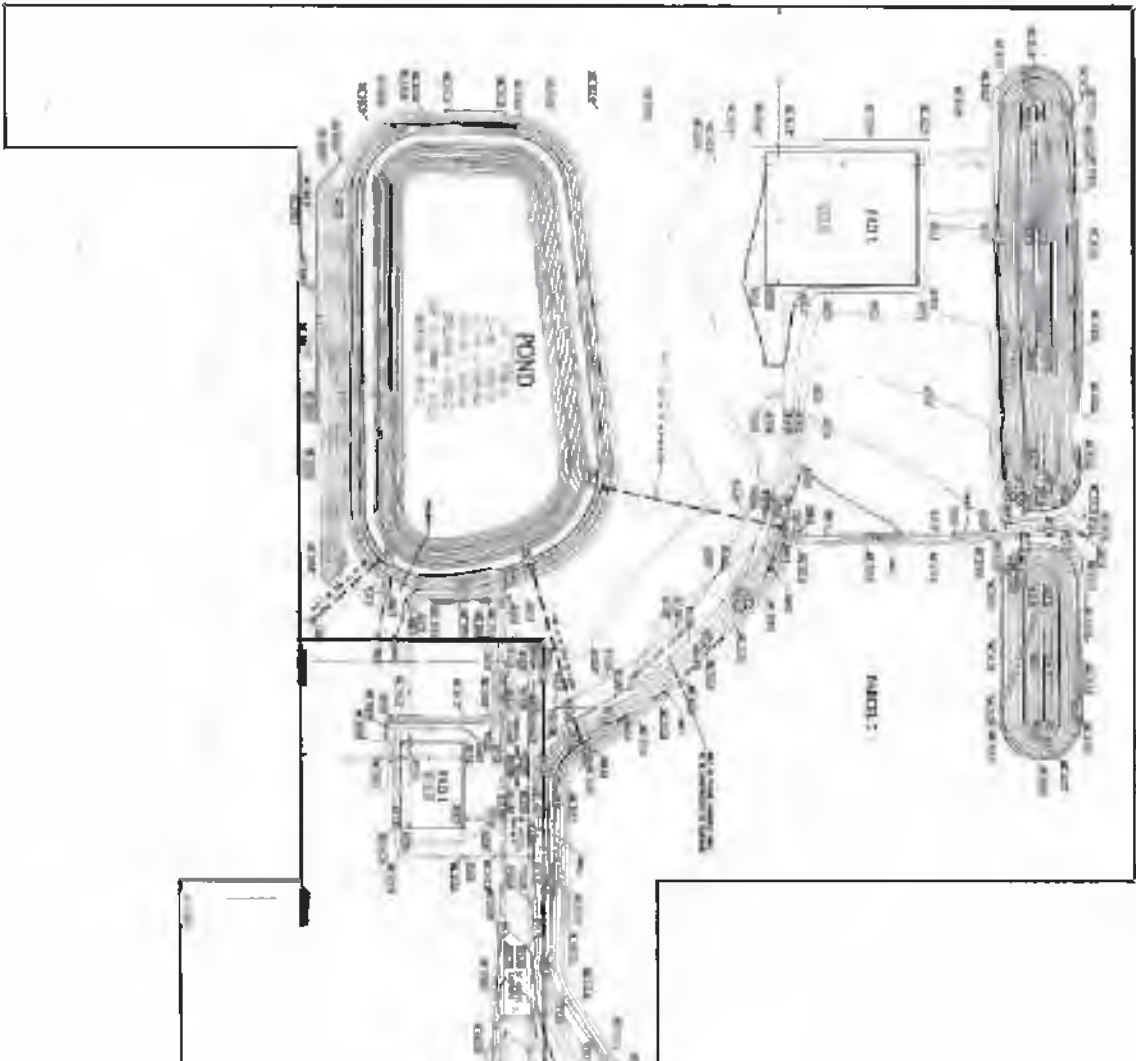
C300
PRODUCT ID: 10210178



WEIHE
ENGINEERS

10555 E. College Avenue
Tulsa, Oklahoma 74114
ask for me

317 848-4610
800-452-6091
317 848-0111

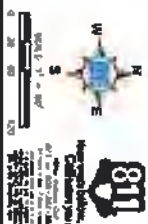


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GENERAL GRADING NOTES

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100. Bldg. 97



REED POND
 1230 & 1240 SHELBORNE ROAD, CARVEL, IN 46020
DEVELOPMENT PLAN
C301



WEIHE ENGINEERS

44365 N. College Avenue
 Indianapolis, Indiana 46226
 317 846 5671
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JAMES BRAINARD, MAYOR

November 29, 2022

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–POLE REPLACEMENT

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 to replace an existing utility pole at the northwest corner of Main Street and Brookshire Parkway (exhibits 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:

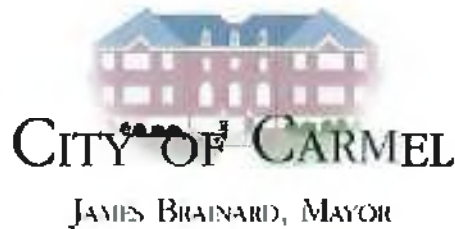
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- Any damage to the existing improvements within the right of 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





November 29, 2022

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

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01, LANE RESTRICTIONS-106th BETWEEN DITCH AND TOWNE

Dear Board Members:

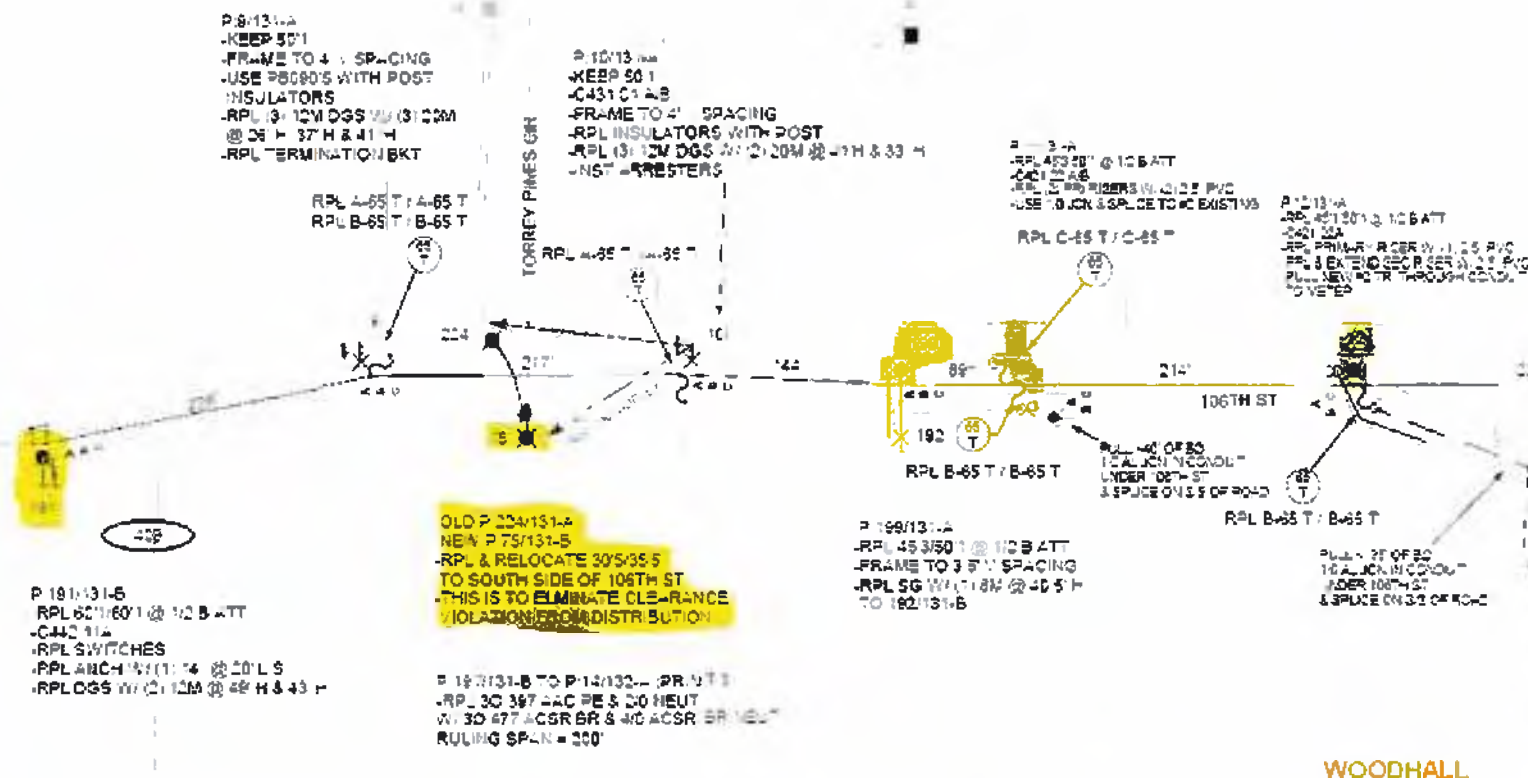
AES, Inc., is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) along with related lane restrictions to replace multiple existing utility poles on 106th Street between Ditch and Towne Roads (exhibits attached). The pole replacements are maintenance of the existing electric distribution circuit. 8 poles will be relocated closer to the Right of Way line, moving them away from the edge of 106th Street.


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

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
- 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
- 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.
- the petitioner acknowledges that this waiver is for the items described above only does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,

Jeremy Kashman, P.E.
City Engineer

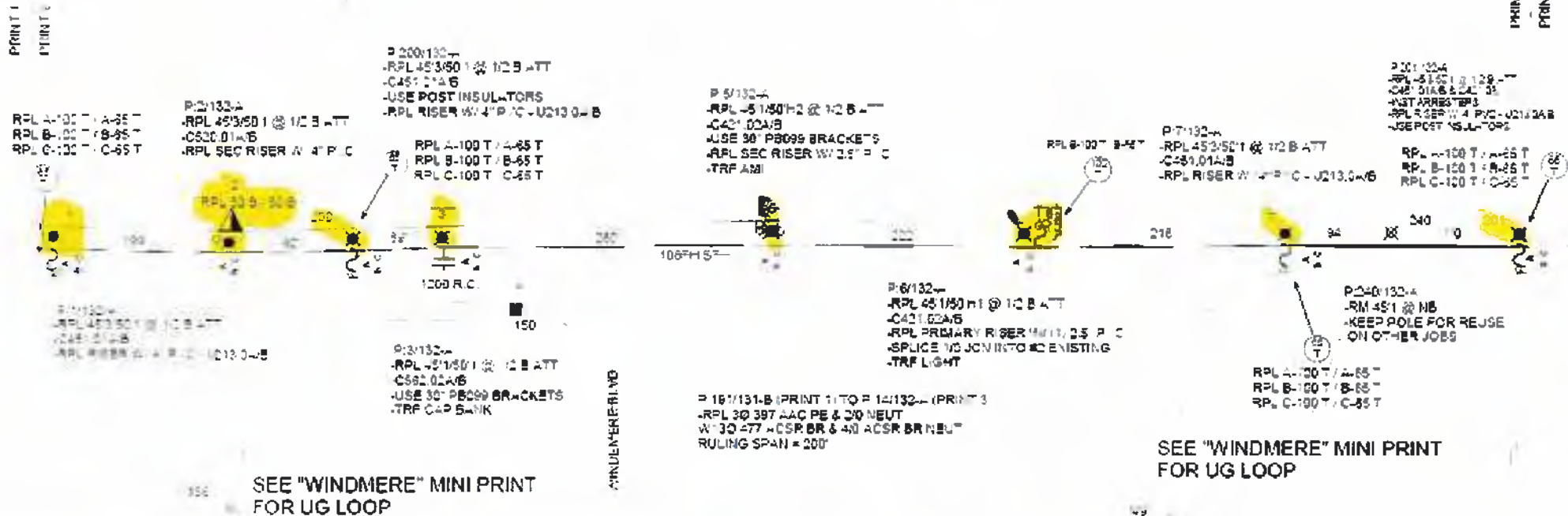


 UTS ENGINEERING	Job Name		TREMONT 3 CIRCUIT REBUILD		Customer		IPL		Phone					
	Location		106TH ST & TOWNSHIP LINE RD		Schedule									
	Circuit Data										Designed By		JAMES HERON	
	Priority										Phone		Cell	
SPANS	ATT	CC	Name		CACUL	SWS			(317) 682-7712					
AT&T			TREMONT NO. 3		2863	473			Sect. No		Tax Unit	Date		
P.A.#			TREMONT NO. 3		2863	409			131-B		33	3/24/2021		
WKS.		573348							131-A		33	Print No		
												1 OF 4		

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**10 NORTH HOSPITAL
IS SERVED BY TREMONT 3**




WINDMERE BLVD

		Job Name: TREMONT 3 CIRCUIT REBUILD		Customer: IPL		Phone:	
		Location: 1806 W 106TH ST		Schedule:		Phone:	
SPANS		ATT		CC		Designed By: JAMES HERIN	
AT&TN		Name		Circuit		Phone	
PA #		TREMONT NO. 3		2653		(317) 682-7712	
WR #		573348		SWS		Ccd	
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						132-A	
						3/24/2021	
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SEE "COPPERGATE" MINI PRINT
FOR UG LOOP

 CUTS ENGINEERING	Job No: TREMONT 3 CIRCUIT REBUILD Location: 1814 W 106TH ST		Customer: IPL Scheduler:		Phone: _____ Phone: _____	
	Priority		Date		Designed By: JAMES HEARN	
	Name		Circuit		Phone	
SPANS	ATT	CC	TREMONT NO. 3 2863	3445 400	Set: No.	Tax Unit
AT&TW			TREMONT NO. 3 2863	440	132-A	33
PA #					133-A	33
WR #	573348					3/24/2021
						Print No
						3 OF 4

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IO NORTH HOSPITAL
IS SERVED BY TREMONT 3

PRINT 3
PRINT 4

P-10/133-A
RPL & RELOCATE 45'350"
35' NORTH @ 12.5' ATT
-35' SPACING
-USE P8060'S & POST INSULATORS
-USE P8043 FOR NEUTRAL
-INSTALL BKTS ON FIELD SIDE OF POLE
-ROCK BACKFILL POLE

R-OLD GUY S. STEM

P-10/133-A
RPL & RELOCATE 45'350"
35' NORTH @ 12.5' ATT
-35' SPACING
-USE P8060'S & POST INSULATORS
-USE P8043 FOR NEUTRAL
-INSTALL BKTS ON FIELD SIDE OF POLE
-ROCK BACKFILL POLE

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-INSTALL BKTS ON FIELD SIDE OF POLE
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P-10/133-A
RPL & RELOCATE 40'350"
31' NORTH @ 12.5' ATT
-35' SPACING
-USE P8060'S & POST INSULATORS
-USE P8043 FOR NEUTRAL
-INSTALL BKTS ON FIELD SIDE OF POLE
-ROCK BACKFILL POLE

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35' NORTH @ 12.5' ATT
-35' SPACING
-USE P8060'S & POST INSULATORS
-USE P8043 FOR NEUTRAL
-INSTALL BKTS ON FIELD SIDE OF POLE
-ROCK BACKFILL POLE

P-10/133-A TO P-10/133-A (PRINT 4)
-RPL 30 397 AAC PE & 30 NEUT
W/30 477 AAC BR & 49 AAC BR NEUT
RULING SPAN = 175'

		Job Name: TREMONT 3 CIRCUIT REBUILD		Customer: IPL		Phone:													
		Location: 1508 W 106TH ST		Scheduler:		Phone:													
<table border="1"> <tr> <th>SPAND</th> <th>ATT</th> <th>CG</th> </tr> <tr> <td>AT&T</td> <td></td> <td></td> </tr> <tr> <td>PR</td> <td></td> <td></td> </tr> <tr> <td>WR</td> <td>573348</td> <td></td> </tr> </table>		SPAND	ATT	CG	AT&T			PR			WR	573348		Circuit Data		Trans		Designed by: JAMES HERIN	
		SPAND	ATT	CG															
AT&T																			
PR																			
WR	573348																		
Name: TREMONT NO. 3		Circuit: 2853	SWG: 440			Phone: (317) 662-7712	Cell: X												
						Sect No: 133-A	Page: 33												
						Date: 3/24/2021	Print No: 4 OF 4												

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November 29, 2022

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 – FACILITY RELOCATIONS

Dear Board Members:

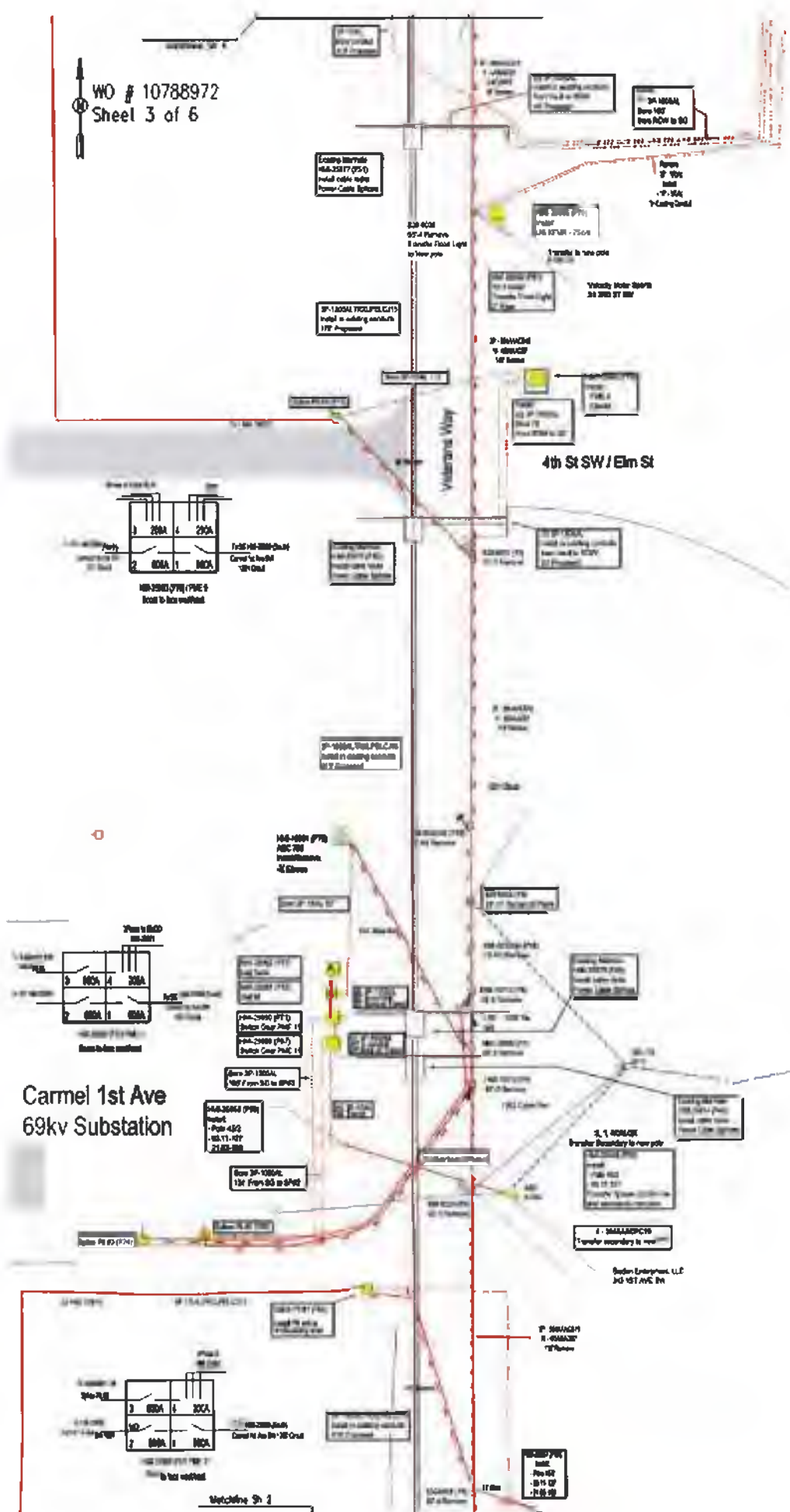
Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) and related lane restrictions to relocate existing aerial facilities. The relocations are needed due to conflicts with the City's Smokey Row reconstruction and Duke Transmission Burial projects (exhibits 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:

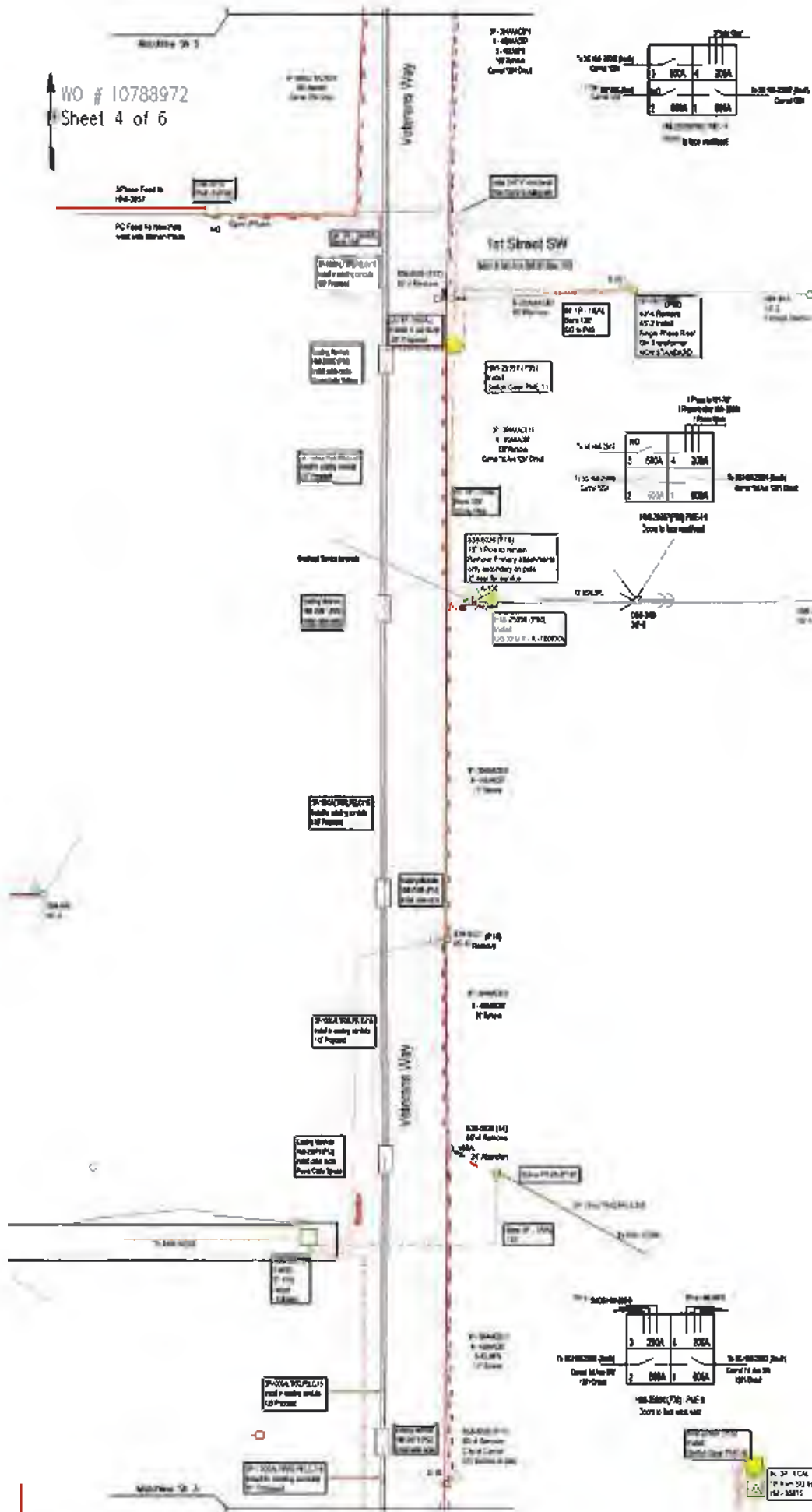
- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Petitioner agrees to post proper lane restriction signage and traffic control devices during the duration of the work.
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- Lane restrictions shall be performed between the hours of 9am and 4pm
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- 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



WO # 10788972
Sheet 4 of 6



low-diff
☐ missing
 service point
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1st Street NW

Veterans Way

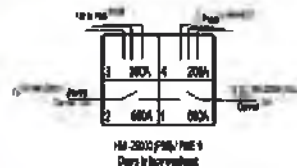
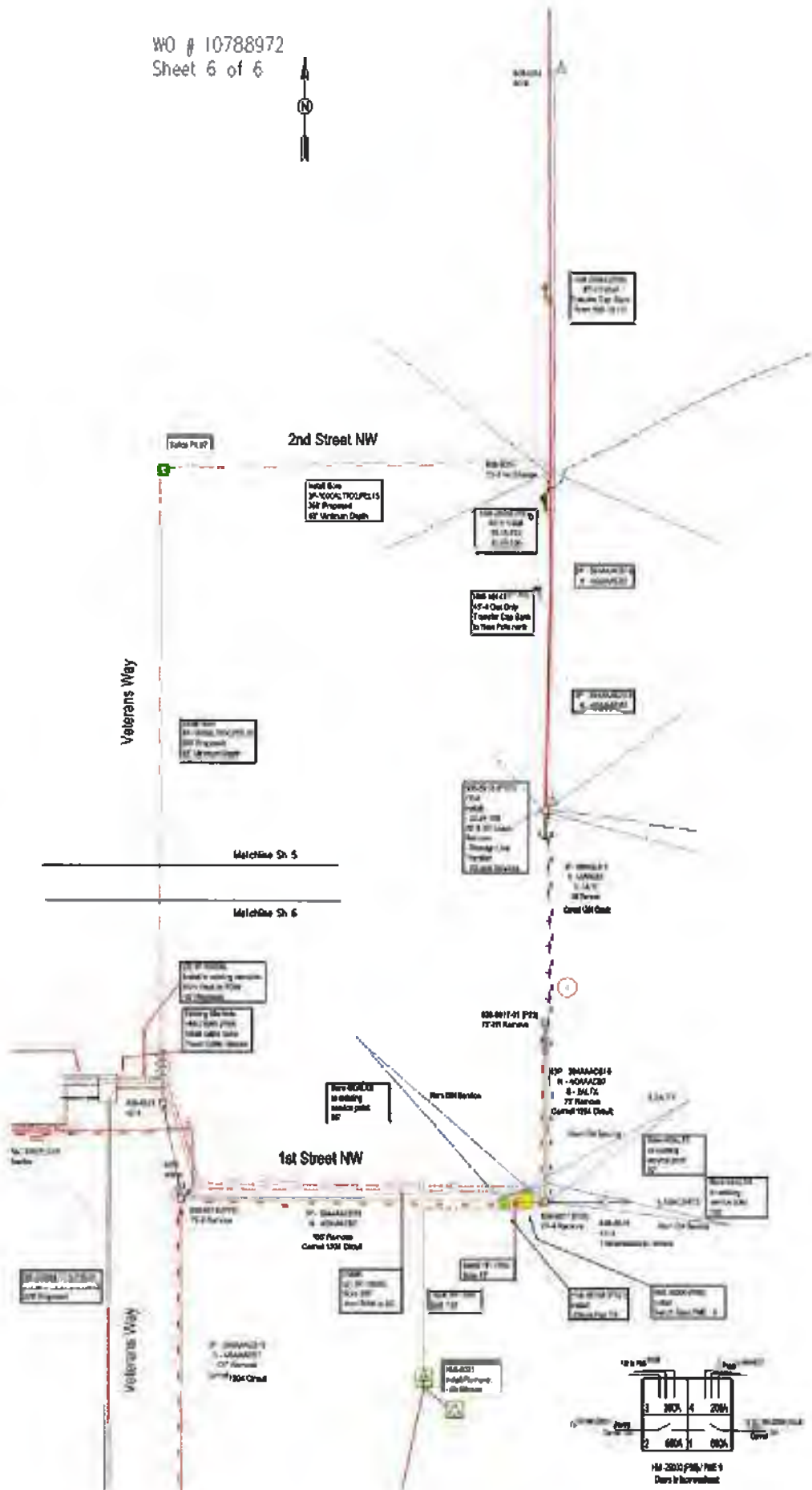
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DISCUSSION

100-24942 (P14)
 32-5 ruled
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 defendant 25 1/2 30 1/2 Mar. 25
 1/2001 of 100% use

30-1050A1
Date 35
Part 36 of 36 345

2014-10-14
11:14
Don't forget to...





City of Carmel

Office of City Clerk

SUSAN E. WOLFGANG, CLERK

CITY OF CARMEL BOARD OF PUBLIC WORKS AND SAFETY

NOTICE OF HEARING

RE: Residential structure located at 729 Mayfair Lane, Carmel, IN 46032
17-09-34-00-02-033.000

A hearing was requested, pursuant to Indiana Code § 36-7-9-5, regarding the residential structure located at 729 Mayfair Lane, Carmel, IN 46032. This hearing will be held on **December 7, 2022, at 10:00 AM** in front of the City of Carmel's Board of Public Works and Safety. This hearing will occur in the Council Chambers, which are located on the second floor of City Hall, at One Civic Square, Carmel, IN 46032.