



The public may [stream the meeting online](#).

Members of the public may [submit comments online](#) before 12pm on Monday, January 1, 2024.

BOARD/COMMISSION: City Council Meeting

DATE: 12/18/2023

DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. **Meeting Called to Order with the Pledge of Allegiance**
2. **Announcements**
3. **Proclamations**
4. **Presentations**
5. **Council Committee Reports**
6. **Department Reports**
 - a. Health Department Report
7. **Council Business**
8. **Consent Agenda**
 - a. Request to approve the previous meeting minutes
 - b. Request to approve the previous meeting minutes for Monday, November 20, 2023.
 - c. R121823 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds

- d. R121823A - A Request to Void Outstanding Checks

9. Regular Agenda - Budget/Financial

- a. R121823B - A Request Authorizing the City Controller to Appropriate Additional Funds (2023 General Obligation Bonds) - Public Hearing

10. Regular Agenda - Economic Development

- a. R121823C - A Resolution Approving First Amendment to Project Agreement (onPoint innovation)
- b. R121823D - A Resolution Approving First Amendment to Project Agreement (District South)
- c. R121823E - A Resolution Approving First Amendment to Project Agreement (CityWalk)
- d. R121823F - A Resolution Approving Project Agreement (Thermo Fisher)
- e. R121823G - Resolution Approving Company's Statement of Benefits (Thermo Fisher)

11. Regular Agenda - Planning & Zoning

- a. 112023A - Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5) - Final Reading
- b. 121823 - Consideration of a rezone of 5.67 Acres from PUDM to R3 Residential for the expansion of the Traders Point Fishers Church (RZ-23-7) - First Reading
- c. 121823A - Consideration of a text amendment to the Unified Development Ordinance to remove Section 4.2.1. Commercial Use Limit overlay (TA-23-6) - First Reading

12. Regular Items - Carrington Office Annexation

- a. 121823B - Request to approve a voluntary annexation of 1.482 acres, known as the Carrington Office property. Subject site is located at 10418 Hague Rd. (ANX-23-13) - First Reading & Public Hearing

13. Regular Items: Jai Hanuman Temple Annexation

- a. 121823C - Request to approve a voluntary annexation of 1 acre, known as the Jai Hanuman Temple property. Subject site is located at Cyntheanne Road. (ANX-23-12) - First Reading & Public Hearing

14. Regular Items - Any other Unfinished / New Business

15. Regular Items - Community Comment

- a. Robert Evans Handout

16. Regular Items - Meeting Adjournment



Fishers Health Department Update – 12/18/2023

Senate Enrolled Act 4 – “Health First Indiana” Governors Public Health Commission Legislation

- Final funding amount for 2024 is \$1,001,725.50 to be transferred to FHD early January 2024. FHD working on workplan per requirements.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.

Core Health Services

- Immunizations: Seasonal vaccines for flu, COVID-19, and respiratory syncytial virus to be offered at clinic. Recommendations for seasonal vaccines available on FHD [Clinic Services](#) webpage.
 - 657 patients seen for immunizations and testing services in October.
- Testing services: consistent demand for tuberculosis tests (66). Demand decreasing for COVID-19 tests (5). Slow uptake of lead testing.
- Reportable conditions continue to be managed at a steady pace and monitored for outbreak potential.

Health Education

- 15 health education sessions offered in November to 1,198 individuals. Health Educator has provided 81 sessions at over 33 different locations since starting in June. On target to provide health education to ~10,000 individuals this year.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Over 6,900 unique users and 8,240 sessions since launch on May 1. Majority of users from Fishers and surrounding area, female, and younger than 25 years of age. Most common features used are mental health assessments around depression and anxiety, and over 500 unique resources used.
- Mental Health Matters monthly newsletters available [here](#). [December](#) newsletter focuses on social isolation and loneliness during the holiday season. In addition to highlighting mental health issues, the newsletter includes resources and event information, and is a leading contributor to internet traffic to the new Stigma Free Fishers website.

Environmental Health & Inspections

- Grading placards posted at all permanent food facilities. [Food Grade and Inspection Dashboard](#) is live where anyone can view sanitation grades and inspection reports for retail food establishments. Grades - 420 receiving grade A, 38 grade B, and 18 grade C. High school interns created social media video explaining new grades and can be viewed [here](#).
- 2024 food permit applications opened 12/1/2023.



Community Outreach and Social Media

- Social media focused on seasonal vaccine recommendations, health safety during holiday gatherings, and food safety alerts/recalls in November.

Open Positions

- Interviewing for open Public Health Nurse position.

**Fishers City Council
Minutes
November 20, 2023**

THE PUBLIC MAY STREAM THE MEETING BY GOING TO: <http://tinyurl.com/CityOfFishers>

BOARD/COMMISSION: City Council Meeting

DATE: 11/20/2023

DIRECTIONS: [Launch](#) Fishers, 12175 Visionary Way, Fishers, Indiana 46038

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. Meeting Called to Order with the Pledge of Allegiance

- President John Weingardt opened the meeting at 7:00 p.m. Present were Pete Peterson, Cecilia Coble, Todd Zimmerman, Brad DeReamer, Crystal Neumann, Jocelyn Vare and David Giffel. Selina Stoller was present virtually.
- Others present were Mayor Scott Fadness, City Clerk Jennifer Kehl, Deputy Mayor Elliot Hultgren, Chris Greisl, Lisa Bradford, Ross Hillery, Megan Baumgartner, Lindsey Bennett, Jake Reardon McSoley, Breanna Taylor, Ashley Elrod, Chief Ed Gebhart, Mike Janes, Benjamin Irvin, Jack Follmer, Sue Anthony Follmar, Nancy Janes, John DeLucia, Kathy Arigi, Gerry L., Jason W. Schnurr, Robert Evans, Mark Berrechehi, Dawn Replogte, Trent Skaggs, Josh Huser, Jake and Chanelle, Loren Compton, Ross Reinhardt, Ashlee Boyd, Skyler Braun, Mindy Westrick Brown, Mark Leach, Sarah Almaya, Ebazar Neumann, Marie, Grover, Amanda D. and Larry Lannan.

2. Announcements: Todd Zimmerman announced that the Fishers High School Band placed 3rd in the state and competed in the National Band Competition at Lucas Oil Stadium. The band with 297 students is now in New York to participate in the Macys Thanksgiving Day Parade.

3. Proclamations: *None*

4. Presentations:

- a. **FPD Service Award:** Mike Janes (20 years)
 - Chief Ed Gebhart presented Mike Janes his 20 year service award.

5. Council Committee Reports

- a. Finance Committee Report - *NONE*

6. Department Reports

- a. Health Department Report - [REPORT](#)

7. Consent Agenda:

- a. Request to approve the previous meeting minutes: [Minutes for October 9, 2023](#).
- b. **R112023** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: [Council Action Form](#) | [Exhibit A](#) | [Resolution](#) *Signed Adoption*
 - Pete Peterson made a motion to approve resolution **R112023**. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR AGENDA

Budget/ Financial

8. **100923A** - An Ordinance Authorizing the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024 (District South Project), and the Lending of the Proceeds Thereof to the Borrower Thereof and Authorizing and Approving other Actions in Respect Thereto - **2nd Reading:** [Council Action Form](#) | [Exhibit A](#) | [Exhibit B](#) | [Ordinance](#) ***Signed Adoption***
- Lisa Bradford gave her presentation to the council members.
 - Pete Peterson made a motion to approve ordinance **100923A**. Todd Zimmerman seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
9. **100923** - A Ordinance of the Common Council of the City of Fishers, Indiana Authorizing Issuance of Bonds for the Purpose of Providing Funds to be Applied to Pay for Construction of Certain Road Improvements and Incidental Expenses in Connection Therewith and to Pay for Certain Trail Improvements and the Acquisition of Certain Equipment and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds (2024 GO Bond) - **2nd Reading:** [Council Action Form](#) | [Ordinance](#) ***Signed Adoption***
- Lisa Bradford gave her presentation to the council members.
 - Pete Peterson made a motion to approve ordinance **100923**. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Economic Development

10. **R112023A** - A Request to Approve an Amendment to a Project Agreement (Union/Crossing): [Council Action Form](#) | [Agreement](#) | [Resolution](#) ***Signed Adoption***
- Megan Baumgartner gave her presentation to the council members.
 - Ashley Boyd from Thompson Thrift came forward to comment on the project.
 - Pete Peterson made a motion to approve resolution **R112023A**. Todd Zimmerman seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Government

11. **112023** - A request to Approve an Amendment to Chapter 35.30 of the City of Fishers Code of Ordinances (Fee Schedule): [Council Action Form](#) | [Ordinance](#) ***Signed Adoption***
- Lindsey Bennett gave her presentation to the city council members.
 - Pete Peterson made a motion to suspend the rules and approve ordinance **112023**. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
 - Pete Peterson made a motion to approve ordinance **112023**. Cecilia Coble seconded the motion and all members voted yay. The motion passed.
12. **R112023B** - A Request to Approve an Interlocal Agreement with the Indiana Department of Transportation for Drainage and Erosion Control: [Council Action Form](#) | [Agreement](#) | [Exhibit A](#) | [Exhibit B](#) | [Resolution](#) ***Signed Adoption***

- Lindsey Bennett gave her presentation to the city council members.
- Pete Peterson made a motion to approve resolution **R112023B**. Todd Zimmerman seconded the motion and all members voted yay. The motion passed.

Planning & Zoning

- 13. 091823A** - Consideration of a text amendment to the Cove at Thorpe Creek PUD to allow for maximum height of 40' in Grand Estates District, add Masterpiece Collection homes to Designer District and update Illustrative Architectural Exhibit with Masterpiece Collection (TA-23-5) - **Final Reading:** [Council Action Form](#) | [Petitioner Packet](#) | [Staff Report](#) | [Ordinance](#) **Signed Adoption**

- Ross Hilleary gave his presentation to the city council members.
- Pete Peterson made a motion to approve ordinance **091823A**. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay.

- 14. 112023A** - Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5) - **First Reading:** [Council Action Form](#) | [Ordinance](#)

- Ross Hilleary gave his presentation to the city council members.
- Pete Peterson made a motion to have **1st Reading**.

- 15. 112023B** - Consideration of a rezone of .88 Acres from R2 Residential to PUD-C known as the Drive Planning PUD (RZ-23-6) – **First Reading:** [Council Action Form](#) | [Petitioner Packet](#) | [Ordinance](#)

- Ross Hilleary gave his presentation to the city council members.
- Pete Peterson made a motion to have **1st Reading**.

Fishers Community Center Annexation:

- 16. R112023C** - Request to approve a resolution adopting the Fiscal Plan for the Fishers Community Center (ANX-23-11): [Council Action Form](#) | [Fiscal Plan](#) | [Resolution](#) **Signed Adoption**

- Pete Peterson made a motion to approve resolution **R112023C**. Todd Zimmerman seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

- 17. 100923C** -Request to approve a voluntary annexation of 24.99 acres known as the Fishers Community Center Property. Subject site is located southeast of the intersection of E 121st Street and Hoosier Road (ANX-23-11) - **Final Reading:** [Council Action Form](#) | [Ordinance](#) **Signed Adoption**

- Pete Peterson made a motion to approve ordinance **100923C**. Todd Zimmerman seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR ITEMS

- 18. Any other Unfinished / New Business: *NONE***

- 19. Community Comment**

- a. Non online submissions

- b. Skyler Braun came forward. He has a small online newspaper, Fishers Digest. He put out the question about trash service. He has several hundred hits on the site. 89% of responses wanted the City of Fishers to manage trash removal services. 11% didn't want the city to be involved.

20. Meeting Adjournment

- Pete Peterson made a motion to adjourn the meeting. Todd Zimmerman seconded the motion. The meeting was adjourned at 7:47 p.m.

Respectfully Submitted,



**Jennifer L. Kehl
Fishers City Clerk**

DATE: NOVEMBER 20, 2023

PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1 BENJAMIN IRVIN	10523 CEDAR DRIVE
2 Jack Fullmar	Regency-Windsor
3 Sue Anthony Fullmar	"
4 Nancy J. Jarell	13895 Meadowood Way
5 JOHN DE LUCA	8947 TRUMAN DR
6 Kathy ARIGI	10272 Whitefaii Circle
7 GERRY LINARDOLI	12162 PEARL BAY RIDGE
8 JASON W. SCHURR	8030 SUGARCREW LN, KS
9 Robert C. EVANS	10707 BURNING RIDGE LANE
10 Mark Bernacchi	16152 Malbec St.
11 Dawn Replogle	12381 Sanderling Trace
12 Trent Skaggs	14263 Everlyur Way
13 Josh Huser	12863 Shakespeare
14 JAKE RAN	12464 Goodwin
15 Jake + Chanelle Chaling	10741 Blue Spruce Dr
16 Loren Compton	13894 Charleswood Ct.
17 Skyler Braun	12011 Jesterwood Dr
18 Ross Reinhardt	
19 Ashlee Boyd	10917 Harbor Bay
20 Mindy Westnick Brown	Faegre Pinner
21 Mark Leach	Faegre Pinner
22 Sarah Amaya	
23 Ekazar Neumann	
24 Marie Groover	
25 Amanda Duff	FISCHER HOMES
26	
27	
28	
29	
30	



Fishers Health Department Update – 11/20/2023

Senate Enrolled Act 4 – “Health First Indiana” Governors Public Health Commission Legislation

- Final funding amount for 2024 is \$1,001,725.50, to be transferred to FHD early January 2024.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.

Core Health Services

- Immunizations: Seasonal vaccines for flu, COVID-19, and respiratory syncytial virus offered at clinic. Recommendations for seasonal vaccines available on FHD [Clinic Services](#) webpage.
 - 443 patients seen for immunizations and testing services in October.
- Testing services: consistent demand for tuberculosis tests (36). Demand decreasing for COVID-19 tests (9). Recently added lead testing for children free of charge uptake slow at present.
- Reportable conditions continue to be managed at a steady pace and monitored for outbreak potential. 64 current open investigations.

Health Education

- 19 health education sessions offered in October to 2,073 individuals. Health Educator has provided 73 sessions at over 30 different locations since starting in June. On target to provide health education to ~10,000 individuals this year.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Over 6,300 unique users and 7,500 sessions since launch on May 1. Majority of users from Fishers area (74%), female (72%), and younger than 25 years of age (65%). Most common features used are mental health assessments around depression and anxiety, and over 300 unique resources used.
- Mental Health Matters monthly newsletters available [here](#). November newsletter focuses on Seasonal Affective Disorder. In addition to highlighting mental health issues, the newsletter includes resources and event information, and is a leading contributor to internet traffic to the new Stigma Free Fishers website.

Environmental Health & Inspections

- Grading placards posted at all permanent food facilities. [Food Grade and Inspection Dashboard](#) is live where anyone can view sanitation grades and inspection reports for retail food establishments. Grades - 303 receiving grade A, 30 grade B, and 15 grade C. High school interns created social media video explaining new grades and can be viewed [here](#).
- 2024 food permit applications open 12/1/2023.



Community Outreach and Social Media

- Two community-based flu clinics at local business and area HSE school. 33 total individuals vaccinated.
- Social media focused on seasonal vaccine recommendations and breast cancer awareness in October.

Open Positions

- Onboarded two new Community Health Advocates to work with Public Health Social Worker.
- Interviewing for open Public Health Nurse position.
- Environmental Health Inspector position filled.



Council Action Form

MEETING DATE	December 19, 2023			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121923	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head		☒ Controller's Office	
	☒ Department Head		☒ Finance Committee	
	☐ Deputy Mayor		☐ Technical Advisory Committee	
	☐ Mayor		☒ Other: Corresponding Department Heads	
	☐ Legal Counsel – <i>Name of Reviewer:</i>			
BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”. Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit. Additionally, due to the end of the year quickly advancing, the Controller's Office anticipates there being some additional needed transfers in order to balance all City appropriations by year end. In order to maintain efficiency and effectiveness, the City Controller's Office is requesting permission to make these transfers in December. Any and all such transfers will then be brought back before the City Council next year, 2024 for ratification. The proposed resolution contains this language for this request, including a statement that the total number shall not exceed \$2,500,000.			
	BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		N/A
		Expenditure \$:		N/A
		Source of Funds:		See Exhibit A
		Additional Appropriation #:		N/A
Narrative: This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.				
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and authorize the City Controller to make the transfers		
	2.	Deny this resolution and request		
	3.	Approve selected transfer requests		
	4.	Provide alternate direction		

PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	4	12/19/2023	FD	R121823	BUA FD Stove	1	1	
1	10105011	43200		General Fund - Fire Admin	Comms And Transportation	22,250.00		-10,000.00	12,250.00
	1010.501	51.000.43200.			For FD91 Range/Oven purch	12/19/2023			
2	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings	22,000.00		10,000.00	32,000.00
	1010.501	51.000.44400.			For FD91 Range/Oven purch	12/19/2023			
3	10105013	43100		General Fund - Logistics	Professional Services	55,500.00		-8,391.46	47,108.54
	1010.501	53.000.43100.			For FD91 Range/Oven purch	12/19/2023			
4	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings	22,000.00		8,391.46	30,391.46
	1010.501	51.000.44400.			For FD91 Range/Oven purch	12/19/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	222	12/08/2023	EOY	R121823	BUA EOYProfSvc	1	1	
1	60609014	41114		Sewer - PW Water Quality	PT Salaries	138,990.00		-30,000.00	108,990.00
	6060.901	94.000.41114.			Additional Professional Servic	12/08/2023			
2	60601011	43100		Sewer - Mayor's Office	Professional Services	482,250.00		30,000.00	512,250.00
	6060.101	11.000.43100.			Additional Professional Servic	12/08/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	358	12/13/2023	EOY	R121823	BUA EOYSupp	1	1	
1	10301011	42200		PSAP - Mayor	Operating Supplies	50,577.00		79,432.00	130,009.00
	1030.101	11.000.42200.				12/13/2023			
2	10301011	44920		PSAP - Mayor	Capital Expenses	79,432.00		-79,432.00	.00
	1030.101	11.000.44920.				12/13/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	403	12/19/2023	PW	R121823	BUA PWOpSupp	1	1	
1	10109013	43100		General Fund - PW Parks	Professional Services	869,837.88		-22,825.50	847,012.38
	1010.901	93.000.43100.			Pay Supply Expenses	12/19/2023			

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	BUDGET	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023	12	403 12/19/2023	PW	R121823	BUA PWOpSupp	1	1	
2	10109012 42200			General Fund - PW Buildings	Operating Supplies	663,785.00	22,825.50	686,610.50
	1010.901.92.000.42200.				Pay Supply Expenses	12/19/2023		
3	10109013 43100			General Fund - PW Parks	Professional Services	869,837.88	-11,830.00	858,007.88
	1010.901.93.000.43100.				Pay Supply Expenses	12/19/2023		
4	10109013 42200			General Fund - PW Parks	Operating Supplies	570,183.79	11,830.00	582,013.79
	1010.901.93.000.42200.				Pay Supply Expenses	12/19/2023		
5	20109011 43100			MVH - PW Streets	Professional Services	941,342.70	-34,522.00	906,820.70
	2010.901.91.000.43100.				Pay Supply Expenses	12/19/2023		
6	20109011 42200			MVH - PW Streets	Operating Supplies	366,354.21	34,522.00	400,876.21
	2010.901.91.000.42200.				Pay Supply Expenses	12/19/2023		
							** JOURNAL TOTAL	0.00
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2023	12	425 12/19/2023	CSX	R121823	BUA LeaseFoldi	1	1	
1	10101017 42200			General Fund - Customer Service	Operating Supplies	88,005.79	-5,017.56	82,988.23
	1010.101.17.000.42200.				Pay for Lease Fold&stuff Machi	12/19/2023		
2	10101017 43100			General Fund - Customer Service	Professional Services	26,122.79	5,017.56	31,140.35
	1010.101.17.000.43100.				Pay for Lease Fold&stuff Machi	12/19/2023		
							** JOURNAL TOTAL	0.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valois1

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE	DESC	T	OB	DEBIT	CREDIT
2023	12	4													
BUA	10105011-43200				12/19/2023	FD Stove	FD	R121823		T	Comms And Transportation	5			10,000.00
											For FD91 Range/Oven purch				
BUA	10105011-44400				12/19/2023	FD Stove	FD	R121823		T	Improve't Other than Buildings	5		10,000.00	
											For FD91 Range/Oven purch				
BUA	10105013-43100				12/19/2023	FD Stove	FD	R121823		T	Professional Services	5			8,391.46
											For FD91 Range/Oven purch				
BUA	10105011-44400				12/19/2023	FD Stove	FD	R121823		T	Improve't Other than Buildings	5		8,391.46	
											For FD91 Range/Oven purch				
											JOURNAL 2023/12/4	TOTAL		.00	.00
2023	12	222													
BUA	60609014-41114				12/08/2023	EOYProfSvc	EOY	R121823		T	PT Salaries	5			30,000.00
											Additional Professional Servic				
BUA	60601011-43100				12/08/2023	EOYProfSvc	EOY	R121823		T	Professional Services	5		30,000.00	
											Additional Professional Servic				
											JOURNAL 2023/12/22	TOTAL		.00	.00
2023	12	358													
BUA	10301011-42200				12/13/2023	EOYSupp	EOY	R121823		T	Operating Supplies	5		79,432.00	
BUA	10301011-44920				12/13/2023	EOYSupp	EOY	R121823		T	Capital Expenses	5			79,432.00
											JOURNAL 2023/12/358	TOTAL		.00	.00
2023	12	403													
BUA	10109013-43100				12/19/2023	PWOpSupp	PW	R121823		T	Professional Services	5			22,825.50
											Pay Supply Expenses				
BUA	10109012-42200				12/19/2023	PWOpSupp	PW	R121823		T	Operating Supplies	5		22,825.50	
											Pay Supply Expenses				
BUA	10109013-43100				12/19/2023	PWOpSupp	PW	R121823		T	Professional Services	5			11,830.00
											Pay Supply Expenses				
BUA	10109013-42200				12/19/2023	PWOpSupp	PW	R121823		T	Operating Supplies	5		11,830.00	
											Pay Supply Expenses				
BUA	20109011-43100				12/19/2023	PWOpSupp	PW	R121823		T	Professional Services	5			34,522.00
											Pay Supply Expenses				
BUA	20109011-42200				12/19/2023	PWOpSupp	PW	R121823		T	Operating Supplies	5		34,522.00	
											Pay Supply Expenses				
											JOURNAL 2023/12/403	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR	PER	JNL					ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC	
2023	12	425									
BUA	10101017-42200	12/19/2023	LeaseFoldi	CSX	R121823				T	Operating Supplies	5
										Pay for Lease Fold&Stuff Machi	5,017.56
BUA	10101017-43100	12/19/2023	LeaseFoldi	CSX	R121823				T	Professional Services	5
										Pay for Lease Fold&Stuff Machi	5,017.56
JOURNAL 2023/12/425										TOTAL	
										.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
FUND TOTAL						.00	.00

** END OF REPORT - Generated by Lorena Valois **

RESOLUTION NO. R121823

**A RESOLUTION AUTHORIZING THE CITY CONTROLLER
TO TRANSFER CERTAIN CITY OF FISHERS BUDGET FUNDS
INTO CERTAIN BUDGET CATEGORIES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has budgeted certain amounts of funds that are used for general municipal operational purposes of the City;

WHEREAS, the certain funds as described in Exhibit A, which is attached hereto and incorporated herein (“Transfers”) are in need of various transfers in order to continue their intended purposes and operations; and

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana (“City Council”) now desires to authorize the City Controller to transfer said funds into said accounts, all is further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Council hereby authorizes the City Controller to make all transfers as described in Exhibit A (“Transfers”) and execute them in a timely and orderly fashion.

Section 2. The City Council hereby authorizes the City Controller to make any additional transfers as they see fit between the date of passage of this resolution and December 31, 2023 in order to ensure that all City appropriations are properly balanced by year end. Any transfers falling under this category will be brought before the City Council in the following year, 2024 for ratification. This total number shall not exceed \$2,500,000.

Section 3. This Resolution shall be in full force and effect from and upon its passage and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 18th day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the __18th__ day of __December__,2023 at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

December 18, 2023

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey M. Bennett



RESOLUTION NO. R121823

**A RESOLUTION AUTHORIZING THE CITY CONTROLLER
TO TRANSFER CERTAIN CITY OF FISHERS BUDGET FUNDS
INTO CERTAIN BUDGET CATEGORIES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) has budgeted certain amounts of funds that are used for general municipal operational purposes of the City;

WHEREAS, the certain funds as described in Exhibit A, which is attached hereto and incorporated herein (“Transfers”) are in need of various transfers in order to continue their intended purposes and operations; and

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana (“City Council”) now desires to authorize the City Controller to transfer said funds into said accounts, all is further described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana meeting in regular session as follows:

Section 1. The Council hereby authorizes the City Controller to make all transfers as described in Exhibit A (“Transfers”) and execute them in a timely and orderly fashion.

Section 2. The City Council hereby authorizes the City Controller to make any additional transfers as they see fit between the date of passage of this resolution and December 31, 2023 in order to ensure that all City appropriations are properly balanced by year end. Any transfers falling under this category will be brought before the City Council in the following year, 2024 for ratification. This total number shall not exceed \$2,500,000.

Section 3. This Resolution shall be in full force and effect from and upon its passage and in accordance with Indiana law.

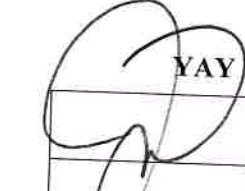
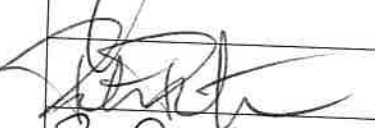
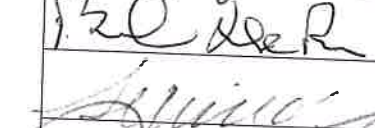
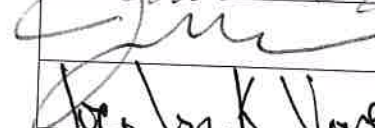
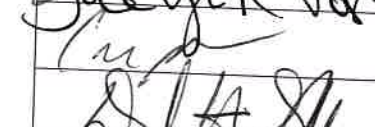
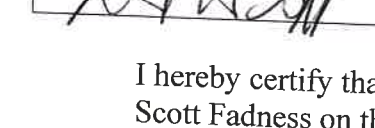
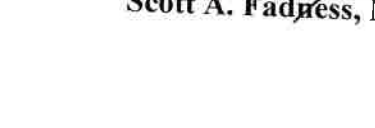
ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 18th day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

**R121823
ABSTAIN**

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December, 2023 at _____ p.m.

ATTEST:


Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

December 18, 2023
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey M. Bennett



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	4	12/19/2023	FD	R121823	BUA FD Stove	1	1	
1	10105011	43200		General Fund - Fire Admin	Comms And Transportation		22,250.00	-10,000.00	12,250.00
	1010.501.51.000.43200.				For FD91 Range/Oven purch	12/19/2023			
2	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		22,000.00	10,000.00	32,000.00
	1010.501.51.000.44400.				For FD91 Range/Oven purch	12/19/2023			
3	10105013	43100		General Fund - Logistics	Professional Services		55,500.00	-8,391.46	47,108.54
	1010.501.53.000.43100.				For FD91 Range/Oven purch	12/19/2023			
4	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		22,000.00	8,391.46	30,391.46
	1010.501.51.000.44400.				For FD91 Range/Oven purch	12/19/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	222	12/08/2023	EOY	R121823	BUA EOYProfSvc	1	1	
1	60609014	41114		Sewer - PW Water Quality	PT Salaries		138,990.00	-30,000.00	108,990.00
	6060.901.94.000.41114.				Additional Professional Servic	12/08/2023			
2	60601011	43100		Sewer - Mayor's Office	Professional Services		482,250.00	30,000.00	512,250.00
	6060.101.11.000.43100.				Additional Professional Servic	12/08/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	358	12/13/2023	EOY	R121823	BUA EOYSupp	1	1	
1	10301011	42200		PSAP - Mayor	Operating Supplies		50,577.00	79,432.00	130,009.00
	1030.101.11.000.42200.					12/13/2023			
2	10301011	44920		PSAP - Mayor	Capital Expenses		79,432.00	-79,432.00	.00
	1030.101.11.000.44920.					12/13/2023			
** JOURNAL TOTAL								0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	403	12/19/2023	PW	R121823	BUA PWOpSupp	1	1	
1	10109013	43100		General Fund - PW Parks	Professional Services		869,837.88	-22,825.50	847,012.38
	1010.901.93.000.43100.				Pay Supply Expenses	12/19/2023			

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT				LINE DESCRIPTION				
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND									
2023	12	403	12/19/2023	PW	R121823	BUA PWOpSupp	1	1	
2	10109012	42200		General Fund - PW Buildings	Operating Supplies		663,785.00	22,825.50	686,610.50
	1010.901.92.000.42200.				Pay Supply Expenses	12/19/2023			
3	10109013	43100		General Fund - PW Parks	Professional Services		869,837.88	-11,830.00	858,007.88
	1010.901.93.000.43100.				Pay Supply Expenses	12/19/2023			
4	10109013	42200		General Fund - PW Parks	Operating Supplies		570,183.79	11,830.00	582,013.79
	1010.901.93.000.42200.				Pay Supply Expenses	12/19/2023			
5	20109011	43100		MVH - PW Streets	Professional Services		941,342.70	-34,522.00	906,820.70
	2010.901.91.000.43100.				Pay Supply Expenses	12/19/2023			
6	20109011	42200		MVH - PW Streets	Operating Supplies		366,354.21	34,522.00	400,876.21
	2010.901.91.000.42200.				Pay Supply Expenses	12/19/2023			
								** JOURNAL TOTAL	0.00

CLERK: valois1

Report generated: 12/15/2023 15:03
User: valoisl
Program ID: bgamdent

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR	PER	JNL	EFF	DATE	DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION		
FUND TOTAL						.00	.00

** END OF REPORT - Generated by Lorena Valois **



Council Action Form

MEETING DATE	December 19, 2023			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121923	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head		☒ Controller's Office
	☒ Department Head		☒ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☐ Mayor		☒ Other: Corresponding Department Heads
	☐ Legal Counsel – <i>Name of Reviewer:</i>		
BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”. Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit. Additionally, due to the end of the year quickly advancing, the Controller's Office anticipates there being some additional needed transfers in order to balance all City appropriations by year end. In order to maintain efficiency and effectiveness, the City Controller's Office is requesting permission to make these transfers in December. Any and all such transfers will then be brought back before the City Council next year, 2024 for ratification. The proposed resolution contains this language for this request, including a statement that the total number shall not exceed \$2,500,000.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		N/A
	Expenditure \$:		N/A
	Source of Funds:		See Exhibit A
	Additional Appropriation #:		N/A
	Narrative:		This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and authorize the City Controller to make the transfers	
	2.	Deny this resolution and request	
	3.	Approve selected transfer requests	
	4.	Provide alternate direction	

PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	A Resolution Determining Certain Accounts Uncollectable and Authorizing the City Controller to Void the Outstanding Checks In These Accounts			
SUBMITTED BY	Name & Title: Lisa Bradford, Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #:		Resolution #: R121823A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Annually there remain on the books or records of the City of Fishers various uncollected accounts; in other words checks that were issued by the City of Fishers that never were collected (or cashed/deposited by their respective owner). Although the City makes reasonable efforts to ensure these checks or accounts are collected, there generally remain a few outstanding checks. As such, in order to be consistent with Indiana law and Indiana Department of Local Government Finance (DLGF) procedures, these outstanding checks or funds must be reconciled pursuant to a resolution adopted by the City Council and approved by the Mayor. Therefore, attached is a resolution and exhibit with all outstanding checks that can legally be deemed uncollected and their reconciliation closed at this time. In other words, they are voided out and all remaining funds are retained by the City. The City Controller's Office is requesting that this resolution be approved in order to close out these accounts. The majority of the payments requested to be declared void are electronic payments made when the City transitioned its financial system to Tyler Munis. These electronic payments were made and recorded appropriately as expense in the financial system but due to Tyler Munis and its use of treasury accounts they are still showing as outstanding. This will be an accounting entry that will clean up the treasury funds and cash accounts in Tyler Munis.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	Various
	Additional Appropriation #:	N/A
	Narrative:	These checks were originally written from various funds. The total by individual fund is summarized on Exhibit A.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request.
	2.	Deny this resolution and request.
	3.	Provide alternate direction on this resolution and request.
	4.	
PROJECT TIMELINE	This will be implemented immediately following City Council's authorization of this request and adoption of this resolution.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request and resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A	

City of Fishers

Resolution - Void Outstanding Checks

Exhibit A

Fund:	Amount:
General	72,541.08
Motor Vehicle Highway	490.00
Local Income Tax	70,804.50
Road Impact Fee	1,000.00
Sewer	33,739.94
Stormwater	6,319.02
Parks Agency	11,846.64
Payroll	5,090.09

CHECK NUMBER	CHECK DATE	VENDOR NAME	CHECK TYPE
11613	04/08/2020	Regions Bank	MANUAL
11875	04/17/2020	Regions Bank	MANUAL
12753	06/15/2020	Regions Bank	MANUAL
11613	04/08/2020	Regions Bank	MANUAL
11875	04/17/2020	Regions Bank	MANUAL
12753	06/15/2020	Regions Bank	MANUAL
9535	11/07/2019	First American Title Ins Co Nat'l Commercial Svcs	MANUAL
11614	04/08/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
12754	06/15/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
12754	06/15/2020	Regions Bank	MANUAL
11878	04/22/2020	State of Indiana	MANUAL
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
18381	05/11/2021	Spencer Martin	PRINTED
21214	10/05/2021	Spencer Martin	PRINTED
21168	10/05/2021	Megan Vukusich	PRINTED
17648	04/13/2021	Antoinette Martin	PRINTED
20083	08/10/2021	PAULA HOLTSCRAW	PRINTED
21725	11/04/2021	RTT Operating Companies Holdco LLC	PRINTED
21725	11/04/2021	RTT Operating Companies Holdco LLC	PRINTED
19836	07/28/2021	L Allen Baird	PRINTED
20508	08/30/2021	Pivot Capital LLC	PRINTED
22488	12/13/2021	Thasi Kusina LLC	PRINTED
16809	02/23/2021	Hoosier Mountain Bike Association Inc	PRINTED
18894	06/15/2021	Brandon Beebe	PRINTED
20091	08/10/2021	Pro-Sound Entertainment, Inc.	PRINTED
21690	11/04/2021	Ashis Baral	PRINTED

22032	11/18/2021	St Vincent Health, Wellness & Preventative Care	PRINTED
21552	11/04/2021	Jason Arnold	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
16261	01/26/2021	Garners Family Enterprises, Inc	PRINTED
17268	03/24/2021	Garners Family Enterprises, Inc	PRINTED
2189	01/07/2019	First American Title Ins Co Nat'l Commercial Svcs	MANUAL
22228	12/01/2021	SCSC Properties LLC	PRINTED
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
16737	02/23/2021	Bane-Welker Equipment LLC	PRINTED
11878	04/22/2020	State of Indiana	MANUAL
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
18661	05/26/2021	Timothy Huser	PRINTED
20799	09/16/2021	David Schwartz	PRINTED
19591	07/13/2021	Concerts for a Cause Inc	PRINTED
6774	06/03/2019	State of Indiana	MANUAL
6775	06/03/2019	State of Indiana	MANUAL
6776	06/03/2019	State of Indiana	MANUAL
6777	06/03/2019	State of Indiana	MANUAL
6778	06/19/2019	State of Indiana	MANUAL
8589	09/12/2019	State of Indiana	MANUAL
9533	11/01/2019	Indiana State Treasurer	MANUAL
9534	11/01/2019	Indiana State Treasurer	MANUAL
10164	12/13/2019	Indiana State Treasurer	MANUAL
10165	12/13/2019	Indiana State Treasurer	MANUAL
11179	03/04/2020	State of Indiana	MANUAL
11180	03/04/2020	State of Indiana	MANUAL
11611	04/08/2020	State of Indiana	MANUAL
12599	06/01/2020	State of Indiana	MANUAL
402212	04/02/2021	Net Salaries - Payroll	MANUAL
928211	09/28/2021	Net Salaries - Payroll	MANUAL
1007212	10/07/2021	Net Salaries - Payroll	MANUAL
4302113	04/30/2021	The Cincinnati Life Ins Co.	MANUAL
611202114	06/11/2021	City Of Fishers Health Fund	MANUAL
171	09/03/2021	Net Salaries - Payroll	MANUAL

FULL ACCOUNT	Fund	AMOUNT
1010.101.11.000.42200.	General	149.34
1010.101.11.000.42200.	General	349.61
1010.101.11.000.42200.	General	68.03
1010.101.11.000.43100.	General	38.99
1010.101.11.000.43100.	General	2,408.64
1010.101.11.000.43100.	General	65.99
1010.101.11.000.44920.	General	15,923.00
1010.101.13.000.42200.	General	65.56
1010.101.13.000.42200.	General	90.29
1010.101.13.000.43100.	General	37.02
1010.101.13.000.43100.	General	37.02
1010.101.13.000.43200.	General	374.96
1010.101.13.000.43200.	General	1,090.00
1010.101.15.000.43100.	General	351.00
1010.101.15.000.43100.	General	2,147.50
1010.101.15.000.43100.	General	1,921.00
1010.101.15.000.43100.	General	1,399.51
1010.301.31.000.43200.	General	85.00
1010.301.31.000.43200.	General	40.00
1010.301.32.000.42200.	General	35.26
1010.501.52.000.43901.	General	20.00
1010.501.52.000.43901.	General	613.00
1010.605.00.000.43100.	General	23,552.00
1010.605.00.000.43100.	General	4,602.00
1010.701.00.000.42200.	General	176.00
1010.701.00.000.42200.	General	5.00
1010.701.00.000.42200.	General	60.00
1010.701.00.000.43100.	General	2,500.00
1010.701.00.000.43100.	General	3,250.00
1010.701.00.000.43100.	General	500.00
1010.701.00.000.43901.	General	150.00

1010.801.85.000.43100.	General	6,355.36
1010.801.85.000.43200.	General	55.00
1010.901.93.000.43100.	General	325.00
1010.901.93.000.43100.	General	757.00
1010.901.93.000.43100.	General	2,943.00
2010.601.00.000.43100.	Motor Vehicle Highway	245.00
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2570.401.00.000.44920.	Local Income Tax	70,804.50
2708.401.00.000.44920.	Road Impact Fee	1,000.00
6060.101.15.000.43100.	Sewer	1,140.00
6060.101.15.000.43100.	Sewer	433.24
6060.101.15.000.43100.	Sewer	166.70
6060.901.94.000.44500.	Sewer	32,000.00
6260.101.15.000.43100.	Stormwater	390.00
6260.101.15.000.43100.	Stormwater	0.00
6260.101.15.000.43100.	Stormwater	0.00
6260.101.15.000.43100.	Stormwater	250.05
6260.901.94.000.43905.	Stormwater	270.00
6260.901.94.000.43905.	Stormwater	5,408.97
8120.701.00.000.43901.	Parks Agency	500.00
8120.701.00.000.43909.	Parks Agency	741.29
8120.701.00.000.43909.	Parks Agency	613.06
8120.701.00.000.43909.	Parks Agency	1,290.21
8120.701.00.000.43909.	Parks Agency	1,305.28
8120.701.00.000.43909.	Parks Agency	1,036.52
8120.701.00.000.43909.	Parks Agency	1,313.00
8120.701.00.000.43909.	Parks Agency	326.29
8120.701.00.000.43909.	Parks Agency	1,373.11
8120.701.00.000.43909.	Parks Agency	551.10
8120.701.00.000.43909.	Parks Agency	579.02
8120.701.00.000.43909.	Parks Agency	288.75
8120.701.00.000.43909.	Parks Agency	506.00
8120.701.00.000.43909.	Parks Agency	912.79
8120.701.00.000.43909.	Parks Agency	510.22
8060.000.00.00.43000.	Payroll	195.88
8060.000.00.00.43000.	Payroll	142.66
8060.000.00.00.43000.	Payroll	129.81
8060.000.00.00.43000.	Payroll	184.46
8060.000.00.00.43000.	Payroll	4,314.49
8060.000.00.00.43000.	Payroll	122.79

RESOLUTION NO. R121823A

**A RESOLUTION DETERMINING CERTAIN ACCOUNTS
UNCOLLECTIBLE AND AUTHORIZING THE CITY CONTROLLER
TO VOID THE OUTSTANDING CHECKS IN THESE ACCOUNTS**

WHEREAS, The City of Fishers, (“City”) is an Indiana municipal corporation governed by its duly elected Mayor and City Council (“Council”);

WHEREAS, the Council has the authority and duty to maintain and oversee the fiscal operations of the City and to reconcile the City’s financial and budgetary records;

WHEREAS, from time to time, notwithstanding reasonable efforts, certain customers of the City of Fishers fail to make timely collections on their accounts and their checks remain uncollected;

WHEREAS, pursuant to recommendations from the City Controller of the City of Fishers continuing to pursue the collection of such accounts is deemed unworthy and in order to be consistent with Indiana law and Indiana Department of Local Government Finance (“DLGF”) procedures, must be reconciled pursuant to a resolution adopted by the Council and approved by the Mayor.

NOW, THEREFORE, BE IS RESOLVED by the City of Fishers, Hamilton County, Indiana Common City Council, meeting in regular session as follows:

Section 1. That those certain City accounts identified on Exhibit A “(Receipt)” attached hereto and made a part hereof are hereby deemed uncollectible.

Section 2. The City Controller of the City of Fishers is hereby directed to abandon pursuit of collection of said accounts forthwith and hereby deem as closed.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana this 18th day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823A

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___18th___ day of __December__,2023 at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

____December 18, 2023_____
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey M. Bennett



RESOLUTION NO. R121823A

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UNCOLLECTIBLE AND AUTHORIZING THE CITY CONTROLLER
TO VOID THE OUTSTANDING CHECKS IN THESE ACCOUNTS**

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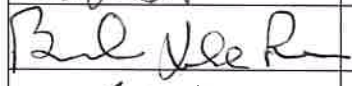
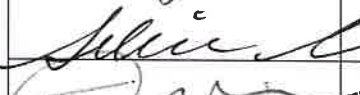
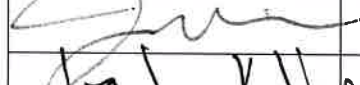
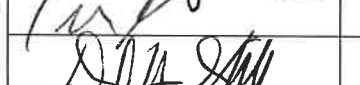
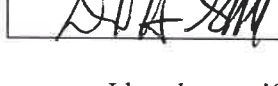
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Section 3. This Resolution shall be in full force and effect upon passage.

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**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823A

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December, 2023 at _____ p.m.

ATTEST:
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

December 18, 2023
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey M. Bennett



City of Fishers

Resolution - Void Outstanding Checks

Exhibit A

Fund:	Amount:
General	72,541.08
Motor Vehicle Highway	490.00
Local Income Tax	70,804.50
Road Impact Fee	1,000.00
Sewer	33,739.94
Stormwater	6,319.02
Parks Agency	11,846.64
Payroll	5,090.09

CHECK NUMBER	CHECK DATE	VENDOR NAME	CHECK TYPE
11613	04/08/2020	Regions Bank	MANUAL
11875	04/17/2020	Regions Bank	MANUAL
12753	06/15/2020	Regions Bank	MANUAL
11613	04/08/2020	Regions Bank	MANUAL
11875	04/17/2020	Regions Bank	MANUAL
12753	06/15/2020	Regions Bank	MANUAL
9535	11/07/2019	First American Title Ins Co Nat'l Commercial Svcs	MANUAL
11614	04/08/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
12754	06/15/2020	Regions Bank	MANUAL
11876	04/17/2020	Regions Bank	MANUAL
12754	06/15/2020	Regions Bank	MANUAL
11878	04/22/2020	State of Indiana	MANUAL
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
18381	05/11/2021	Spencer Martin	PRINTED
21214	10/05/2021	Spencer Martin	PRINTED
21168	10/05/2021	Megan Vukusich	PRINTED
17648	04/13/2021	Antoinette Martin	PRINTED
20083	08/10/2021	PAULA HOLTSCRAW	PRINTED
21725	11/04/2021	RTT Operating Companies Holdco LLC	PRINTED
21725	11/04/2021	RTT Operating Companies Holdco LLC	PRINTED
19836	07/28/2021	L Allen Baird	PRINTED
20508	08/30/2021	Pivot Capital LLC	PRINTED
22488	12/13/2021	Thasi Kusina LLC	PRINTED
16809	02/23/2021	Hoosier Mountain Bike Association Inc	PRINTED
18894	06/15/2021	Brandon Beebe	PRINTED
20091	08/10/2021	Pro-Sound Entertainment, Inc.	PRINTED
21690	11/04/2021	Ashis Baral	PRINTED

22032	11/18/2021	St Vincent Health, Wellness & Preventative Care	PRINTED
21552	11/04/2021	Jason Arnold	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
21138	10/05/2021	Rodney V Hartley	PRINTED
16261	01/26/2021	Garners Family Enterprises, Inc	PRINTED
17268	03/24/2021	Garners Family Enterprises, Inc	PRINTED
2189	01/07/2019	First American Title Ins Co Nat'l Commercial Svcs	MANUAL
22228	12/01/2021	SCSC Properties LLC	PRINTED
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
16737	02/23/2021	Bane-Welker Equipment LLC	PRINTED
11878	04/22/2020	State of Indiana	MANUAL
13039	06/23/2020	State of Indiana	MANUAL
13367	07/16/2020	State of Indiana	MANUAL
14436	09/18/2020	State of Indiana	MANUAL
18661	05/26/2021	Timothy Huser	PRINTED
20799	09/16/2021	David Schwartz	PRINTED
19591	07/13/2021	Concerts for a Cause Inc	PRINTED
6774	06/03/2019	State of Indiana	MANUAL
6775	06/03/2019	State of Indiana	MANUAL
6776	06/03/2019	State of Indiana	MANUAL
6777	06/03/2019	State of Indiana	MANUAL
6778	06/19/2019	State of Indiana	MANUAL
8589	09/12/2019	State of Indiana	MANUAL
9533	11/01/2019	Indiana State Treasurer	MANUAL
9534	11/01/2019	Indiana State Treasurer	MANUAL
10164	12/13/2019	Indiana State Treasurer	MANUAL
10165	12/13/2019	Indiana State Treasurer	MANUAL
11179	03/04/2020	State of Indiana	MANUAL
11180	03/04/2020	State of Indiana	MANUAL
11611	04/08/2020	State of Indiana	MANUAL
12599	06/01/2020	State of Indiana	MANUAL
402212	04/02/2021	Net Salaries - Payroll	MANUAL
928211	09/28/2021	Net Salaries - Payroll	MANUAL
1007212	10/07/2021	Net Salaries - Payroll	MANUAL
4302113	04/30/2021	The Cincinnati Life Ins Co.	MANUAL
611202114	06/11/2021	City Of Fishers Health Fund	MANUAL
171	09/03/2021	Net Salaries - Payroll	MANUAL

FULL ACCOUNT	Fund	AMOUNT
1010.101.11.000.42200.	General	149.34
1010.101.11.000.42200.	General	349.61
1010.101.11.000.42200.	General	68.03
1010.101.11.000.43100.	General	38.99
1010.101.11.000.43100.	General	2,408.64
1010.101.11.000.43100.	General	65.99
1010.101.11.000.44920.	General	15,923.00
1010.101.13.000.42200.	General	65.56
1010.101.13.000.42200.	General	90.29
1010.101.13.000.43100.	General	37.02
1010.101.13.000.43100.	General	37.02
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1010.701.00.000.43100.	General	500.00
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1010.801.85.000.43100.	General	6,355.36
1010.801.85.000.43200.	General	55.00
1010.901.93.000.43100.	General	325.00
1010.901.93.000.43100.	General	757.00
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2570.401.00.000.44920.	Local Income Tax	70,804.50
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6260.101.15.000.43100.	Stormwater	0.00
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6260.901.94.000.43905.	Stormwater	270.00
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8120.701.00.000.43909.	Parks Agency	1,290.21
8120.701.00.000.43909.	Parks Agency	1,305.28
8120.701.00.000.43909.	Parks Agency	1,036.52
8120.701.00.000.43909.	Parks Agency	1,313.00
8120.701.00.000.43909.	Parks Agency	326.29
8120.701.00.000.43909.	Parks Agency	1,373.11
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8120.701.00.000.43909.	Parks Agency	912.79
8120.701.00.000.43909.	Parks Agency	510.22
8060.000.00.00.43000.	Payroll	195.88
8060.000.00.00.43000.	Payroll	142.66
8060.000.00.00.43000.	Payroll	129.81
8060.000.00.00.43000.	Payroll	184.46
8060.000.00.00.43000.	Payroll	4,314.49
8060.000.00.00.43000.	Payroll	122.79



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	A Resolution Determining Certain Accounts Uncollectable and Authorizing the City Controller to Void the Outstanding Checks In These Accounts			
SUBMITTED BY	Name & Title: Lisa Bradford, Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading
	Ordinance #:		Resolution #: R121823A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Annually there remain on the books or records of the City of Fishers various uncollected accounts; in other words checks that were issued by the City of Fishers that never were collected (or cashed/deposited by their respective owner). Although the City makes reasonable efforts to ensure these checks or accounts are collected, there generally remain a few outstanding checks. As such, in order to be consistent with Indiana law and Indiana Department of Local Government Finance (DLGF) procedures, these outstanding checks or funds must be reconciled pursuant to a resolution adopted by the City Council and approved by the Mayor. Therefore, attached is a resolution and exhibit with all outstanding checks that can legally be deemed uncollected and their reconciliation closed at this time. In other words, they are voided out and all remaining funds are retained by the City. The City Controller's Office is requesting that this resolution be approved in order to close out these accounts. The majority of the payments requested to be declared void are electronic payments made when the City transitioned its financial system to Tyler Munis. These electronic payments were made and recorded appropriately as expense in the financial system but due to Tyler Munis and its use of treasury accounts they are still showing as outstanding. This will be an accounting entry that will clean up the treasury funds and cash accounts in Tyler Munis.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	Various
	Additional Appropriation #:	N/A
	Narrative:	These checks were originally written from various funds. The total by individual fund is summarized on Exhibit A.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request.
	2.	Deny this resolution and request.
	3.	Provide alternate direction on this resolution and request.
	4.	
PROJECT TIMELINE	This will be implemented immediately following City Council's authorization of this request and adoption of this resolution.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request and resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A	

RESOLUTION NO. R121823B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS APPROPRIATING PROCEEDS OF SERIES 2023 GENERAL OBLIGATION BONDS

WHEREAS, the Common Council of the City of Fishers, Indiana (the “Council”), being the fiscal body of the City of Fishers, Indiana (the “City”), determined in an ordinance, adopted on November 20, 2023 (the “Ordinance”) to issue the City of Fishers, Indiana General Obligation Bonds, Series 2023 (the “Bonds”), in an original aggregate principal amount not to exceed Eleven Million Eight Hundred Thousand Dollars (\$11,800,000), for the purpose of procuring funds to pay for the costs of all or any portion of (i) the construction of improvements to and repair of roads and neighborhood streets, all in the City, (ii) the construction of certain sewer and water infrastructure improvements, (iii) the construction of certain trail improvements, (iv) the acquisition of certain public safety and other equipment, including vehicles, for the use of the City (collectively, the “Projects”), and (v) the costs of selling and issuing the Bonds; and

WHEREAS, the Council has found that there are no funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Projects and has heretofore authorized the issuance of the Bonds to procure such funds and that an extraordinary emergency exists for the making of the additional appropriation hereafter set out; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication and posting as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF CITY OF FISHERS, INDIANA, as follows:

Section 1. There is hereby appropriated a sum not to exceed Eleven Million Eight Hundred Thousand Dollars (\$11,800,000) out of the proceeds of the Bonds, together with all investment earnings thereon, for the use by the City in paying the costs of the Projects, and the costs of issuing the Bonds, as provided in the Ordinance. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the payment of the costs of the completion of the Projects. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 2. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

ALL OF WHICH IS SO RESOLVED by the Common Council of the City of Fishers, Indiana, this _18th_ day of __December__, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823B

YAY

NAY

ABSTAIN

	John Weingardt President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the __18th__ day of __December__ 2023, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

December 18, 2023
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204

"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."

/s/ Richard J. Hall
(Name)



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Appropriating Proceeds of Series 2023 General Obligation Bonds			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	Resolution appropriates the proceeds of the City's Series 2023 General Obligation Bonds authorized for (i) the construction of improvements to and repair of roads and neighborhood streets, all in the City, (ii) the construction of certain sewer and water infrastructure improvements, (iii) the construction of certain trail improvements, (iv) the acquisition of certain public safety and other equipment, including vehicles, for the use of the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	\$11,800,000
	Source of Funds:	Bond Proceeds
	Additional Appropriation #:	
	Narrative:	No funds other than bond proceeds appropriated.
OPTIONS (Include Deny Approval Option)	1.	Adopt Resolution
	2.	Deny Resolution
	3.	Table Resolution
	4.	
PROJECT TIMELINE	The 2023 Bonds will be issued by December 31, 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the Resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution	

RESOLUTION NO. R121823B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS APPROPRIATING PROCEEDS OF SERIES 2023 GENERAL OBLIGATION BONDS

WHEREAS, the Common Council of the City of Fishers, Indiana (the “Council”), being the fiscal body of the City of Fishers, Indiana (the “City”), determined in an ordinance, adopted on November 20, 2023 (the “Ordinance”) to issue the City of Fishers, Indiana General Obligation Bonds, Series 2023 (the “Bonds”), in an original aggregate principal amount not to exceed Eleven Million Eight Hundred Thousand Dollars (\$11,800,000), for the purpose of procuring funds to pay for the costs of all or any portion of (i) the construction of improvements to and repair of roads and neighborhood streets, all in the City, (ii) the construction of certain sewer and water infrastructure improvements, (iii) the construction of certain trail improvements, (iv) the acquisition of certain public safety and other equipment, including vehicles, for the use of the City (collectively, the “Projects”), and (v) the costs of selling and issuing the Bonds; and

WHEREAS, the Council has found that there are no funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Projects and has heretofore authorized the issuance of the Bonds to procure such funds and that an extraordinary emergency exists for the making of the additional appropriation hereafter set out; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication and posting as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF CITY OF FISHERS, INDIANA, as follows:

Section 1. There is hereby appropriated a sum not to exceed Eleven Million Eight Hundred Thousand Dollars (\$11,800,000) out of the proceeds of the Bonds, together with all investment earnings thereon, for the use by the City in paying the costs of the Projects, and the costs of issuing the Bonds, as provided in the Ordinance. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the payment of the costs of the completion of the Projects. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 2. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

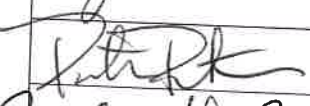
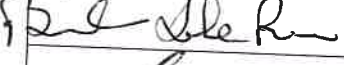
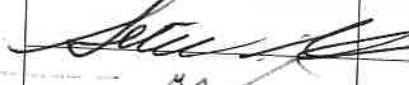
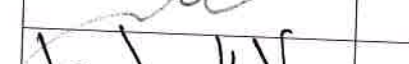
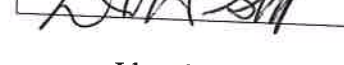
ALL OF WHICH IS SO RESOLVED by the Common Council of the City of Fishers, Indiana,
this 18th day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823B

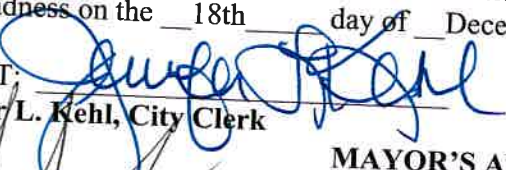
NAY

ABSTAIN

	John Weingardt President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 18th day of December 2023, at _____ m.

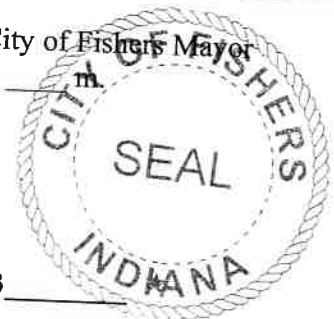
ATTEST:


Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

December 18, 2023
DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204

"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."
/s/ Richard J. Hall
(Name)



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Appropriating Proceeds of Series 2023 General Obligation Bonds			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	Resolution appropriates the proceeds of the City's Series 2023 General Obligation Bonds authorized for (i) the construction of improvements to and repair of roads and neighborhood streets, all in the City, (ii) the construction of certain sewer and water infrastructure improvements, (iii) the construction of certain trail improvements, (iv) the acquisition of certain public safety and other equipment, including vehicles, for the use of the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	\$11,800,000
	Source of Funds:	Bond Proceeds
	Additional Appropriation #:	
	Narrative:	No funds other than bond proceeds appropriated.
OPTIONS (Include Deny Approval Option)	1.	Adopt Resolution
	2.	Deny Resolution
	3.	Table Resolution
	4.	
PROJECT TIMELINE	The 2023 Bonds will be issued by December 31, 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of the Resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution	



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment To Project Agreement (OnPoint)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	OnPoint Innovation Park 3, LLC, the City and the City of Fishers Redevelopment Commission, previously entered into a certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the "Agreement") of the Parties. The Agreement required the "Closing Date" to occur by or before December 31, 2023, and the City, Commission and Developer desire to extend the date by which Closing must occur to June 1, 2024. The First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City or Commission.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Not an additional budget item
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the First Amendment.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823C

**RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(ONPOINT)**

WHEREAS, OnPoint Innovation Park 3, LLC, an Indiana limited liability company ("Developer"), is a sister company to Mayer Najem Construction, a Fishers-based construction company that has developed and constructed healthcare and other facilities throughout Indiana and in several other states;

WHEREAS, previously, Developer, the City of Fishers, Hamilton County, Indiana ("City") and the City of Fishers Redevelopment Commission (the "Commission"), entered into a certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the "Agreement") of the Parties;

WHEREAS, the Agreement required the "Closing Date" to occur by or before December 31, 2023;

WHEREAS, the City, Commission and Developer desire to extend the date by which Closing must occur to June 1, 2024 pursuant to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "First Amendment");

WHEREAS, the First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City or Commission.

WHEREAS, capitalized words used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, meeting in regular session as follows:

Section 1. The City Council hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The Mayor is hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _18th___ day of December, 2023.

R121823C

ABSTAIN

FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (“First Amendment”) is executed as of the ____ day of December, 2023, by and among OnPoint Innovation Park 3, LLC an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“Commission” and together with the Developer and City, the “Parties”, or each a “Party”), on the following terms and conditions:

Recitals

WHEREAS, on or about May 15, 2023, the Developer, City and Commission entered into that certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the “Agreement”) of the Parties;

WHEREAS, the Agreement required the “Closing Date” to occur by or before December 31, 2023;

WHEREAS, the Parties now desire to extend the date by which Closing must occur;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The definition of “Closing Date” included in Section 3 of the Agreement shall be replaced in full as follows:

“**Closing Date** shall mean the date on which the City transfers and conveys the Site to Developer, which Date shall not be later than June 1, 2024, except that the Closing Date shall be

extended day for day for each day that Developer demonstrates it is unable to complete its inspections of the Site because of trailers and other large equipment located on the Site.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Developer, the City and Commission with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

[signatures included on following pages]

IN WITNESS WHEREOF, City, the Commission and Developer have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“COMMISSION”

**FISHERS REDEVELOPMENT
COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“DEVELOPER”

ONPOINT INNOVATION, LLC

By: _____

Its: _____

[separately provided]

RESOLUTION NO. R121823C

**RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(ONPOINT)**

WHEREAS, OnPoint Innovation Park 3, LLC, an Indiana limited liability company ("Developer"), is a sister company to Mayer Najem Construction, a Fishers-based construction company that has developed and constructed healthcare and other facilities throughout Indiana and in several other states;

WHEREAS, previously, Developer, the City of Fishers, Hamilton County, Indiana ("City") and the City of Fishers Redevelopment Commission (the "Commission"), entered into a certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the "Agreement") of the Parties;

WHEREAS, the Agreement required the "Closing Date" to occur by or before December 31, 2023;

WHEREAS, the City, Commission and Developer desire to extend the date by which Closing must occur to June 1, 2024 pursuant to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "First Amendment");

WHEREAS, the First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City or Commission.

WHEREAS, capitalized words used but not defined herein are used with the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, meeting in regular session as follows:

Section 1. The City Council hereby approves a first amendment substantially similar to the First Amendment.

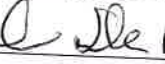
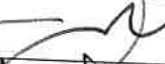
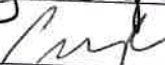
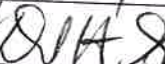
Section 2. The Mayor is hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

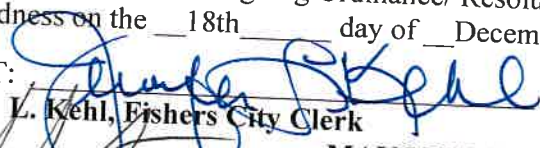
ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _18th___ day of December, 2023.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

R121823C

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 18th day of December, 2023 at _____ p.

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

December 18, 2023

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive,
Fishers, Indiana, 46038.

"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." Lindsey Bennett



FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (“First Amendment”) is executed as of the ____ day of December, 2023, by and among OnPoint Innovation Park 3, LLC an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“Commission” and together with the Developer and City, the “Parties”, or each a “Party”), on the following terms and conditions:

Recitals

WHEREAS, on or about May 15, 2023, the Developer, City and Commission entered into that certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the “Agreement”) of the Parties;

WHEREAS, the Agreement required the “Closing Date” to occur by or before December 31, 2023;

WHEREAS, the Parties now desire to extend the date by which Closing must occur;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The definition of “Closing Date” included in Section 3 of the Agreement shall be replaced in full as follows:

“**Closing Date** shall mean the date on which the City transfers and conveys the Site to Developer, which Date shall not be later than June 1, 2024, except that the Closing Date shall be

extended day for day for each day that Developer demonstrates it is unable to complete its inspections of the Site because of trailers and other large equipment located on the Site.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Developer, the City and Commission with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

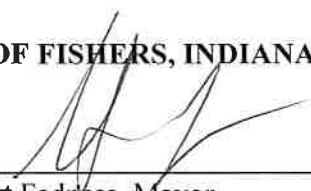
[signatures included on following pages]

R121823C

IN WITNESS WHEREOF, City, the Commission and Developer have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: 

Scott Fadness, Mayor

“COMMISSION”

**FISHERS REDEVELOPMENT
COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“DEVELOPER”

ONPOINT INNOVATION, LLC

By: _____

Its: _____

[separately provided]



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment To Project Agreement (OnPoint)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	OnPoint Innovation Park 3, LLC, the City and the City of Fishers Redevelopment Commission, previously entered into a certain Project Agreement pursuant to which Developer agreed to invest not less than Fifteen Million and no/100 Dollars (\$15,000,000.00) developing and constructing a Class-A, industrial building and commercial office building of approximately one hundred thousand square feet (100,000) within the Fishers Life Sciences Park, if the City and Commission provided certain incentives specifically described in the Project Agreement, among other rights and obligations (the "Agreement") of the Parties. The Agreement required the "Closing Date" to occur by or before December 31, 2023, and the City, Commission and Developer desire to extend the date by which Closing must occur to June 1, 2024. The First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City or Commission.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Not an additional budget item
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the First Amendment.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823D

**RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(SOUTH STREET)**

WHEREAS, Rebar South Street, LLC, an Indiana limited liability company (“Developer”), Rebar South Street, Inc., an Indiana corporation (“Owner” and together with the Developer, the “Company”), and the City Bodies are parties to that certain June 19, 2023 Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such project agreement (the “Agreement”);

WHEREAS, the Agreement defines the “Outside Closing Date” for Closing on the Project as December 1, 2023;

WHEREAS, the City Bodies and Company desire to extend the Outside Closing Date, effective as of November 30, 2023, to March 31, 2024 pursuant to an amendment substantially similar to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “First Amendment”);

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City; and

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, meeting in regular session as follows:

Section 1. The City Council hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The Mayor is hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _18th_ day of December, 2023.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

R121823D

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 18th day of December, 2023 at _____ pm.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____**Decemebr 18, 2023**_____

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive,
Fishers, Indiana, 46038

"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." Lindsey Bennett"



FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (the “First Amendment”) is executed as of the ____ day of December, 2023, by and among Rebar South Street, LLC, an Indiana limited liability company (“Developer”), Rebar South Street, Inc., an Indiana corporation (“Owner” and together with the Developer, the “Company”), the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “RDC”), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the “Building Corp.”), on the following terms and conditions:

Recitals

WHEREAS, Company and the City Bodies are parties to that certain _____, 2023 Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such project agreement (the “Agreement”);

WHEREAS, the Agreement defined the “Outside Closing Date” for Closing on the Project as December 1, 2023;

WHEREAS, the City Bodies and Company desire to extend, effective as of November 30, 2023, the Outside Closing Date;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The definition of “Outside Closing Date” included in Section 1, **Defined Terms** of the Agreement shall be replaced in full as follows:

“Outside Closing Date shall mean March 31, 2024.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Company and the City Bodies with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

[signatures included on following pages]

IN WITNESS WHEREOF, the City, EDC, RDC, Building Corp. and Company have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“EDC”

**CITY OF FISHERS ECONOMIC DEVELOPMENT
COMMISSION**

By: _____

“RDC”

**FISHERS REDEVELOPMENT
COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“BUILDING CORP.”

**FISHERS TOWN HALL BUILDING
CORPORATION**

By: _____

Its: _____

“OWNER”
REBAR SOUTH STREET, INC.

By: _____
Shelby M. Bowen, President

“DEVELOPER”
REBAR SOUTH STREET, LLC

By: _____
Shelby M. Bowen, Manager



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment to Project Agreement (District South)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Rebar South Street, LLC and Rebar South Street, Inc. (jointly, "Company"), are sister companies of Rebar Development, a real estate development company headquartered in the City's Nickel Plate District. Company and the City Bodies are parties to that certain Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such agreement (the "Agreement"); The Agreement defined the "Outside Closing Date" for Closing on the Project as December 1, 2023, and the City Bodies and Company now desire to extend the Outside Closing Date to March 31, 2024 pursuant to the subject Resolution. The Agreement otherwise remains unchanged.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Closing by or before March 31, 2024 with construction soon thereafter	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Project Agreement	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823D

**RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(SOUTH STREET)**

WHEREAS, Rebar South Street, LLC, an Indiana limited liability company (“Developer”), Rebar South Street, Inc., an Indiana corporation (“Owner” and together with the Developer, the “Company”), and the City Bodies are parties to that certain June 19, 2023 Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such project agreement (the “Agreement”);

WHEREAS, the Agreement defines the “Outside Closing Date” for Closing on the Project as December 1, 2023;

WHEREAS, the City Bodies and Company desire to extend the Outside Closing Date, effective as of November 30, 2023, to March 31, 2024 pursuant to an amendment substantially similar to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “First Amendment”);

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City; and

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, meeting in regular session as follows:

Section 1. The City Council hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The Mayor is hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

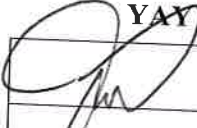
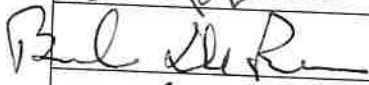
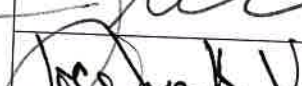
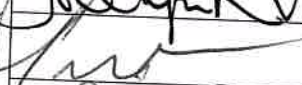
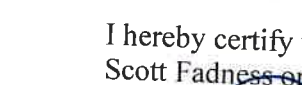
ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _18th_ day of December, 2023.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

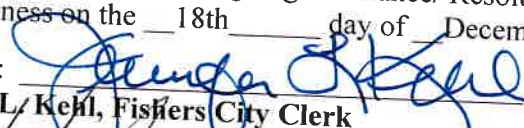
R121823D

NAY

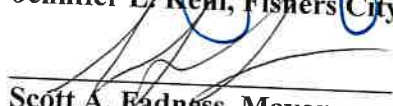
ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 18th day of December, 2023 at _____

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

Decemeb 18, 2023

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE



This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive,
Fishers, Indiana, 46038

"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." Lindsey Bennett

FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (the “First Amendment”) is executed as of the ____ day of December, 2023, by and among Rebar South Street, LLC, an Indiana limited liability company (“Developer”), Rebar South Street, Inc., an Indiana corporation (“Owner” and together with the Developer, the “Company”), the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “RDC”), and the Fishers Town Hall Building Corporation, an Indiana nonprofit corporation (the “Building Corp.”), on the following terms and conditions:

Recitals

WHEREAS, Company and the City Bodies are parties to that certain _____, 2023 Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such project agreement (the “Agreement”);

WHEREAS, the Agreement defined the “Outside Closing Date” for Closing on the Project as December 1, 2023;

WHEREAS, the City Bodies and Company desire to extend, effective as of November 30, 2023, the Outside Closing Date;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The definition of “Outside Closing Date” included in Section 1, **Defined Terms** of the Agreement shall be replaced in full as follows:

“Outside Closing Date shall mean March 31, 2024.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of the Company and the City Bodies with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

[signatures included on following pages]

R121823D

IN WITNESS WHEREOF, the City, EDC, RDC, Building Corp. and Company have executed this Project Agreement as of the day and year first written above.

"CITY"

CITY OF FISHERS, INDIANA

By: _____

Scott Fadness, Mayor

“EDC”

**CITY OF FISHERS ECONOMIC DEVELOPMENT
COMMISSION**

By: _____

“RDC”

**FISHERS REDEVELOPMENT
COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“BUILDING CORP.”

**FISHERS TOWN HALL BUILDING
CORPORATION**

By: _____

Its: _____

“OWNER”
REBAR SOUTH STREET, INC.

By: _____
Shelby M. Bowen, President

“DEVELOPER”
REBAR SOUTH STREET, LLC

By: _____
Shelby M. Bowen, Manager



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment to Project Agreement (District South)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Rebar South Street, LLC and Rebar South Street, Inc. (jointly, "Company"), are sister companies of Rebar Development, a real estate development company headquartered in the City's Nickel Plate District. Company and the City Bodies are parties to that certain Project Agreement pursuant to which Company agreed to complete (a) development and construction of five (5) multi-use buildings that are each three (3) stories or four (4) stories tall and collectively include (i) eighty-two (82) multi-family units, (ii) approximately 8,244 sq. ft. of small business units, and (iii) 20,516 sq. ft. of additional commercial office space; and (b) invest approximately Twenty-Three Million and no/100 Dollars (\$23,000,000.00) in the City, if the City Bodies provided certain incentives, among other rights and obligations of the Company and City Bodies included in such agreement (the "Agreement"); The Agreement defined the "Outside Closing Date" for Closing on the Project as December 1, 2023, and the City Bodies and Company now desire to extend the Outside Closing Date to March 31, 2024 pursuant to the subject Resolution. The Agreement otherwise remains unchanged.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Closing by or before March 31, 2024 with construction soon thereafter	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Project Agreement	
SUPPLEMENTAL INFORMATION (List all attached documents)		

FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (this “First Amendment”) is executed as of the ____ day of _____, 2023, by and among The Village Holding Group, LLC, an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC” and together with Developer, City and EDC, the “Parties”), on the following terms and conditions:

Recitals

WHEREAS, on or about June 1, 2023, the Parties entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer’s development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the “Agreement”);

WHEREAS, since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City Bodies agree as follows:

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Term “Outside Closing Date” as defined in Section 1 “Defined Terms” of the Agreement shall be replaced in full as follows:

“Outside Closing Date shall mean June 30, 2024.”

2. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Developer and City Bodies with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of

any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the City, EDC, RDC and Developer have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“EDC”

CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION

By: _____

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“DEVELOPER”

The Villages Holding Group, LLC

By: _____

Its: _____



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment To Project Agreement			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Previously, The Village Holding Group, City, City of Fishers Economic Development Commission and the City of Fishers Redevelopment Commission, entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer's development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the "Agreement").	
	Since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension pursuant to the First Amendment to Project Agreement that is the subject of this resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	The First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City.	
	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
OPTIONS (Include Deny Approval Option)	Narrative:	
	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Extends the Outside Closing Date to June 30, 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the First Amendment	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823E

RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT

WHEREAS, on or about _____, The Village Holding Group, LLC, an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC” and together with Developer, City and EDC, the “Parties”), entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer’s development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the “Agreement”);

WHEREAS, since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension pursuant to the First Amendment to Project Agreement attached hereto and incorporated herein as Exhibit A (the “First Amendment”);

WHEREAS, the First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City; and

WHEREAS, capitalized words used but not defined herein are used with the meaning ascribed to such terms in the Agreement or First Amendment, as applicable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. A first amendment to project agreement substantially similar to the First Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute a first amendment in substantially similar form to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana this _18th_ day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Todd Zimmerman President		
	John Weingardt Vice President		
	Cecilia C. Coble, Member		
	Brad DeReamer, Member		
	David Giffel, Member		
	Crystal Neumann, Member		
	Pete Peterson, Member		
	Selina Stoller, Member		
	Jocelyn Vare, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett

RESOLUTION NO. R121823E

RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT

WHEREAS, on or about _____, The Village Holding Group, LLC, an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC” and together with Developer, City and EDC, the “Parties”), entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer’s development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the “Agreement”);

WHEREAS, since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension pursuant to the First Amendment to Project Agreement attached hereto and incorporated herein as Exhibit A (the “First Amendment”);

WHEREAS, the First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City; and

WHEREAS, capitalized words used but not defined herein are used with the meaning ascribed to such terms in the Agreement or First Amendment, as applicable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. A first amendment to project agreement substantially similar to the First Amendment is hereby approved.

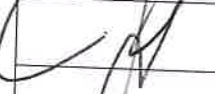
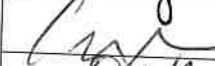
Section 2. The Mayor is hereby authorized to execute a first amendment in substantially similar form to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana this _18th_ day of December, 2023.

YAY

R121823E

		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

ATTEST:
Jennifer L. Kehl, Fishers City Clerk

December 18, 2023
DATE

Scott A. Fadness, Mayor

DATE _____

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038
 "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." Lindsey Bennett

FIRST AMENDMENT TO PROJECT AGREEMENT

This First Amendment to Project Agreement (this “First Amendment”) is executed as of the ____ day of _____, 2023, by and among The Village Holding Group, LLC, an Indiana limited liability company (“Developer”), the City of Fishers, Indiana, an Indiana municipal corporation (“City”), the City of Fishers Economic Development Commission, the Economic Development Authority for the City of Fishers (the “EDC”), and the City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC” and together with Developer, City and EDC, the “Parties”), on the following terms and conditions:

Recitals

WHEREAS, on or about June 1, 2023, the Parties entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer’s development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the “Agreement”);

WHEREAS, since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City Bodies agree as follows:

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Term “Outside Closing Date” as defined in Section 1 “Defined Terms” of the Agreement shall be replaced in full as follows:

“Outside Closing Date shall mean June 30, 2024.”

2. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Developer and City Bodies with respect to the Project and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of

any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

R121823E

IN WITNESS WHEREOF, the City, EDC, RDC and Developer have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____

Scott Fadness, Mayor

“EDC”

CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION

By: _____

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Damon Grothe, President

ATTEST:

By: _____
Brad Johnson, Secretary

“DEVELOPER”

The Villages Holding Group, LLC

By: _____

Its: _____



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving First Amendment To Project Agreement			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Previously, The Village Holding Group, City, City of Fishers Economic Development Commission and the City of Fishers Redevelopment Commission, entered into that certain Project Agreement that, among other rights and obligations, governs (a) Developer's development and construction of a multi-family, townhome and condominium development on the Project Site, and (b) the City providing certain economic development incentives to assist with the Project (the "Agreement").	
	Since entering into the Agreement, Developer has requested to extend the Outside Closing Date for the Project, and the City has agreed to the requested extension pursuant to the First Amendment to Project Agreement that is the subject of this resolution.	
	The First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Extends the Outside Closing Date to June 30, 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the First Amendment	
SUPPLEMENTAL INFORMATION (List all attached documents)		

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is executed as of the 12th day of December 2023, by and between One Lambda, Inc., a California corporation duly registered with the Office of the Indiana Secretary of State d/b/a One Lambda Laboratories ("Thermo Fisher") and the City of Fishers, Indiana, an Indiana municipal corporation ("City" and together with Thermo Fisher, the "Parties"), on the following terms and conditions:

RECITALS

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly city where City residents live, work and play (the "Master Development Plan");

WHEREAS, as the City continues to fulfill its Master Development Plan, the City has induced a plethora of advanced technology, biopharmaceutical and research entities to locate within the City;

WHEREAS, Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments, if the City will authorize the Abatement; and

WHEREAS, the City desires to induce Thermo Fisher to satisfy the Thermo Fisher Commitments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by the Laws (as defined in Article III herein), to take such actions, including the execution and delivery of such documents,

instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.

ARTICLE III. THERMO FISHER'S COMMITMENTS

In consideration and as a material inducement for the City authorizing the Abatement, Thermo Fisher shall perform or cause to be performed the following:

- A. Lease and occupy at least fifteen thousand square feet (15,000 sq. ft.) of space at property generally known as at 10300 Kincaid Drive, Fishers, Indiana 46037 (the "Site");
- B. Invest not less than Twenty Million and no/100 Dollars (\$20,000,000.00) in personal property to be located and used at the Site by January 1, 2026, of which Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00) of personal property shall be purchased and located at the Site by or before January 1, 2026.
- C. By or before January 1, 2026, hire and employ an additional twenty-five (25) FTEs at an average, annual salary of Sixty-Five Thousand and no/100 Dollars (\$65,000.00); and
- D. Strictly comply with all terms and provisions of this Agreement and the Laws.

(collectively, the "Thermo Fisher Commitments"). The term "Laws" as used herein shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

ARTICLE IV. THE CITY'S OBLIGATION

In consideration and as a material inducement for Thermo Fisher satisfying in full the Thermo Fisher Commitments, the City, following all procedures required by the Laws, shall establish the Site as an economic revitalization area pursuant to Ind. Code § 6-1.1-12.1 *et. seq.* ("ERA") and authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site by or before January 1, 2026 (the "Abatement").

ARTICLE V. COMPLIANCE INFORMATION

Section 5.01. Compliance/CF-1 for Personal Property. By or before April 1st of each year of the Abatement Term, Thermo Fisher shall file its Compliance With Statement Of Benefits – Personal Property, State Form 51765 (the "CF-1") with the City's Economic Development Director (currently, Megan Baumgartner) and the Hamilton County Auditor showing the extent to which there has been compliance with the Thermo Fisher Commitments. For purposes of this Agreement, "Abatement Term" shall mean a period of time commencing in the first year in which Thermo Fishers claims the benefit of the Abatement and terminating on the earlier of (a) fifteen (15) years thereafter; or (b) January 1, 2041.

Section 5.02. Additional Compliance Information. Further, during the Abatement, the City may request information from Thermo Fisher concerning its fulfillment of the Thermo Fisher Commitments (individually or collectively, "Additional Compliance Information"), and Thermo Fisher shall provide such Additional Compliance Information within seven (7) business days of such request.

ARTICLE VI. ABATEMENT TERMINATION AND REIMBURSEMENT

Section 6.01. Abatement Termination. Thermo Fisher specifically agrees that if it (i) has not or cannot reasonably satisfy any of the Thermo Fisher Commitments, or (ii) has not complied with its Statement of Benefits, the City may terminate the Abatement (or Thermo Fisher's right to it); provided, however, if the City terminates the Abatement based on subsections (i), the City shall provide notice and in such notice specifically state the information on which it is relying to terminate the Abatement. It shall be a violation of this Agreement for City to terminate the Abatement based on subsection (i) without substantial, compelling evidence that Thermo Fisher cannot satisfy one of the Thermo Fisher Commitments.

Section 6.02. Reimbursement. Thermo Fisher further acknowledges and agrees that fulfilling the Thermo Fisher Commitments is a material inducement and consideration for the City's establishing the ERA and approving the Abatement. If Thermo Fisher fails to continuously satisfy the Thermo Fisher Commitments throughout the Abatement Term, the City shall be entitled to reimbursement for any year during which Thermo Fisher was not continuously compliant (whether determined by the City as a result of a CF-1 or Additional Compliance Information) in an amount calculated as follows: percentage of failure to comply x the total benefit received as a result of the Abatement during the year of non-compliance ("Reimbursement Amount"). For example, and without limitation, if, in 2028, Thermo Fisher employs forty (40) FTEs from the Site and Thermo Fisher has received a benefit from the Abatement in the amount of Thirty Thousand and no/Dollars (\$30,000.00) during 2028, the City is entitled to reimbursement in an amount equal to the product of the following: $(100\% - (40/50)) \times \$30,000.00 = \$6,000.00$.

If the City allows the Abatement to continue despite Thermo Fisher's failure to fully and continuously complying with the Thermo Fisher Commitments, (a) it shall not be considered a waiver of the City's right to seek the Reimbursement Amount; (b) the City shall be entitled to the Reimbursement Amount; and (c) the City shall provide (i) notice of its intent to seek the Reimbursement Amount; and (ii) Thermo Fisher the opportunity to meet with the City within fifteen (15) days of such notice.

Notwithstanding the foregoing or anything contained herein to the contrary, the City shall not seek to recover, and Thermo Fisher shall not be liable for any Reimbursement Amount for a year during which Thermo Fisher was determined to be continuously compliant with the Thermo Fisher Commitments. For example, and without limitation, if Thermo Fisher is determined compliant for Years 1-3 of the Abatement; Thermo Fisher is not compliant in Year 4, and the City allows the Abatement to continue; and Thermo Fisher does not comply with the Thermo Fisher Commitments and the City terminates the abatement in Year 5, Thermo Fisher shall be liable for the Reimbursement Amount for Years 4 and 5, only.

After providing the Reimbursement Notice and, if requested, meeting with Thermo Fisher, if the City seeks the Reimbursement Amount pursuant to this Section 6.02, the City may submit an invoice to Thermo Fisher for any Reimbursement Amount ("Reimbursement Notice"), and within thirty (30) days of submitting the Reimbursement Notice, Thermo Fisher shall pay the Reimbursement Amount. If not paid in full by the date owed, the Reimbursement Amount shall bear interest from the Due Date to the date of payment at the prime rate of interest, as reported in the Wall Street Journal, plus five percent (5%) per annum. The City shall further be entitled to its reasonable attorneys' fees and other costs incurred collecting the Reimbursement Amount. Thermo Fisher's obligation to repay the City pursuant this Section 6.02 shall survive termination of this Agreement.

ARTICLE VII. GENERAL PROVISIONS

Section 7.01. No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies included herein are not exclusive and shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 7.02. Assignment. No Party hereto shall assign this Agreement without the prior written approval of the other Party.

Section 7.03. Notice. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Jennifer Messer (via email, only) at jennifermesserlaw@gmail.com; and to Thermo Fisher at 168 Third Avenue, Waltham, MA 02451 Attn.: SDG Legal Counsel, with a copy (via email only) to maryann.kirby@thermofisher.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 7.04. Authority. Each undersigned person executing this Agreement on behalf of City and Thermo Fisher represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City and Thermo Fisher, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by City and Thermo Fisher, respectively; provided, however, City's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which City agree to undertake with diligence and in good faith.

Section 7.05. Drug-Free Workplace and Non-Discrimination. Thermo Fisher agrees to comply with the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. Thermo Fisher shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Thermo Fisher agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Thermo Fisher will state, in all solicitations or advertisements for employees placed by or on behalf of Thermo Fisher, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Section 7.06. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, if Thermo Fisher employs any employees, Thermo Fisher covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Thermo Fisher shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens.

Section 7.07. Execution of Agreement. Upon City's approval and execution of this Agreement, the City shall provide the executed Agreement to Thermo Fisher (the "City-Executed Agreement"). Within ten (10) days of Thermo Fisher's receipt of the City-Executed Agreement, Thermo Fisher shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 7.07 shall terminate and automatically revoke any offer made by City herein, and shall, without further action of any of City, nullify and render of no force or effect City's approval of this Agreement.

Section 7.08. Miscellaneous. Subject to Section 7.02, this Agreement shall inure to the benefit of, and be binding upon, the City and Thermo Fisher, and each of their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Thermo Fisher waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Thermo Fisher may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City and Thermo Fisher. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the City and Thermo Fisher or their successors in

interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, City and Thermo Fisher have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

"THERMO FISHER"

By: James E. Bruni
James E. Bruni
(Printed Name)

Its: ASSISTANT SECRETARY
(Title)



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving Economic Development Agreement (Thermo Fisher)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		X Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies.	
	Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 <i>et. seq.</i>) purchased by Thermo Fishers and located at the Site by or before January 1, 2026.	
	The City desires to incentivize Thermo Fishers to complete the Thermo Fishers Commitments by providing the Abatement all pursuant to the Economic Development Agreement that is the subject of this Resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,950,000.00
	Expenditure \$:	None
	Source of Funds:	Personal Property Abatement
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the EDA	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823F

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT
(THERMO FISHER)**

WHEREAS, One Lambda, Inc.’s, a California corporation duly registered with the Office of the Indiana Secretary of State (Thermo Fisher), mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client’s laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments, if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site by or before January 1, 2026;

WHEREAS, the City desires to incentivize Thermo Fishers to complete the Thermo Fishers Commitments by providing the Abatement all pursuant to the Economic Development Agreement attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the EDA.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. The Council hereby approves the EDA.

Section 2. This Mayor is hereby authorized to execute the EDA.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this _18th_ day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823F

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _18th_ day of ___December___,2023 at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

December 18, 2023
DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett

RESOLUTION NO. R121823F

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT
(THERMO FISHER)**

WHEREAS, One Lambda, Inc.’s, a California corporation duly registered with the Office of the Indiana Secretary of State (Thermo Fisher), mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client’s laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments, if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site by or before January 1, 2026;

WHEREAS, the City desires to incentivize Thermo Fishers to complete the Thermo Fishers Commitments by providing the Abatement all pursuant to the Economic Development Agreement attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the EDA.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. The Council hereby approves the EDA.

Section 2. This Mayor is hereby authorized to execute the EDA.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this _18th_ day of December, 2023.

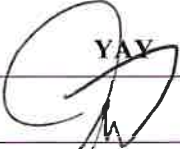
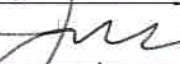
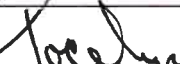
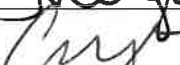
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823F

YAY

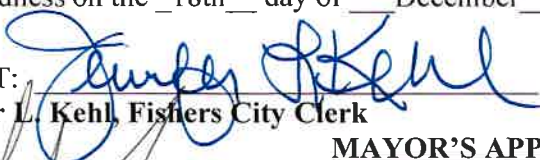
NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December, 2023 at _____ p.m.

ATTEST:


Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

December 18, 2023
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett



ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is executed as of the 12th day of December 2023, by and between One Lambda, Inc., a California corporation duly registered with the Office of the Indiana Secretary of State d/b/a One Lambda Laboratories ("Thermo Fisher") and the City of Fishers, Indiana, an Indiana municipal corporation ("City" and together with Thermo Fisher, the "Parties"), on the following terms and conditions:

RECITALS

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly city where City residents live, work and play (the "Master Development Plan");

WHEREAS, as the City continues to fulfill its Master Development Plan, the City has induced a plethora of advanced technology, biopharmaceutical and research entities to locate within the City;

WHEREAS, Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments, if the City will authorize the Abatement; and

WHEREAS, the City desires to induce Thermo Fisher to satisfy the Thermo Fisher Commitments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by the Laws (as defined in Article III herein), to take such actions, including the execution and delivery of such documents,

instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.

ARTICLE III. THERMO FISHER'S COMMITMENTS

In consideration and as a material inducement for the City authorizing the Abatement, Thermo Fisher shall perform or cause to be performed the following:

- A. Lease and occupy at least fifteen thousand square feet (15,000 sq. ft.) of space at property generally known as at 10300 Kincaid Drive, Fishers, Indiana 46037 (the "Site");
- B. Invest not less than Twenty Million and no/100 Dollars (\$20,000,000.00) in personal property to be located and used at the Site by January 1, 2026, of which Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00) of personal property shall be purchased and located at the Site by or before January 1, 2026.
- C. By or before January 1, 2026, hire and employ an additional twenty-five (25) FTEs at an average, annual salary of Sixty-Five Thousand and no/100 Dollars (\$65,000.00); and
- D. Strictly comply with all terms and provisions of this Agreement and the Laws.

(collectively, the "Thermo Fisher Commitments"). The term "Laws" as used herein shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

ARTICLE IV. THE CITY'S OBLIGATION

In consideration and as a material inducement for Thermo Fisher satisfying in full the Thermo Fisher Commitments, the City, following all procedures required by the Laws, shall establish the Site as an economic revitalization area pursuant to Ind. Code § 6-1.1-12.1 *et. seq.* ("ERA") and authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site by or before January 1, 2026 (the "Abatement").

ARTICLE V. COMPLIANCE INFORMATION

Section 5.01. Compliance/CF-1 for Personal Property. By or before April 1st of each year of the Abatement Term, Thermo Fisher shall file its Compliance With Statement Of Benefits – Personal Property, State Form 51765 (the "CF-1") with the City's Economic Development Director (currently, Megan Baumgartner) and the Hamilton County Auditor showing the extent to which there has been compliance with the Thermo Fisher Commitments. For purposes of this Agreement, "Abatement Term" shall mean a period of time commencing in the first year in which Thermo Fishers claims the benefit of the Abatement and terminating on the earlier of (a) fifteen (15) years thereafter; or (b) January 1, 2041.

Section 5.02. Additional Compliance Information. Further, during the Abatement, the City may request information from Thermo Fisher concerning its fulfillment of the Thermo Fisher Commitments (individually or collectively, "Additional Compliance Information"), and Thermo Fisher shall provide such Additional Compliance Information within seven (7) business days of such request.

ARTICLE VI. ABATEMENT TERMINATION AND REIMBURSEMENT

Section 6.01. Abatement Termination. Thermo Fisher specifically agrees that if it (i) has not or cannot reasonably satisfy any of the Thermo Fisher Commitments, or (ii) has not complied with its Statement of Benefits, the City may terminate the Abatement (or Thermo Fisher's right to it): provided, however, if the City terminates the Abatement based on subsections (i), the City shall provide notice and in such notice specifically state the information on which it is relying to terminate the Abatement. It shall be a violation of this Agreement for City to terminate the Abatement based on subsection (i) without substantial, compelling evidence that Thermo Fisher cannot satisfy one of the Thermo Fisher Commitments.

Section 6.02. Reimbursement. Thermo Fisher further acknowledges and agrees that fulfilling the Thermo Fisher Commitments is a material inducement and consideration for the City's establishing the ERA and approving the Abatement. If Thermo Fisher fails to continuously satisfy the Thermo Fisher Commitments throughout the Abatement Term, the City shall be entitled to reimbursement for any year during which Thermo Fisher was not continuously compliant (whether determined by the City as a result of a CF-1 or Additional Compliance Information) in an amount calculated as follows: percentage of failure to comply x the total benefit received as a result of the Abatement during the year of non-compliance ("Reimbursement Amount"). For example, and without limitation, if, in 2028, Thermo Fisher employs forty (40) FTEs from the Site and Thermo Fisher has received a benefit from the Abatement in the amount of Thirty Thousand and no/Dollars (\$30,000.00) during 2028, the City is entitled to reimbursement in an amount equal to the product of the following: $(100\% - (40/50)) \times \$30,000.00 = \$6,000.00$.

If the City allows the Abatement to continue despite Thermo Fisher's failure to fully and continuously complying with the Thermo Fisher Commitments, (a) it shall not be considered a waiver of the City's right to seek the Reimbursement Amount; (b) the City shall be entitled to the Reimbursement Amount; and (c) the City shall provide (i) notice of its intent to seek the Reimbursement Amount; and (ii) Thermo Fisher the opportunity to meet with the City within fifteen (15) days of such notice.

Notwithstanding the foregoing or anything contained herein to the contrary, the City shall not seek to recover, and Thermo Fisher shall not be liable for any Reimbursement Amount for a year during which Thermo Fisher was determined to be continuously compliant with the Thermo Fisher Commitments. For example, and without limitation, if Thermo Fisher is determined compliant for Years 1-3 of the Abatement; Thermo Fisher is not compliant in Year 4, and the City allows the Abatement to continue; and Thermo Fisher does not comply with the Thermo Fisher Commitments and the City terminates the abatement in Year 5, Thermo Fisher shall be liable for the Reimbursement Amount for Years 4 and 5, only.

After providing the Reimbursement Notice and, if requested, meeting with Thermo Fisher, if the City seeks the Reimbursement Amount pursuant to this Section 6.02, the City may submit an invoice to Thermo Fisher for any Reimbursement Amount ("Reimbursement Notice"), and within thirty (30) days of submitting the Reimbursement Notice, Thermo Fisher shall pay the Reimbursement Amount. If not paid in full by the date owed, the Reimbursement Amount shall bear interest from the Due Date to the date of payment at the prime rate of interest, as reported in the Wall Street Journal, plus five percent (5%) per annum. The City shall further be entitled to its reasonable attorneys' fees and other costs incurred collecting the Reimbursement Amount. Thermo Fisher's obligation to repay the City pursuant this Section 6.02 shall survive termination of this Agreement.

ARTICLE VII. GENERAL PROVISIONS

Section 7.01. No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies included herein are not exclusive and shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 7.02. Assignment. No Party hereto shall assign this Agreement without the prior written approval of the other Party.

Section 7.03. Notice. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copy to: Jennifer Messer (via email, only) at jennifermesserlaw@gmail.com; and to Thermo Fisher at 168 Third Avenue, Waltham, MA 02451 Attn.: SDG Legal Counsel, with a copy (via email only) to maryann.kirby@thermofisher.com. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 7.04. Authority. Each undersigned person executing this Agreement on behalf of City and Thermo Fisher represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City and Thermo Fisher, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by City and Thermo Fisher, respectively; provided, however, City's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which City agree to undertake with diligence and in good faith.

Section 7.05. Drug-Free Workplace and Non-Discrimination. Thermo Fisher agrees to comply with the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. Thermo Fisher shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Thermo Fisher agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and Thermo Fisher will state, in all solicitations or advertisements for employees placed by or on behalf of Thermo Fisher, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Section 7.06. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, if Thermo Fisher employs any employees, Thermo Fisher covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Thermo Fisher shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens.

Section 7.07. Execution of Agreement. Upon City's approval and execution of this Agreement, the City shall provide the executed Agreement to Thermo Fisher (the "City-Executed Agreement"). Within ten (10) days of Thermo Fisher's receipt of the City-Executed Agreement, Thermo Fisher shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 7.07 shall terminate and automatically revoke any offer made by City herein, and shall, without further action of any of City, nullify and render of no force or effect City's approval of this Agreement.

Section 7.08. Miscellaneous. Subject to Section 7.02, this Agreement shall inure to the benefit of, and be binding upon, the City and Thermo Fisher, and each of their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Thermo Fisher waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Thermo Fisher may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City and Thermo Fisher. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the City and Thermo Fisher or their successors in

interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, City and Thermo Fisher have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures below hereby agree to the terms thereof.

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

"THERMO FISHER"

By: _____

James E. Bruni
(Printed Name)

Its: ASSISTANT SECRETARY
(Title)



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving Economic Development Agreement (Thermo Fisher)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		X Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies.	
	Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 <i>et. seq.</i>) purchased by Thermo Fishers and located at the Site by or before January 1, 2026.	
	The City desires to incentivize Thermo Fishers to complete the Thermo Fishers Commitments by providing the Abatement all pursuant to the Economic Development Agreement that is the subject of this Resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,950,000.00
	Expenditure \$:	None
	Source of Funds:	Personal Property Abatement
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the EDA	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R121823G

RESOLUTION APPROVING SB-1 (THERMO FISHER)

WHEREAS, One Lambda, Inc.'s, a California corporation duly registered with the Office of the Indiana Secretary of State (Thermo Fisher), mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete certain "Thermo Fisher Commitments" (as defined in an economic development agreement by and between Thermo Fisher and the City (the "EDA")), if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site (as defined in the EDA) by or before January 1, 2026;

WHEREAS, pursuant to Ind. Code § 6-1.1-12.1-2.5, the Site qualified for an economic revitalization area ("ERA") designation, and as such, the Council, pursuant to Ind. Code § 6-1.1-12.1 *et. seq.*, designated the Site as an ERA;

WHEREAS, because the Site is in an allocation area, Ind. Code § 6-1.1-12.1-2(k) requires the Council to adopt a resolution approving Thermo Fisher's Statement Of Benefits Personal Property ("SB-1");

WHEREAS, Thermo Fisher completed and submitted its SB-1 to the City, a copy of which is attached hereto, made a part hereof and marked as Exhibit A, and the Council desires to approve the SB-1; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Project Agreement, as amended by the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. Pursuant to Ind. Code § 6-1.1-12.1-2(k), the Council hereby approves Thermo Fisher's SB-1.

Section 2. This resolution is and shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana this ____ day of December, 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121923G

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___18th___ day of ___December___, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

_____**December 18, 2023**_____

DATE

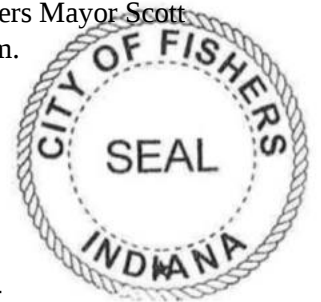
MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett





Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving SB-1 (Thermo Fisher)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		X Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies.	
	Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 <i>et. seq.</i>) purchased by Thermo Fishers and located at the Site by or before January 1, 2026.	
	Because the Site is in an allocation area, Ind. Code § 6-1.1-12.1-2(k) requires the Council to adopt a resolution approving Thermo Fisher's Statement Of Benefits Personal Property ("SB-1") that is the subject of this Resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,950,000.00
	Expenditure \$:	None
	Source of Funds:	Personal Property Abatement
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION											
Name of taxpayer					Name of contact person						
Address of taxpayer (number and street, city, state, and ZIP code)							Telephone number ()				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT											
Name of designating body					Resolution number (s)						
Location of property				County		DLGF taxing district number					
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.)					ESTIMATED						
							START DATE		COMPLETION DATE		
					Manufacturing Equipment						
					R & D Equipment						
					Logist Dist Equipment						
IT Equipment											
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT											
Current Number		Salaries		Number Retained		Salaries		Number Additional		Salaries	
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT											
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.			MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT		
			COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Current values											
Plus estimated values of proposed project											
Less values of any property being replaced											
Net estimated values upon completion of project											
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER											
Estimated solid waste converted (pounds) _____						Estimated hazardous waste converted (pounds) _____					
Other benefits:											
SECTION 6 TAXPAYER CERTIFICATION											
I hereby certify that the representations in this statement are true.											
Signature of authorized representative								Date signed (month, day, year)			
Printed name of authorized representative						Title					

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
- | | | | |
|--|------------------------------|-----------------------------|---|
| 1. Installation of new manufacturing equipment; | ☐ Yes | ☐ No | ☐ Enhanced Abatement per IC 6-1.1-12.1-18
Check box if an enhanced abatement was approved for one or more of these types. |
| 2. Installation of new research and development equipment; | ☐ Yes | ☐ No | |
| 3. Installation of new logistical distribution equipment. | ☐ Yes | ☐ No | |
| 4. Installation of new information technology equipment; | ☐ Yes | ☐ No | |
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|--|
| ☐ Year 1 | ☐ Year 2 | ☐ Year 3 | ☐ Year 4 | ☐ Year 5 | ☐ Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: _____
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.) |
| ☐ Year 6 | ☐ Year 7 | ☐ Year 8 | ☐ Year 9 | ☐ Year 10 | |
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

ABATEMENT SCHEDULE

2023		2024		2025	
Year 1	100%				
Year 2	100%	Year 1	100%		
Year 3	100%	Year 2	100%	Year 1	100%
Year 4	100%	Year 3	100%	Year 2	100%
Year 5	100%	Year 4	100%	Year 3	100%
Year 6	100%	Year 5	100%	Year 4	100%
Year 7	100%	Year 6	100%	Year 5	100%
Year 8	100%	Year 7	100%	Year 6	100%
Year 9	100%	Year 8	100%	Year 7	100%
Year 10	100%	Year 9	100%	Year 8	100%
Year 11	100%	Year 10	100%	Year 9	100%
Year 12	100%	Year 11	100%	Year 10	100%
Year 13	100%	Year 12	100%	Year 11	100%
Year 14	100%	Year 13	100%	Year 12	100%
Year 15	100%	Year 14	100%	Year 13	100%
		Year 15	100%	Year 14	100%
				Year 15	100%

*All investments must be made by January 1, 2026 to receive full 15-year benefit

RESOLUTION NO. R121823G

RESOLUTION APPROVING SB-1 (THERMO FISHER)

WHEREAS, One Lambda, Inc.'s, a California corporation duly registered with the Office of the Indiana Secretary of State (Thermo Fisher), mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies;

WHEREAS, Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete certain "Thermo Fisher Commitments" (as defined in an economic development agreement by and between Thermo Fisher and the City (the "EDA")), if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*) purchased by Thermo Fishers and located at the Site (as defined in the EDA) by or before January 1, 2026;

WHEREAS, pursuant to Ind. Code § 6-1.1-12.1-2.5, the Site qualified for an economic revitalization area ("ERA") designation, and as such, the Council, pursuant to Ind. Code § 6-1.1-12.1 *et. seq.*, designated the Site as an ERA;

WHEREAS, because the Site is in an allocation area, Ind. Code § 6-1.1-12.1-2(k) requires the Council to adopt a resolution approving Thermo Fisher's Statement Of Benefits Personal Property ("SB-1");

WHEREAS, Thermo Fisher completed and submitted its SB-1 to the City, a copy of which is attached hereto, made a part hereof and marked as Exhibit A, and the Council desires to approve the SB-1; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning ascribed to such terms in the Project Agreement, as amended by the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. Pursuant to Ind. Code § 6-1.1-12.1-2(k), the Council hereby approves Thermo Fisher's SB-1.

Section 2. This resolution is and shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana this 18th day of December, 2023.

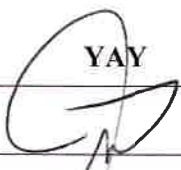
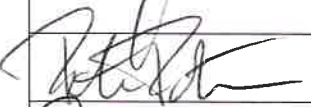
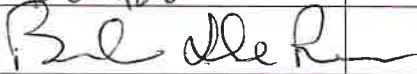
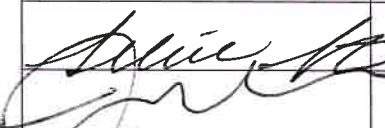
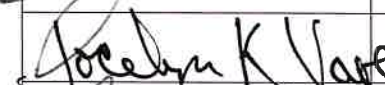
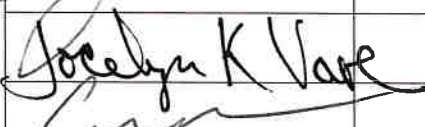
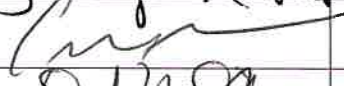
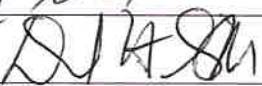
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R121823G

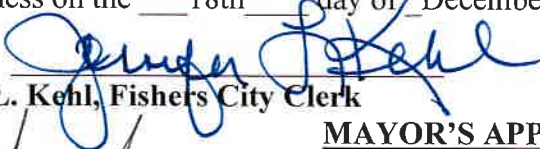
YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December 2023, at _____ p. m.

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

December 18, 2023
DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer One Lambda					Name of contact person				
Address of taxpayer (number and street, city, state, and ZIP code) 22801 Roscoe Blvd, West Hills, California 91304							Telephone number ()		
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT									
Name of designating body Clia Lab					Resolution number (s) R1218236				
Location of property 10300 Kincaid Drive, Fishers, Indiana, 46037					County Hamilton		DLGF taxing district number 006		
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Clia lab used for research and development, diagnostic services, and laboratory services.					ESTIMATED				
							START DATE	COMPLETION DATE	
					Manufacturing Equipment				
					R & D Equipment		05/31/2023	01/01/2026	
					Logist Dist Equipment				
					IT Equipment				
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT									
Current Number 4	Salaries 686,000		Number Retained 4		Salaries 686,000		Number Additional 25		Salaries \$1,625,000
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT									
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT		
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Current values			1,959,743		126,575		130,868		
Plus estimated values of proposed project			17,782,813						
Less values of any property being replaced									
Net estimated values upon completion of project			19,742,557		126,575		130,868		
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
Estimated solid waste converted (pounds) _____					Estimated hazardous waste converted (pounds) _____				
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative 							Date signed (month, day, year) 12/14/2023		
Printed name of authorized representative James E Bruni					Title Assistant Secretary				

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
1. Installation of new manufacturing equipment; ☒ Yes ☐ No
 2. Installation of new research and development equipment; ☒ Yes ☐ No
 3. Installation of new logistical distribution equipment. ☒ Yes ☐ No
 4. Installation of new information technology equipment; ☒ Yes ☐ No
- ☒ Enhanced Abatement per IC 6-1.1-12.1-18
Check box if an enhanced abatement was approved for one or more of these types.
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- ☒ Year 1 ☒ Year 2 ☒ Year 3 ☒ Year 4 ☒ Year 5 ☒ Year 6 ☒ Year 7 ☒ Year 8 ☒ Year 9 ☒ Year 10
- ☒ Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: 15
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☒ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)

Printed name of authorized member of designating body

John Weingardt, President

Attested by: (signature and title of attester)

Telephone number

(317) 595-3111

Date signed (month, day, year)

12/18/2023

Name of designating body

Fishers City Council

Printed name of attester

Jennifer L. Kehl, Fishers City Clerk

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

ABATEMENT SCHEDULE

2023		2024		2025	
Year 1	100%				
Year 2	100%	Year 1	100%		
Year 3	100%	Year 2	100%	Year 1	100%
Year 4	100%	Year 3	100%	Year 2	100%
Year 5	100%	Year 4	100%	Year 3	100%
Year 6	100%	Year 5	100%	Year 4	100%
Year 7	100%	Year 6	100%	Year 5	100%
Year 8	100%	Year 7	100%	Year 6	100%
Year 9	100%	Year 8	100%	Year 7	100%
Year 10	100%	Year 9	100%	Year 8	100%
Year 11	100%	Year 10	100%	Year 9	100%
Year 12	100%	Year 11	100%	Year 10	100%
Year 13	100%	Year 12	100%	Year 11	100%
Year 14	100%	Year 13	100%	Year 12	100%
Year 15	100%	Year 14	100%	Year 13	100%
		Year 15	100%	Year 14	100%
				Year 15	100%

*All investments must be made by January 1, 2026 to receive full 15-year benefit



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Resolution Approving SB-1 (Thermo Fisher)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☒ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R121823G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		X Signed copy of contract attached	
	X Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	Thermo Fisher's mission is to enable its customers to make the world healthier, cleaner and safer by supporting life sciences research, solving complex analytical challenges, increasing productivity in its client's laboratories, and improving patient health through diagnostics or the development and manufacture of life-changing therapies.	
	Thermo Fisher has advised the City that it will create a new diagnostic lab at the Site and complete the Thermo Fisher Commitments if the City will authorize a fifteen (15) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 <i>et. seq.</i>) purchased by Thermo Fishers and located at the Site by or before January 1, 2026.	
	Because the Site is in an allocation area, Ind. Code § 6-1.1-12.1-2(k) requires the Council to adopt a resolution approving Thermo Fisher's Statement Of Benefits Personal Property ("SB-1") that is the subject of this Resolution.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,950,000.00
	Expenditure \$:	None
	Source of Funds:	Personal Property Abatement
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Consideration of a rezone of 25 Acres acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 112023A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space for the new Fishers Community Center, owned and operated by the City of Fishers. The Fishers Plan Commission held a public hearing and sends a favorable recommendation of 6-2-0, with six in favor and two abstaining.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	November 20, 2023 - First Reading - City Council December 6, 2023 - Public Hearing - Plan Commission December 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend City Council to hold Final Reading and approve the rezone of the 25 acres that will be the home of the Fishers Community Center.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 112023A
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

This is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance (“UDO”) for the City of Fishers (the “City”), previously enacted by the City pursuant to its authority under the laws of the State of Indiana IC 36-7-4 et seq., as amended.

WHEREAS, the City’s Plan Commission has conducted a public hearing on December 6, 2023 for case RZ-23-5 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), as within the OS Open Space zoning district; and

WHEREAS, the Plan Commission at its December 6, 2023 meeting sent a favorable recommendation to the Fishers City Council by a vote of 6 in favor, 2 abstained, and 0 opposed; and

WHEREAS, to support its long-term vision for the City, the Council desires to adopt certain amendments to the Official Zoning Map.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

Section 1. Declaration. The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the Open Space (OS) zoning district.

Section 2. Purpose and Intent. The purpose and intent of this text amendment is to support the City’s long-term vision for the City.

Section 3. Approval. This amendment shall become effective upon its adoption and publication in accordance with Indiana law. Development of the Real Estate shall be governed entirely by the provisions of the Open Space (OS) district with conditions and the provisions of the UDO.

ORDINANCE NO. 112023A

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 18th day of December 2023.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY**NAY****ABSTAIN**

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett

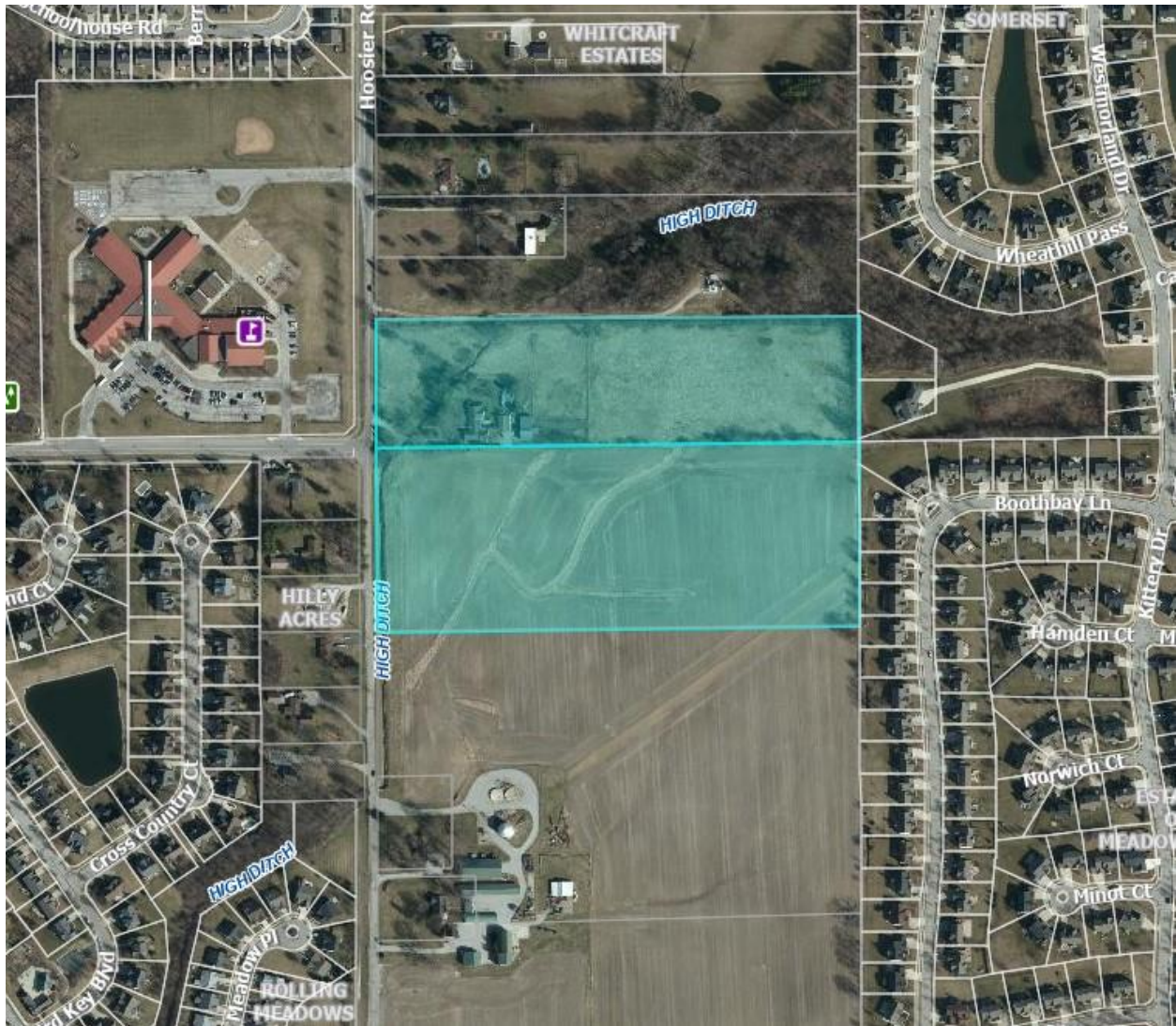
EXHIBIT A
Legal Description

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN, LOCATED IN HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, AS MARKED BY A HARRISON MONUMENT FOUND; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST (STATE PLANE BEARING, INDIANA EAST) 330.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID QUARTER SECTION NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST 1320.11 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST 330.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST 494.90 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID WEST HALF SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST 1320.75 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST 494.91 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.999 ACRES, MORE OR LESS.

12102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

EXHIBIT B
Location Map



12102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

ORDINANCE NO. 112023A
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

This is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance (“UDO”) for the City of Fishers (the “City”), previously enacted by the City pursuant to its authority under the laws of the State of Indiana IC 36-7-4 et seq., as amended.

WHEREAS, the City’s Plan Commission has conducted a public hearing on December 6, 2023 for case RZ-23-5 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), as within the OS Open Space zoning district; and

WHEREAS, the Plan Commission at its December 6, 2023 meeting sent a favorable recommendation to the Fishers City Council by a vote of 6 in favor, 2 abstained, and 0 opposed; and

WHEREAS, to support its long-term vision for the City, the Council desires to adopt certain amendments to the Official Zoning Map.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

Section 1. Declaration. The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the Open Space (OS) zoning district.

Section 2. Purpose and Intent. The purpose and intent of this text amendment is to support the City’s long-term vision for the City.

Section 3. Approval. This amendment shall become effective upon its adoption and publication in accordance with Indiana law. Development of the Real Estate shall be governed entirely by the provisions of the Open Space (OS) district with conditions and the provisions of the UDO.

ORDINANCE NO. 112023A

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 18th day of December 2023.

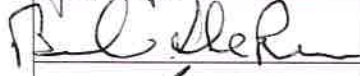
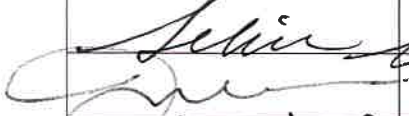
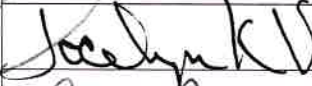
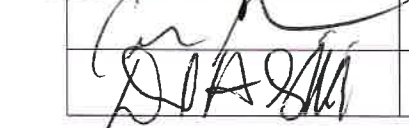
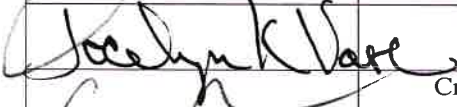
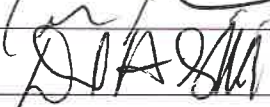
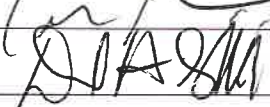
112023A

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

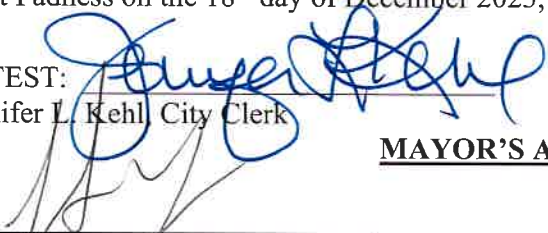
NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of December 2023, at _____ m.

ATTEST:
Jennifer L. Kehl, City Clerk



Scott A. Fadness, Mayor

MAYOR'S APPROVAL



DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett

ORDINANCE NO. 112023A

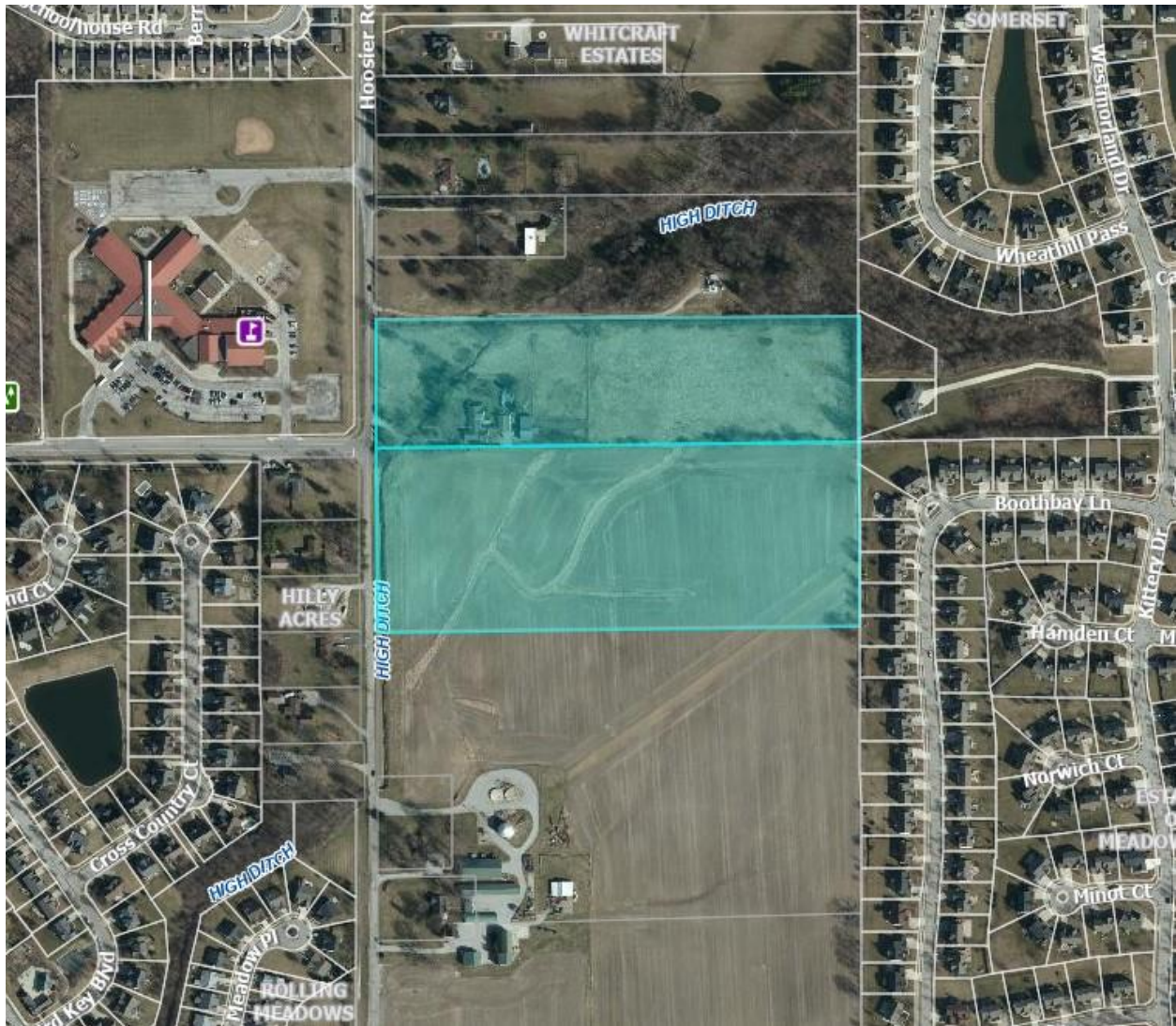
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BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, AS MARKED BY A HARRISON MONUMENT FOUND; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST (STATE PLANE BEARING, INDIANA EAST) 330.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID QUARTER SECTION NORTH 89 DEGREES 13 MINUTES 32 SECONDS EAST 1320.11 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 03 MINUTES 15 SECONDS EAST 330.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION SOUTH 00 DEGREES 16 MINUTES 33 SECONDS EAST 494.90 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID WEST HALF SOUTH 89 DEGREES 13 MINUTES 32 SECONDS WEST 1320.75 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 10 MINUTES 44 SECONDS WEST 494.91 FEET, TO THE POINT OF BEGINNING, CONTAINING 24.999 ACRES, MORE OR LESS.

12102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002

EXHIBIT B
Location Map



12102 Hoosier Road and 0 Hoosier Road Fishers, IN 46037
13-11-33-00-00-005.000 & 13-11-33-00-00-010.002



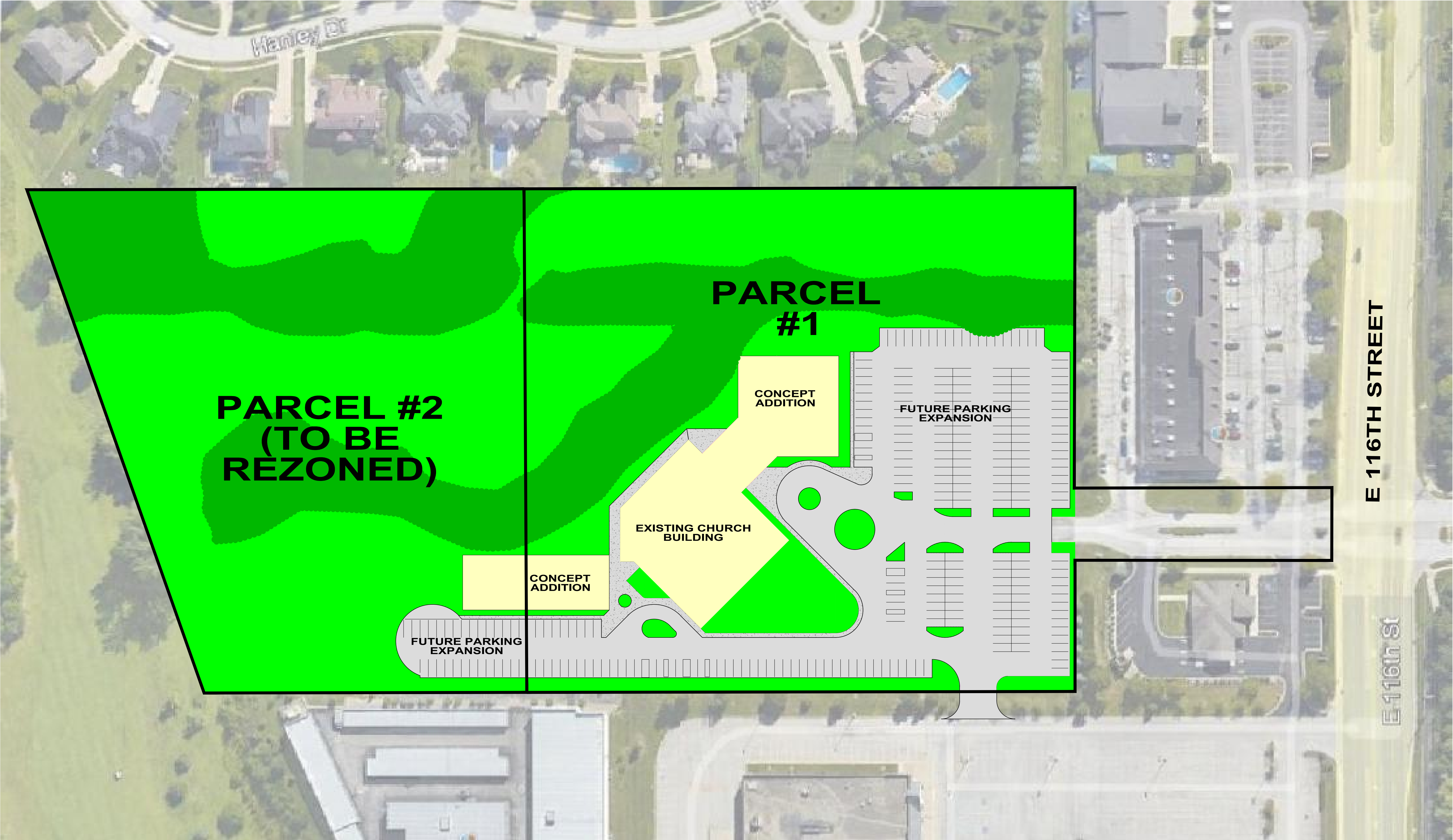
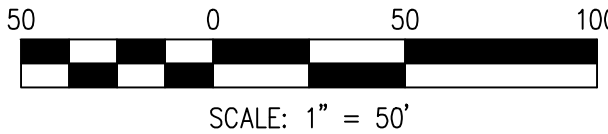
Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Consideration of a rezone of 25 Acres acres from R2 Residential to OS Open Space known as the Fishers Community Center rezone (RZ-23-5)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 112023A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 25 Acres from R2 Residential to OS Open Space for the new Fishers Community Center, owned and operated by the City of Fishers. The Fishers Plan Commission held a public hearing and sends a favorable recommendation of 6-2-0, with six in favor and two abstaining.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	November 20, 2023 - First Reading - City Council December 6, 2023 - Public Hearing - Plan Commission December 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommend City Council to hold Final Reading and approve the rezone of the 25 acres that will be the home of the Fishers Community Center.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

TRADERS POINT FISHERS CONCEPT PLAN

12648 E 116TH ST., FISHERS, IN 46037



PREPARED BY:



Transportation &
Development Consultants
115 N. 17th Avenue, Beech Grove, IN 46107 (317) 780-1555

November 30, 2023



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Consideration of a rezone of 5.67 Acres form PUDM to R3 Residential for the expansion of the Traders Point Fishers Church (RZ-23-7)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 121823		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 5.67 acres from PUDM (Sandstone Gray Eagle PUD) to R3-Residential. To allow for future building and parking expansion of the Traders Point Church. A place of worship is a permitted use within the R3-Residential zoning district.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	December 18, 2023 - Proposed 1 st Reading - City Council February 7, 2024 - Public Hearing - Plan Commission February 19, 2024 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 st Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Concept Plan	

ORDINANCE NO. 121823
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

This is an ordinance to amend the Official Zoning Map incorporated into the Unified Development Ordinance (“UDO”) for the City of Fishers (the “City”), previously enacted by the City pursuant to its authority under the laws of the State of Indiana IC 36-7-4 et seq., as amended.

WHEREAS, the City’s Plan Commission has conducted a public hearing on February 7, 2024 for case RZ-23-7 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), as within the R3 zoning district; and

WHEREAS, the Plan Commission at its February 7, 2024 meeting sent a _____ recommendation to the Fishers City Council by a vote of ____ in favor and ____ opposed; and

WHEREAS, to support its long-term vision for the City, the Council desires to adopt certain amendments to the Official Zoning Map.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

Section 1. Declaration. The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the R3 zoning district with the following condition. The following uses shall be prohibited: No use restrictions.

Section 2. Purpose and Intent. The purpose and intent of this text amendment is to support the City’s long-term vision for the City.

Section 3. Approval. This amendment shall become effective upon its adoption and publication in accordance with Indiana law. Development of the Real Estate shall be governed entirely by the provisions of the R3 district with conditions and the provisions of the UDO.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 19th day of February 2024.

ORDINANCE NO. 121823

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	John Weingardt President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 19th day of February, 2024, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett

ORDINANCE NO. 121823

EXHIBIT A
Legal Description

Part of the Southeast Quarter of Section 34, Township 18 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows: Commencing at the southeast corner of said Southeast Quarter Section; thence North 00 degrees 06 minutes 03 seconds West, along the east line thereof, 950.40 feet to the Point of Beginning; thence continuing along said East line North 00 degrees 06 minutes 03 seconds West, 542.46 feet; thence South 70 degrees 36 minutes 53 seconds West, 582.69 feet to the east line of the real estate described in deed to Compucom Development Corporation as recorded in Instrument No. 83-144, in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 06 minutes 03 minutes East, parallel with the east line of said Southeast Quarter, 352.33 feet to a point located 950.40 feet by parallel lines north of the south line of said Southeast Quarter, thence North 89 degrees 39 minutes 34 seconds East, parallel with the south line of said Southeast Quarter. 550.00 feet to the Point of Beginning, containing 5.65 Acres, more or less.

0 E 116th Street, Fishers, IN 46037
19-11-34-00-00-012.002

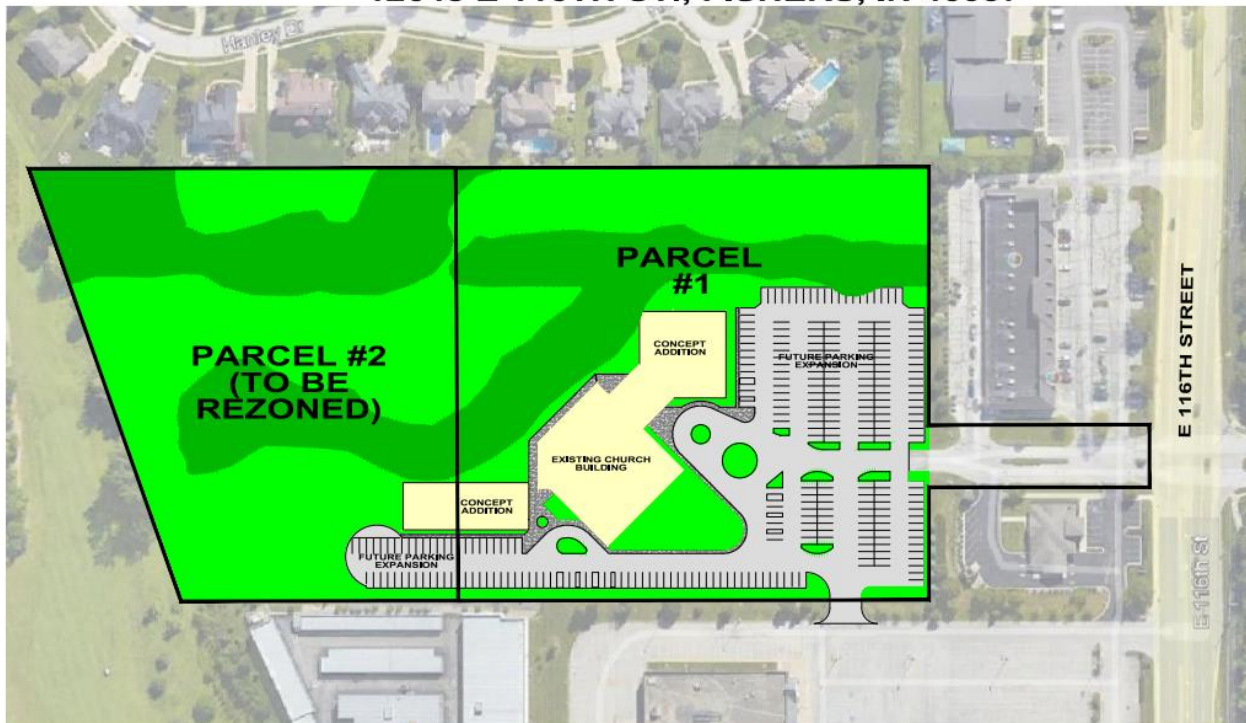
EXHIBIT B
Location Map



0 E 116th Street, Fishers, IN 46037
19-11-34-00-00-012.002

EXHIBIT C
Proposed building expansion

**TRADERS POINT FISHERS
CONCEPT PLAN**
12648 E 116TH ST., FISHERS, IN 46037



PREPARED BY:





Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Consideration of a text amendment to the Unified Development Ordinance to remove Section 4.2.1. Commercial Use Limit overlay (TA-23-6)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 121823A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	This is a text amendment to the City's Unified Development Ordinance (UDO) to remove the existing Commercial Use Limits overlay. This Commercial Use Limits Overlay Ordinance was introduced with Ordinance No. 101617E limiting any building larger than 5,000 square feet to a grocery use, and is currently over two properties, 7274 Fishers Crossing Drive and 12520 E 116th Street. The UDO will continue to have restrictions on large scale tenant spaces with the required change of use to go before City Council. Plan Commission will hold a public hearing at their January 10, 2024 meeting.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include Deny Approval Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	
PROJECT TIMELINE	December 18, 2023 - 1st Reading at City Council January 10, 2024 - Public Hearing at Plan Commission January 16, 2024 - Final Reading at City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends holding First Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 121823A

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AMENDING THE ZONING ORDINANCE OF FISHERS, INDIANA – 1980, AS AMENDED.

WHEREAS, this is an ordinance to amend the Zoning Ordinance of the City of Fishers (the “City”).

WHEREAS, the Advisory Plan Commission for the City of Fishers (“Plan Commission”) has conducted a public hearing on Docket No. TA-23-6 as required by law in regard to the Text Amendment; and

WHEREAS, the Plan Commission, at its meeting on the 10th day of January 2024 sent a _____ recommendation to the Common Council by a vote of _ in favor and __ opposed.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, THE SUCESSOR IN INTEREST TO THE TOWN OF FISHERS, PURSANT TO IND. CODE 36-4-1 ET. SEQ., THAT THE ZONING ORDINANCE, A PART OF THE COMPREHENSIVE PLAN AND ORDINANCES – 2018, ORDINANCE NO. 071618F, AS AMENDED, IS HEREBY AMENDED AS FOLLOWS:

Section 1. AMENDMENT. This Text Amendment amends certain sections of the Unified Development Ordinance;

Section 2. PRUPOSE STATEMENT. The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall Purpose & Intent provisions of Chapter 4. Overlay District. Section. 4.2.1. CL-OL Commercial Use Limit Overlay.

Section 3. CHANGES TO THE UDO REGULATIONS. The following sections of the UDO regulations shall be changed, as follows:

Sec. 4.1.1. Overlay District Intent Statements

A. General Purpose

The intent of the Overlay Districts is to apply regulations that achieve a specific purpose in a target area. The Overlay Districts provide additional or different standards that are applied to the underlying Zoning District. For this UDO, the following Overlay Districts have been established:

- ~~1. Commercial Use Limit Overlay District - CUL-OL~~
- ~~2.~~ 1. Greenway Overlay District - GR-OL
- ~~3.~~ 2. Interstate 69 Overlay District - I69-OL
- ~~4.~~ 3. Jurisdictional Area Overlay District - JURIS-OL

Article 4.2. Overlay Districts

Contents:

- ~~• Sec. 4.2.1 CL-OL Commercial Use Limit Overlay~~
- Sec. 4.2.21 GW-OL Greenway Overlay District
- Sec. 4.2.32. I69-OL Interstate-69 Overlay District

- Sec. 4.2.43 JURIS-OL Jurisdictional Area Overlay District
- Sec. 4.2.54 NPT-OL Nickel Plate Trail Overlay

~~Sec. 4.2.1. CL-OL Commercial Use Limit Overlay~~

~~A. Purpose & Intent~~

~~It is the purpose of the Commercial Use Limit Overlay Zone (CL-OL) to promote the public health, safety, comfort, convenience, and general welfare by providing for consistent and coordinated land uses for large commercial centers that are in transition and need land use limitations within the planning and zoning jurisdiction of the City. It is important to designate certain retail properties as a critical location for specific land uses that will protect the quality of the property and the surrounding properties near the identified properties.~~

~~B. Applicability~~

~~The provisions of the CL-OL District shall apply to all properties lying wholly or partially within the District as shown on the Official Zoning Map. If the provisions in this CL-OL District are inconsistent or in conflict with provisions found in other adopted codes and regulations of the City, the more restrictive provision shall control unless otherwise expressly provided.~~

~~C. Effect on Uses~~

~~For retail space larger than 5,000 square feet within the CL-OL District, the only permitted use allowed is a grocery store. If a use is legally established on a parcel or portion of a parcel at the time the CL-OL District is enacted, but is no longer permitted per this Section, it shall be considered legally non-conforming. A parcel containing a legally nonconforming use may be developed, maintained, or reconstructed in furtherance of the existing legal non-conforming use (a) established on that parcel and (b) by the owner of the parcel at the time the legally non-conforming use is established.~~

~~Sec. 4.2.21. GW-OL Greenway Overlay District~~

~~Sec. 4.2.32. I69-OL Interstate-69 Overlay District~~

~~Sec. 4.2.43. JURIS-OL Jurisdictional Area Overlay District~~

~~Sec. 4.2.54 NPT-OL Nickel Plate Trail Overlay~~

UNLESS SPECIFICALLY AMENDED BY REFERENCE HEREIN, ALL REMAINING TERMS AND CONDITIONS OF THE UDO SHALL CONTINUE IN FULL FORCE AND EFFECT AND ARE HEREBY RATIFIED AND AFFIRMED.

ORDINANCE NO. 121823A

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 16th day of February 2024.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Todd Zimmerman, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2024, at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett





Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Request to approve a voluntary annexation of 1.482 acres, known as the Carrington Office property. Subject site is located at 10418 Hague Rd.			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 121823B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	December 18, 2023 - Proposed 1st Reading & Public Hearing - City Council January 16, 2024 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 st Reading and Public Hearing.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 121823B
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 1.482 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around December 18, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, the Common Council has determined, in accordance with Ind. Code §36-4-3-5.1, the petition requesting voluntary annexation is signed by 100% of the owners of land within the Annexed Territory;

WHEREAS, in accordance with Ind. Code §36-4-3-1.5, the Common Council has determined that that Annexed Territory is contiguous as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City;

WHEREAS, on or around January 16, 2024, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as Carrington Office Annexation.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Fishers, Hamilton County, Indiana as follows:

- Section 1.** **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.
- Section 2.** **Annexed Territory.** The real estate containing approximately 1.482 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Carrington Office Annexation, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 2.** **Council District.** The above-described real estate is hereby assigned to City Council District 5 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect February 16, 2024, and as provided by Indiana law.

Section 4. All ordinances or parts thereof in conflict herewith are hereby repealed.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 16th day of January 2024.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2024, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Lindsey Bennett, City Attorney

Exhibit A

Legal Description of Real Estate

LOT 17 LOMA INDUSTRIAL PARK II, AN ADDITION IN THE CITY OF FISHERS, AS PER PLAT THEREFORE RECORDED IN PLAT 8517802 BOOK 12, PAGE 81-82, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

10418 Hague Rd

14-14-12-00-02-001.000

EXHIBIT B
Graphic Depiction of Real Estate



10418 Hague Rd
14-14-12-00-02-001.000



Council Action Form

MEETING DATE	December 18, 2023			
TITLE	Request to approve a voluntary annexation of 1 acre, known as the Jai Hanuman Temple property. Subject site is located at 12323 Cyntheanne Road. (ANX-23-12)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 121823C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	December 18, 2023 - Proposed 1st Reading & Public Hearing - City Council January 16, 2024 - Proposed Final Reading & Fiscal Plan - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 st Reading and Public Hearing for Jai Hanuman Temple property (ANX-23-12)	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 121823C
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 1.0 acre located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around December 18, 2023 the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, the Common Council has determined, in accordance with Ind. Code §36-4-3-5.1, the petition requesting voluntary annexation is signed by 100% of the owners of land within the Annexed Territory;

WHEREAS, in accordance with Ind. Code §36-4-3-1.5, the Common Council has determined that that Annexed Territory is contiguous as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City;

WHEREAS, on or around January 16, 2024 in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as Jai Hanuman Temple Annexation.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Fishers, Hamilton County, Indiana as follows:

- Section 1.** **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.
- Section 2.** **Annexed Territory.** The real estate containing approximately 1.0 acre more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Jai Hanuman Temple Annexation, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 2.** **Council District.** The above-described real estate is hereby assigned to Council District 6 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect February 16, 2024 and as provided by Indiana law.

Section 4. All ordinances or parts thereof in conflict herewith are hereby repealed.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 16th day of January, 2024.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2024, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR’S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR’S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

“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.” Lindsey Bennett, City Attorney

Exhibit A
Legal Description of Real Estate

Part of the Northeast Quarter of Section 31, Township 18 North, Range 6 East, Hamilton County, Indiana, and being more particularly described as follows: Beginning at a point on the East line of said quarter section South 0 degrees 00 minutes 00 seconds West (assumed basis of bearings) 990.00 feet (60 rods) from the Northeast corner thereof; thence continue South 0 degrees 00 minutes 00 seconds West on and along said East line 192.50 feet; thence South 89 degrees 58 minutes 11 seconds West, parallel to the North line of said quarter section, 226.29 feet; thence North 0 degrees 00 minutes 00 seconds East, parallel to said east line, 192.50 feet; thence North 89 degrees 58 minutes 11 seconds East, parallel to said north line, 226.29 feet to the place of beginning.

Also including: The entire width of any unincorporated rights-of-way that are contiguous with the above-described real estate.

12323 Cyntheanne Road Fishers, IN 46037
13-12-31-00-00-024.001

Exhibit B
Graphic Depiction of Real Estate



12323 Cyntheanne Road Fishers, IN 46037
13-12-31-00-00-024.001

Pedestrian Safety - 106th Street Bridge Project

Robert Evans <qrhoaboard20@gmail.com>

Thu, Dec 14, 2023 at 3:34 PM

To: county.highway@hamiltoncounty.in.gov

Bcc: Denise Thomason <denise@designalchemyinc.com>, Jason Wertz <jwertz25@gmail.com>, Stephanie Jaward <sjaward07@yahoo.com>, Bob Fasig <fasig.bob@gmail.com>, Sherri Holm <sherri@holmdesign.biz>, Teresa Chapin <chapin_teresa@lilly.com>, Pete Cerar <pvcerar@gmail.com>, Terry Lee <tml063017@gmail.com>, Susan Fasig <bsfasig@att.net>, Janean Lee <janeanleelee@hotmail.com>, Judy Evans <judyaevans@gmail.com>

Good afternoon:

In my opinion, and that of my neighbors, the current design of the pedestrian walkway on the new 106th street bridge over Mud Creek shows a disregard for public safety.

In the last four years there have been multiple occasions that vehicles traveling at a high rate of speed have veered off 106th street between Hamilton Pass and Cumberland Road. On two occasions portions of the fence on the north side of the walking path have been damaged.

The second time, the portion of the fence damaged is more than 50 feet from the street.



On other occasions, vehicles have crossed the walking path, but not reached the fence.

We have been fortunate that no one has yet been killed or injured during one of these incidents.

I have already requested a pedestrian safety barrier similar to the one on Brooks School Road along this portion of 106th street.

The City of Fishers has made walkability a priority, going so far as to build a tunnel under 116th Street for the Nickel

Plate trail. However, the current pedestrian walkway design along the new bridge makes this portion of the 106th Street walking trail even more dangerous.

A mother pushing a stroller west on the bridge would never see the vehicle jump the small curb proposed as the only barrier between the street and her.

While we would prefer to see the two aesthetically pleasing walking bridges over Mud Creek remain or be replaced with a similar design, like the one over Mud Creek in Cumberland park, we understand that may not be possible with the widening of the Mud Creek channel.

Nevertheless, an acceptable pedestrian walkway design of a bridge over Mud Creek can be seen two miles away where 96th street passes over Mud Creek.



My neighbors and I implore you to reconsider the design of the pedestrian walkway over Mud Creek and not put those of us walking the 106th Street trail in even more peril.

Regards,

Robert Crawford Evans,
President, Quaker Ridge HOA

Pedestrian Safety - 106th Street Bridge Project

Matt Lee <Matt.Lee@hamiltoncounty.in.gov>

Mon, Dec 18, 2023 at 10:07 AM

To: "qrhoaboard20@gmail.com" <qrhoaboard20@gmail.com>

Cc: County Highway <County.Highway@hamiltoncounty.in.gov>

Mr. Evans,

I'd like to assure you that the safety of pedestrians and motorists is always a top priority of our road and bridge projects. The existing pedestrian bridges north of 106th Street at the Mud Creek crossing will be removed with this project because they are not ADA compliant and their removal will improve the hydraulics of Mud Creek to reduce overtopping of 106th Street. The bridge replacement will bring the pedestrian path adjacent to the roadway for approximately 425 feet at the bridge and the path will be separated from the roadway by an 8 inch barrier curb which is standard practice and can be seen at numerous locations throughout the County. The path outside of the bridge flares out to the existing path location east of the bridge and to a 5 foot offset from the back face of the barrier curb west of the bridge. While it is desirable to provide a 5 foot sidewalk/path offset, it is acceptable to place an elevated sidewalk/path with barrier curb adjacent to a roadway. This can be seen along several nearby roadway corridors like 116th Street, Cumberland Road, and the referenced 96th Street. Both this project and the referenced 96th Street project were designed to meet current standards for roadside safety.

Thanks,



HAMILTON COUNTY
HIGHWAY DEPARTMENT

Matt Lee, P.E. | *Bridge Program Engineer*

Hamilton County Highway Department

1700 S. 10th St. | Noblesville, IN 46060

matt.lee@hamiltoncounty.in.gov

317.773.7770 - office



From: County Highway <County.Highway@hamiltoncounty.in.gov>

Sent: Thursday, December 14, 2023 4:25 PM

To: Matt Lee <Matt.Lee@hamiltoncounty.in.gov>

Subject: FW: Pedestrian Safety - 106th Street Bridge Project