



BOARD/COMMISSION: City Council

DATE: 2/24/2025

DIRECTIONS: Fishers Municipal Center Theater 1 Municipal Drive, Fishers, IN 46038

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

Members of the public may [submit comments online](#) before 12pm on the day of the meeting.

REGULAR CITY COUNCIL MEETING, 7 p.m.

1. Meeting Called to Order with the Pledge of Allegiance

Sign In Sheet - 02-24-2025

2. Announcements

3. Proclamations

4. Presentations

- a. Fire Department - **IU Health**
- b. Fishers Junior High - **We The People State Champions**
- c. Police Swearing In: **Kenneth Graham, Eric Guzman, Benjamin McGinnis, Caleb Ferris, Greg Dewald, Shane Stephens, Cameron Theobald, Brandon Trimarco, Brandon Biagini, Izaiah Bond, Emylio Romo, Keith Freer, and Jeffrey Krider**
- d. Service Award- 25 Years (**Ron Sawyer**)

5. Council Committee Reports

- a. Finance Committee Report

Finance Committee Report

Finance Committee Report - 02-19-2024

6. Department Reports

a. Health Department Report

Health Department Update Report - 02-24-2025

7. Consent Agenda

a. Request to approve the previous meeting minutes from the **January 13, 2025, City Council meeting.**

Minutes - 01-13-2025

b. **R022425 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.**

City Funds Transfers - Council Action Form - R022425

City Funds Transfers - Exhibit A - R022425

City Funds Transfers - Resolution - R022425

Signed Adoption - City Funds Transfers - Resolution - R022425

Regular Agenda - Budget/Financial

8. **R022425A - Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)**

Designated Taxpayers Andretti Project 2025 - Council Action Form - R022425A

Designated Taxpayers Andretti Project 2025 - Exhibit A - R022425A

Designated Taxpayers Andretti Project 2025 - Exhibit B - R022425A

Designated Taxpayers Andretti Project 2025 - Resolution - R022425A

Signed Adoption - Designated Taxpayers Andretti Project 2025 - Resolution - R022425A

9. **R022425B - Resolution Approving Amendment to the Economic Development Area, Amendment to Economic Development Plan, and Establishment of Allocation Area (Fishers/I-69 EDA & Olio Road/I-69 EDA)**

Consolidated Fishers I-69 EDA Consolidation with Olio Road I-69 EDA - Council Action Form - R022425B

Consolidated Fishers I-69 EDA Consolidation with Olio Road I-69 EDA - Exhibit A -

R022425B

Consolidated Fishers I-69 EDA Consolidation with Olio Road I-69 EDA - Exhibit B - R022425B

Consolidated Fishers I-69 EDA Consolidation with Olio Road I-69 EDA - Resolution - R022425B

Signed Adoption - Consolidated Fishers I-69 EDA Consolidation with Olio Road I-69 EDA - Resolution - R022425B

Regular Agenda - Economic Development

10. R022425C - A Request to Approve an Amended and Restated Project Agreement (Union & Crossing)

Amended and Restated Project Agreement - Union and Crossing - CAF - R022425C

Amended and Restated Project Agreement - Union and Crossing - Exhibit A - Agreement - R022425C

Amended and Restated Project Agreement - Union and Crossing - Resolution - R022425C

Signed Adoption - Amended and Restated Project Agreement - Union and Crossing - Resolution - R022425C

Regular Agenda - Government/Miscellaneous

11. 011325 - Request to Approve an Amendment to Chapter 51 of the City of Fishers Code of Ordinances (Sewer Use) – **Public Hearing, 2nd & 3rd Reading**

Chapter 51 Amendment (Sewer Use) - CAF - 011325

Chapter 51 Amendment (Sewer Use) - Exhibit A - Clean - 011325

Chapter 51 Amendment (Sewer Use) - Exhibit A - Redline - 011325

Chapter 51 Amendment (Sewer Use) - Ordinance - 011325

Signed Adoption - Chapter 51 Amendment (Sewer Use) - Ordinance - 011325

12. 022425E - Request to Approve Creation and Addition of Section 35.60 to the City of Fishers Code of Ordinances (Public Records Request) - **1st Reading**

Request to Add Section 35.60 to Code of Ord (Public Records) - CAF - 022425E

Request to Add Section 35.60 to Code of Ord (Public Records) - Ordinance - 022425E

13. 022425 - Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule)

Section 35.30 Amendment - Axon Fees Lifeguard Fees - CAF - 022425

Section 35.30 Amendment - Axon Fees Lifeguard Fees - Ordinance - 022425

14. 022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program)
– **1st Reading**

Request to Add Chapter 163 to Code of Ord - 022425A - CAF

Request to Add Chapter 163 to Code of Ord (Home Rental Reg. and Permit) - Exhibit A - 022425A

Request to Add Chapter 163 to Code of Ord - 022425A - Ordinance

Rental Ordinance Presentation

First Reading Rental Ordinance Presentation

Regular Agenda - Planning & Zoning

15. 022425B - Consideration of a rezone of 9.15 acres from R2 to PUDR, known as the Gerardot PUD located at 11052 Cumberland Road (RZ-25-1) - **1st Reading**

Gerardot PUD Rezone - Council Action Form - 022425B

Gerardot PUD Rezone - Petitioner Packet - 022425B

Gerardot PUD Rezone - Draft Ordinance - 022425B

16. 022425C - Consideration of a rezone of 5.66 acres from R-2 to ER for a single-family residence with a common address of 16601 Southeastern Parkway (RZ-25-2) - **1st Reading**

Hidden Oaks Rezone - Council Action Form - 022425C

Hidden Oaks Rezone - Petitioner's Packet - 022425C

Hidden Oaks Rezone - Draft Ordinance - 022425C

17. 022425D - Annual update to the Fishers 2040 Comprehensive Plan. The Fishers 2040 Plan creates long-range planning goals for land use, housing and neighborhoods, transportation, and parks. Staff will provide updates on the status of the objectives and actions outlined in Chapter 6 Summary & Implementation (TA-25-1) - **1st Reading**

Fishers 2040 Update - Chapter 6 -Summary - Implementation - CAF - 022425D

Fishers 2040 Update - Chapter 6 -Summary - Implementation - DRAFT - Exhibit A - 022425D

Fishers 2040 Update - Chapter 6 -Summary - Implementation - Map - Exhibit B - 022425D

Fishers 2040 Update - Chapter 6 -Summary - Implementation - Draft Ordinance - 022425D

18. 022425F - Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 1, 3, 5, 6, 8 and 12 (TA-25-2) – 1st Reading

UDO TA - Council Action Form - 022425F

UDO TA - Chapter 1 - 022425F

UDO TA - Chapter 3 - 022425F

UDO TA - Chapter 5 - 022425F

UDO TA - Chapter 12 - 022425F

UDO TA - Draft Ordinance - 022425F

19. Regular Items - Any other Unfinished / New Business

20. Regular Items - Community Comment

Community Comments - 02-24-2025

21. Regular Items - Meeting Adjournment

DATE:

FEBRUARY 24, 2025

PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1 Sue + Jack Fallmas	Regency-Windsor
2 R J Fendricks	7411 Northfield Blvd.
3 Heather Butz	Fishers Junior High
4 Tony Shygar	Fit
5 Kristin McKissick	In Health
6 Natalie Zgon	IN HEALTH
7 Harry Hartmann	16597 Winter Meadow Dr
8 LINDA BARRON	6368 MANCHESTER LN
9 Kathy Silverman	11349 Emmanuel Ct.
10 Claudia Dille	15833 Marsala Dr
11 VIRGINIA M. TATE	8800 NORTH ST. #433
12 Chael Hinger	Fishers District L4416
13 Jocelyn Vane	12315 Windsor East Dr
14 Mason & Aidan Cochran	9850 Deering St
15 Joshua Gilbert	12011 RAPIERS BLVD 46037
16 Tiffany Presley	12172 Hidden Point Cir 46037
17 Susie Goacht	11223 Red Fox Run Fishers 46037
18 Carly Middleton	13255 Summerwood Lane
19 Mohammad Hague	6350 CREEKVIEW LN, Fishers
20 Maryann Krubick	Resides 14002 Regency Dr Fishers IN 46037
21 Josh Hyser	12863 Shakespeare Way
22 Chris Noel	10623 Cedar Dr
23 Scott ROBERTS	13441 CHANDELLE LN.
24 Jan Hinchey PF	11018 Knightsbridge Ln
25 Steve Hinder	18411 Case Pkwy, Fishers
26 Tony Lukac	13932 Wendessa Dr 46037
27 Maura Wenzel	11310 Harnett Ln
28 MIKE COLBY	7105 KOLDYKE DR
29	
30	

Finance Committee Minutes February 19, 2024

BOARD/COMMISSION: City of Fishers Finance Committee

DATE: 2/19/2025

DIRECTIONS: Fishers Municipal Center: Nickel Plate Conference Room, 1 Municipal Drive,
Fishers, IN 46038

FINANCE COMMITTEE MEETING, 5:00 P.M., 3RD FLOOR, NICKEL PLATE CONFERENCE ROOM

Meeting Called to Order

- Chairman John Weingardt called the meeting to order at 5:00p.m. Todd Zimmerman, John DeLucia, and Cecilia Coble were present. Bill Stuart was remote. Selina Stoller was absent. Others present were City Clerk Jennifer Kehl, Lisa Bradford, Rob McMurray, Larry Lannan, and Emilie Rains.

Announcements

- None

Consent Agenda

- Request to review the previous meeting memoranda:
 - Minutes for **January 8, 2025**
- R022425** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form | Resolution | Exhibit A
 - Cecilia Coble made a motion to approve the Consent Agenda. John DeLucia seconded the motion. A roll call vote was taken. John Weingardt, John DeLucia, Cecilia Coble, Todd Zimmerman, and Bill Stuart voted yay. The motion passed.

RESOLUTIONS:

R022425B – Resolution Approving Amendment to the Economic Development Area, Amendment to Economic Development Plan, and Establishment of Allocation Area (Fishers/I-69 EDA & Olio Road/I-69 EDA).Council Action Form | Resolution | Exhibit A | Exhibit B

- Todd Zimmerman made a motion to approve resolution **R022425B**. **Cecilia Coble** seconded the motion. A roll call vote was taken. John Weingardt, John DeLucia, Cecilia Coble, Todd Zimmerman, and Bill Stuart voted yay. The motion passed.

R022425A – Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)

- Todd Zimmerman made a motion to approve resolution **R022425A**. John DeLucia seconded the motion. A roll call vote was taken. John Weingardt, John DeLucia, Cecilia Coble, Todd Zimmerman, and Bill Stuart voted yay. The motion passed.

ORDINANCES:

- None

Regular Items

- Any other Unfinished / New Business
 - None

- Monthly Discussion Topic – TIF Overview
 - Lisa Bradford gave a presentation of the TIF Overview.
- Meeting Adjournment

Todd Zimmerman made a motion to adjourn the meeting. The meeting was adjourned at 5:26p.m.

Respectfully Submitted,



Jennifer L. Kehl
Fishers City Clerk



TIF Discussion

City of Fishers
Finance Committee
February 19, 2025



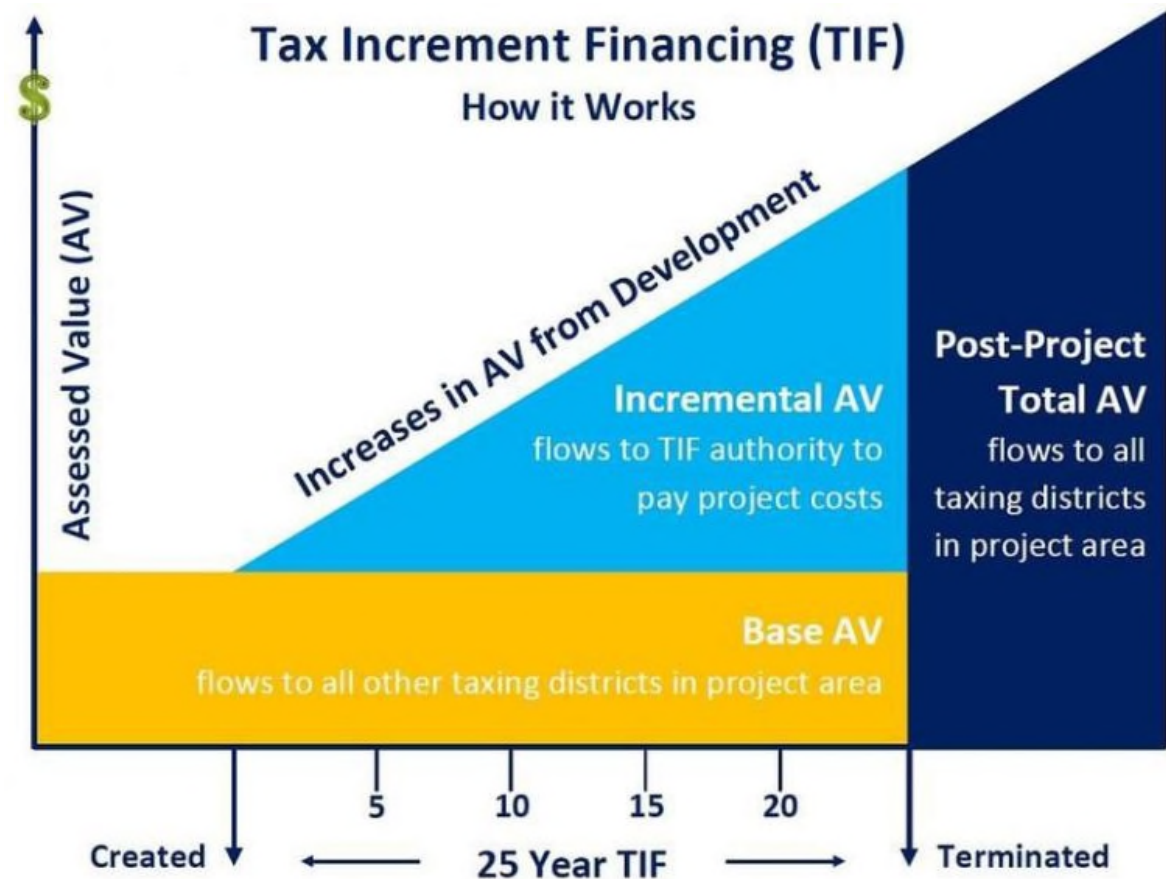
Tax Increment Financing (“TIF”) DEFINITIONS

- Tax Increment Financing (“TIF”): A tool which captures new assessed value and property taxes from new development in a designated allocation area. New assessed value is also referred to as incremental assessed value.
- Economic Development Area: An area with a plan to increase employment opportunities, attract new businesses, or retain or expand business.
- Allocation Area: A sub-area within an Economic Development Area. The Allocation Area designates which particular properties will be subject to TIF.



TIF – How Does It Work?

- Base AV – The Net Assessed Value of the allocation area at the time the allocation area is established.
- Incremental AV – Increases in assessed value after the allocation area is established.
- But-For Test – This test assures overlapping taxing units that capturing the incremental AV within each Allocation Area is essential for development to occur.
 - The incremental AV captured would not have occurred “but for” the creation of the various Allocation Areas.



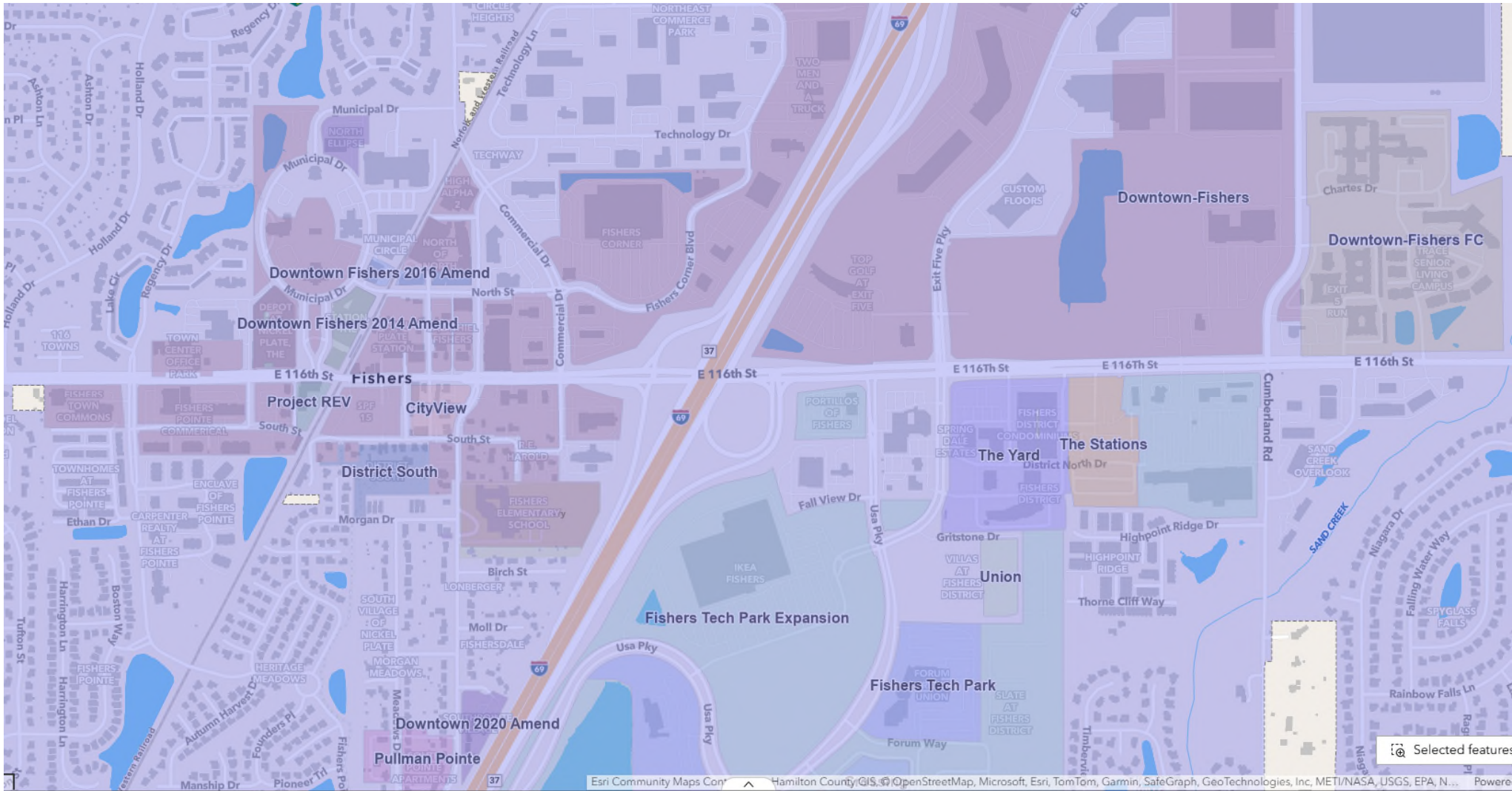
TIF – Impact on Overlapping Taxing Units

- The General Fund of school district's is not funded by property taxes since the Circuit Breaker law passed in 2008. Revenues for the school general fund are derived from state appropriations and not local property taxes. Annual funding for the school general fund is determined by the State tuition support formula.
- Referendum Funds – Referendum funds are exempt from circuit breaker impacts. By law, TIF increment AV contributes to the tax base of referendum funds.

Example: An allocation area is created for a multi-use property on what was undeveloped land. The base AV of the undeveloped land is \$100,000. The property when complete has a net assessed value of \$1,000,000.

		100,000		1,000,000	
		<u>Pre-TIF Taxes</u>	<u>Post-TIF Taxes</u>	<u>Change in</u>	
	<u>Taxing Unit</u>	<u>Tax Rate</u>	<u>Collected</u>	<u>Collected</u>	<u>Tax Revenue</u>
	Hamilton County	0.2737	273.70	273.70	0.00
	Fall Creek Township	0.0036	3.60	3.60	0.00
	Hamilton Southeastern Schools	0.8605	860.50	860.50	0.00
	Hamilton Southeastern Schools - Referendum Rates	0.2828	282.80	2,828.00	2,545.20
	Hamilton East Public Library	0.0477	47.70	47.70	0.00

TIF – Map of Select Areas



City of Fishers – TIF Districts

TIF District	TIF ID#	Gross Assessed Value	Net Assessed Value	Base Assessed Value	Incremental Assessed Value	Revenues	Expenses
Downtown	T29307	586,985,200	532,865,746	180,176,438	352,689,308	6,938,689	11,351,434
Allisonville Corridor	T29302	141,028,300	136,330,291	83,238,662	53,091,629	1,009,610	1,567,741
State Road 37	T29315	117,484,900	115,561,401	70,635,698	44,925,703	860,039	860,039
Saxony	T29311	86,380,800	72,938,125	10,332,197	62,605,928	1,167,419	1,167,419
116th St. Fishers	T29301	83,095,400	83,006,370	25,704,404	57,301,966	1,079,036	1,675,547
The Yard	T29322	80,693,900	80,693,900	1,235,285	79,458,615	1,559,007	1,501,261
Britton Park	T29303	67,402,900	67,402,900	2,413,338	64,989,562	1,314,180	1,499,805
FishersTech Park	T29309	65,871,900	63,505,300	13,919,445	49,585,855	923,205	1,433,570
Clarian	T29304	62,601,000	16,148,704	-	16,148,704	301,126	301,126
St. Vincent EDA	T29314	58,300,900	2,189,335	-	2,189,335	102,585	91,385
Pullman Pointe	T29324	23,234,900	23,234,900	1,396,305	21,838,595	532,212	532,212
The Stations	T29323	22,136,400	19,632,185	8,006,985	11,625,200	411,720	411,720
Crosspoint	T29306	22,025,000	22,025,000	1,770,374	20,254,626	383,351	383,351
Town	T29316	17,570,800	17,570,800	1,315,934	16,254,866	292,118	292,118
Central Indiana Orthopedics	T29320	12,530,400	12,530,400	142,531	12,387,869	227,082	227,082
Shops at Geist Pointe	T29312	11,647,500	11,647,500	1,352,730	10,294,770	191,968	191,968
Fishers Automotive EDA	T29308	8,881,600	8,881,600	3,508,255	5,373,345	101,519	101,519
River Place	T29310	3,134,400	3,134,400	1,916,631	1,217,769	31,264	31,264
96th Commercial	T29329	1,770,000	1,770,000	1,770,000	-	-	-
96th Residential	T29328	1,531,600	1,531,600	1,531,600	-	-	-
REV	T29330	1,021,300	1,021,300	1,021,300	-	-	-
Downtown PP	T29318	746,250	746,250	326,940	419,310	7,934	8,532
Village Center	T29317	580,000	580,000	521,685	58,315	1,087	1,087
Sun King PP	T29319	268,030	268,030	-	268,030	5,064	7,864
Commons	T29305	135,000	135,000	135,000	-	-	-
Sun King	T29313	24,500	24,500	24,500	-	-	-
Metropolitan Airport	T29321	-	-	-	-	-	-
126th and Cumberland	T29325	-	-	-	-	-	283,796
Highline	T29327	-	-	18,900	-	-	-
Andretti	T29328	-	-	-	-	-	-
District South	T29331	-	-	-	-	-	-
Cityview	T29332	-	-	-	-	-	-
Union	T29333	-	-	-	-	-	-
Crossing	T29334	-	-	-	-	-	-
Crossing Lot 3	T29335	-	-	-	-	-	-
Crossing Lot 5	T29336	-	-	-	-	-	-
Crossing Lot 6	T29337	-	-	-	-	-	-
		1,477,082,880	1,295,375,537	412,415,137	882,979,300	17,440,215	23,921,840

Per Gateway Calendar Year 2023 Data Submitted by April 2024

City of Fishers – TIF Debt

	Amount Outstanding (A)
County Option Income Tax Revenue Bonds, Series 2016	7,155,000
Taxable Economic Development Revenue Refunding Bonds, Series 2020 (Fishers Station Project)	11,540,000
Taxable Economic Development Revenue Bonds, Series 2018C (North of North Project)	19,345,000
Taxable Economic Development Revenue Bonds, Series 2016A (Downtown Projects)	13,585,000
Taxable Economic Development Revenue Bonds, Series 2019B	14,890,000
Taxable Economic Development Revenue Bonds, Series 2019A	17,080,000
Taxable Economic Development Revenue Bonds, Series 2024	27,305,000
Taxable Economic Development Revenue Bonds, Series 2024B	10,275,000
Taxable Redevelopment District Refunding Bonds, Series 2020	3,665,000
Redevelopment District Refunding Bonds, Series 2017A1	7,965,000
Redevelopment District Refunding Bonds, Series 2017C	2,300,000
Redevelopment District Refunding Bonds, Series 2017B	3,555,000
Taxable Economic Development Revenue Bonds, Series 2018A	8,215,000
Taxable Economic Development Revenue Bonds, Series 2018B	6,640,000
Taxable Economic Development Revenue Bonds, Series 2019C (The Stations Project)	4,575,000
Taxable Economic Development Revenue Bonds, Series 2022 (The Highline Project)	7,410,000
Taxable Economic Development Revenue Bonds, Series 2024C (Cityview Tax Increment)	7,680,000
	<u>173,180,000</u>
 Bond Anticipation Notes:	
Taxable Economic Development Revenue Bond Anticipation Notes, Series 2024	20,840,000
Taxable Lease Rental Revenue Bond Anticipation Notes, Series 2023	27,685,000
	<u>48,525,000</u>
 Total TIF Debt	<u>221,705,000</u>
 Developer Backed Debt (B):	
Taxable Economic Development Revenue Bonds, Series 2006A	4,915,000
Taxable Economic Development Revenue Bonds, Series 2008	965,064
Taxable Economic Development Revenue Bonds, Series 2008A	1,365,000
Midwestern Disaster Area Economic Development Revenue Bonds, Series 2011	1,250,000
Economic Development Revenue Bonds, Series 2017A (CIO Project)	4,495,000
Economic Development Revenue Bonds, Series 2017B (CIO Project)	1,840,000
Economic Development Revenue Bonds, Series 2021A (Pullman Pointe Project)	6,420,000
Taxable Economic Development Revenue Bonds, Series 2023A River Place Flats LLC Project)	21,196,000
	<u>42,446,064</u>

(A) Amount outstanding as of 1/22/25

(B) Debt is backed by Developer. City not responsible for debt service if there is a shortfall.

**BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at <https://fishersin.gov/agenda-center/>

John Weingardt, Chairperson
Cecilia Coble, Committee Member
Selina Stoller, Committee Member
John P. DeLucia, Committee Member
Bill Stuart, Committee Member

Meeting Date: 2/19/2025

RESOLUTIONS

1. R022425 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:

- ☒ Passage
☐ Non-Passage
☐ Amendment
☐ No Recommendation

2. R022425A - Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)

- ☒ Passage
☐ Non-Passage
☐ Amendment
☐ No Recommendation

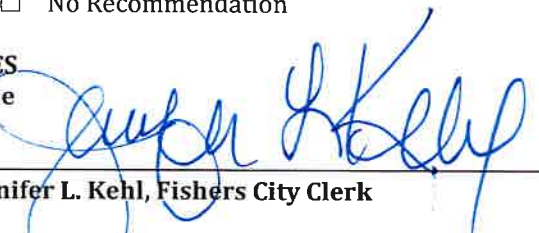
3. R022425B - A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/I-69 Economic Development Area to Designate Certain Designated Taxpayers:

- ☒ Passage
☐ Non-Passage
☐ Amendment
☐ No Recommendation

ORDINANCES

4. None

ATTEST:


Jennifer L. Kehl, Fishers City Clerk

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



Fishers Health Department Update – 02/24/2025

Health First Indiana

- HFI Funding for 2025, \$1,935,997.50, received. Requirements to report on Core Services with KPIS and metrics. Information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Approval for ongoing funding for 2026-2027 is dependent on state legislative approval during this budget session. Current proposal is a reduction of 33%.

Community Health Assessment and Annual Report

- Community Health and Wellbeing Survey pending imminent release. First Fishers Community Health Steering Committee set later this month.
- Annual report currently in draft form. Must be publicly released by April 15.

Culture of Health

- Sunday open gym time for school age kids in Fishers launched in January through partnership with Fishers Parks and HSE Schools. Well received by community with nearly 200 participants to date. Held Sundays through March 30, 2025, at Fishers Junior High. Follow on social media for more information.
- “Wellness Wander”, a passive installation with mental health tips is rotating through various Parks- have received very positive feedback! February Wellness Wander will remain at Billerica Park and focused on mental health, mindfulness and connection with nature.
- Assisting community partner to hold first triathlon in Fishers in 2025. Registration now open for Geist Half Marathon.

Core Health Services

- Immunizations & Testing: 195 patients seen for immunizations and testing services in December. Demand for tuberculosis testing increased (28). Zero COVID-19 and blood lead tests administered.
- Reportable conditions managed at a steady pace and monitored for outbreak potential. Active cases managed steady, decreased from 71 to 70.

Health Education

- 20 health education sessions offered in January to 2,547 individuals.
- Health Educator currently sees all students in grades K-1 and 3-8 at least once in the year. Additionally, all high school health classes and other classes on demand.
- Second Health Educator co-delivering select current school-based curriculum, revising community-based offerings, and becoming certified to offer Mental Health First Aid training for adults and youth.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Since launch, Stigma Free Fishers platform has had 18,868 unique users and 21,867 total sessions. January 2025 had 931 new users for 1,012 sessions with 56% of users under the age of 18. Most common topic centers, resources, and assessments used in January were on depression, anxiety, and alcohol use.

Environmental Health & Inspection

- Check out the [Food Grade and Inspection Dashboard](#) for most inspection reports. New 2025 grading just started for restaurants. Grades to date are: Permanent restaurants(110 A, 5 B, 1 C, and 255 to be graded).
- Environmental health inspector now certified to teach Certified Pool Operator courses. Will begin offering in Spring, 2025.



Community Outreach and Social Media

- Follow us on Facebook, X and Instagram to help us get the word out on the great work we are doing, or sign up [here](#) to receive updates in your inbox.

Public Health Social Work

- Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more. January had 128 unique individuals with 182 encounters and 154 referrals to community resources.
- All FPD emergency detentions are automatically referred into program to assist with mental health crises. Social worker handles all referrals. 166 individuals referred in 2024.
- Fall prevention program: Continuing recruitment for in-home risk assessments, minor modifications and referrals to reduce risk. Community Health Advocate trained in evidence-based program *SteppingOn* to offer residents structured courses to reduce fall risk. First course begins in April.
- Social needs assessment to identify barriers to physical, mental, and social well-being offered daily in clinic. Program offers on-site social work support to any clinic patient with referrals to organizations for support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy. 25 people completed a needs assessment in January.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and the Food and Drug Administration. These grants support: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections. Some grants ending mid-year (6/30/2025) with continued funding support unknown at this time, due to changes at federal level. Plans for anticipated reductions should not impact 2025 activities.
- School-based student-led club grant portal open and receiving grant proposals. Initial funding provided by Indy Fuel owner, Jim Hallett. First grants have been awarded on student wellness and resiliency (\$250), healthy activities and habits (\$500), socialization support for residents of nursing homes (\$500), and community belonging (\$500). All school-based clubs eligible to apply for awards up to \$500 per school year for health or service-focused projects. More information and application portal here: <https://health.fishersin.gov/resources/school-health-club-grant-program-2/>
- Health department distributes contracts to community agencies focused on access to care and prevention efforts. Current contract with: \$20,000 for Shepherd's Center of Hamilton County. Funding source for these efforts is Health First Indiana Funds. Previous recipients include Breathe Easy Hamilton County and Trinity Free Clinic.
- FHD has distributed \$150,000 to the HSE Foundation to support an expansion of Project Hope. This expansion allows increased access to mental health services provided through school-based therapists for students in need. FHD has also distributed \$2,800 to support truancy prevention classes at HSE schools.
- All health department contracts are posted here: <https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> for 30 days before signature per Indiana Code.

Open Positions

- Selected as host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Opportunity is currently posted.
- All available positions are posted for a minimum of 30 days here: <https://www.governmentjobs.com/careers/fishersin> and here: <https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> per Indiana Code.



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

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BEFORE 12PM ON Monday, January 13, 2025, BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form.

BOARD/COMMISSION: City Council Meeting

DATE: 1/13/2025

DIRECTIONS: City Hall 1 Municipal Drive, Fishers, IN 46037

WORK SESSION, 6:15 p.m. – 7:00 p.m., City Hall, Nickel Plate Conference Room, 3rd Floor

- Rental Registration Program

REGULAR CITY COUNCIL MEETING, 7:00 p.m., City Hall, Theater

1. Meeting Called to Order with the Pledge of Allegiance

2. Announcements:

3. Proclamations:

4. Presentations:

a. Employee Service Award

i. 30 Years:

David Seward

ii. 25 Years:

Randy Kelly

Ronnie Sawyer

iii. 20 Years:

Lori Mench

Anthony Zentz

Patrick Keith

Josh Mehling

William Ross

Todd Thornton

Daniel Ebbert

Matthew Harvey

David Flynn

iv. 15 Years:

Steven Orusa

5. Council Committee Reports

a. Finance Committee Report

6. Department Reports

a. Health Department Report



7. Council Business

- a. 2025 - Selection of Council Leadership & Appointments to Non-Standing Committees:

8. Consent Agenda:

- a. Request to approve the previous meeting minutes from the **December 16, 2024**, Fishers City Council meeting.
- b. **R011325** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

REGULAR AGENDA

Business/ Financial

Economic Development

Government/Miscellaneous

- 9. **121624** - Request to approve an amendment to Chapter 98 of the City of Fishers Code of Ordinances (Noise) - **2nd and 3rd Reading**
- 10. **011325** - Request to Approve an Amendment to Chapter 51 of the City of Fishers Code of Ordinances (Sewer Use) - **1st Reading**
- 11. **011325A** - Request to Approve an Amendment to the 2025 Salary Ordinance - **1st, 2nd, and 3rd Reading**

Planning & Zoning

- 12. **111824** - Consideration of a rezone of 44.42 acres from R2 to PUDR, known as the Balmoral Village PUD. (RZ-24-3) - **Final Reading**

Annexations

- 13. **090924C** - Request to Approve an Ordinance Annexing Territory to the City of Fishers, Placing the Same within the Corporate Boundaries of the City of Fishers and Making the Same a Part of the City of Fishers (Southeast Fishers Annexation) - **2nd and 3rd Reading**

REGULAR ITEMS

- 14. Any other Unfinished / New Business
- 15. Community Comment
- 16. Meeting Adjournment

**Fishers City Council
Minutes
January 13, 2025**

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

BOARD/COMMISSION: City Council Meeting

DATE: 1/13/2025

DIRECTIONS: City Hall 1 Municipal Drive, Fishers, IN 46037

WORK SESSION, 6:15 p.m. – 7:00 p.m., City Hall, Nickel Plate Conference Room, 3rd Floor

- Rental Registration Program
- President Pete Peterson called the meeting to order at 6:15 p.m. Present were John DeLucia, John Weingardt, Todd Zimmerman, Cecilia Coble, Bill Stuart, Brad DeReamer, Tiffanie Ditlevson, and Selina Stoller. Others present were Mayor Scott Fadness, City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Chris Greisl, Jordin Alexander, Ross Hilleary, Ashley Elrod, Josh Huser, Larry Lannan and Geoff Tease.
- Jordin Alexander gave her presentation to the city council members. The presentation is attached.

REGULAR CITY COUNCIL MEETING, 7:00 p.m., City Hall, Theater

1. Meeting Called to Order with the Pledge of Allegiance

- President Pete Peterson called the meeting to order at 7:00 p.m. Present were John DeLucia, John Weingardt, Todd Zimmerman, Cecilia Coble, Bill Stuart, Brad DeReamer, Tiffanie Ditlevson, and Selina Stoller. Others present were Mayor Scott Fadness, City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Chris Greisl, Jordin Alexander, Lindsey Bennett, Ross Hilleary, Ashley Elrod, Megan Baumgartner, Lisa Bradford, Jeremy Schmitt, Hatem Mekky, Josh Huser, Larry Lannan, Amy Perry, Anand Bemra, Sue Anthony Follmar, Jack Follmar, Georgia Perry Scott Boosters, Bob Golobish, Amy Klus, Conner Klis, Denise Thomason, Ross Reinhardt, and Geoff Tease.

2. Announcements: NONE

3. Proclamations: NONE

4. Presentations:

a. Employee Service Award

i. 30 Years:

David Seward

ii. 25 Years:

Randy Kelly

Ronnie Sawyer

iii. 20 Years:

Lori Mench

Anthony Zentz

Josh Mehling

Patrick Keith

William Ross

Todd Thornton

Daniel Ebbert

Matthew Harvey

David Flynn

iv. 15 Years:

Steven Orusa

- **Newly appointed Fire Chief Ky Ragsdale presented the firefighters present with their Employment Service Awards.**
Assistant Fire Chief's Mike Taylor and Lucas Gannon presented his police officers present with their Employment Service Awards. Council Committee Reports

5. Council Committee Reports

- a. Finance Committee Report
 - The report is attached.
 - John Weingardt gave an overview of the Finance Committee meeting.
- b. Rules Committee Report
 - The report is attached.
 - Selina Stoller gave an overview of the Rules Committee meeting.

6. Department Reports

- a. Health Department Report
 - The report is attached.

7. Council Business

- a. 2025 - Selection of Council Leadership & Appointments to Non-Standing Committees:
 - John Weingardt made a motion to approve Council Leadership and Appointments. John Delucia seconded the motion. There was no monstrance, and all members voted yay. The motion passed.

8. Consent Agenda:

- a. Request to approve the previous meeting minutes from the **December 16, 2024**, Fishers City Council meeting.
- b. **R011325** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
 - John Weingardt made a motion to approve the Consent Agenda. Tiffanie Ditlevson seconded the motion. There was no monstrance, and all members voted yay. The motion passed.

REGULAR AGENDA

Business/ Financial

- NONE

Economic Development

- NONE

Government/Miscellaneous

- 9. **121624** - Request to approve an amendment to Chapter 98 of the City of Fishers Code of Ordinances (Noise) - **2nd and 3rd Reading**

- Assistant Chief Mike Taylor came forward to answer any questions concerning the noise ordinance.
- John Weingardt made a motion to approve ordinance **121624**. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

10. 011325 - Request to Approve an Amendment to Chapter 51 of the City of Fishers Code of Ordinances (Sewer Use) - **1st Reading**

- Jeremy Schmitt gave his presentation on Sewer Use to the council members.
- John Weingardt made a motion to have the 1st Reading on ordinance **011325**.

11. 011325A - Request to Approve an Amendment to the 2025 Salary Ordinance - **1st, 2nd, and 3rd Reading:**

- Lindsey Bennett gave her presentation to the council members.
- John Weingardt made a motion to approve ordinance **011325A**. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Planning & Zoning

12. 111824 - Consideration of a rezone of 44.42 acres from R2 to PUDR, known as the Balmoral Village PUD. (RZ-24-3) - **Final Reading**

- Ross Hilleary gave his presentation to the council members. The price range of the townhomes will be in the upwards of \$400K-\$500K and the homes will be in the upwards of \$500K-\$700K.
- John Weingardt made a motion to approve ordinance **111824**. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Annexations

13. 090924C - Request to Approve an Ordinance Annexing Territory to the City of Fishers, Placing the Same within the Corporate Boundaries of the City of Fishers and Making the Same a Part of the City of Fishers (Southeast Fishers Annexation) - **2nd and 3rd Reading**

- Lindsey Bennett gave her presentation to the council members.
- Bill Stuart made a motion to approve ordinance **090924C**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

REGULAR ITEMS

14. Any other Unfinished / New Business

- Mayor Scott Fadness asked Hatem Mekky to speak on the 96th Street and Allisonville Roundabout.
- Hatem Mekky came forward and stated the city is aware of the challenges. The increased traffic is due to the construction around us. (Keystone Ave. and 465). The detour though 96th street and Allisonville has caused about a 20% increase in traffic. The city is currently working with their traffic liaison on the issues. They are getting ready to get an update on traffic counts. They accidents that have happened are due to failure to yield and illegal lane changes.

15. Community Comment

- Ross Reinhardt came forward to thank Public Works on the snow removal. He would like the city to put together a snow plan for the trails for bike traffic. He also wanted the council to take note of Senate Bill 323.
- Amy Perry of 106 Chippenham Lane came forward to speak on the invasive plants in Richie Woods. She distributed a handout to the council members.
- And Bemra of 103 Heady Court, came forward to speak on a Hindu SS event coming up soon.

16. Meeting Adjournment

- Selina Stoler made a motion to adjourn the meeting. Todd Zimmerman seconded the meeting. There was no remonstrance, and all members voted yay. The motion passed.
- The meeting as adjourned at 8:35 p.m.

Respectfully Submitted,



Jennifer L. Kehl
Fishers City Clerk



Rental Registration Program

Work Session

1/13/2025

Background

Single Family Rentals are a Growing Segment of the Rental Market

Nationally, single-family rentals are among the rental market's fastest growing sectors

Locally:

- **Current Single-Family Rentals in Fishers: 2522***
- From 2020-2040, a considerable percentage of older single-family homes that are currently owner occupied, will enter rental status (**2022 Housing Study**)
- The City currently does not maintain any inventory on single family rentals in Fishers

***SF Rentals represent 8% of all single-family homes in Fishers, 30% of all rental units in Fishers**

Background

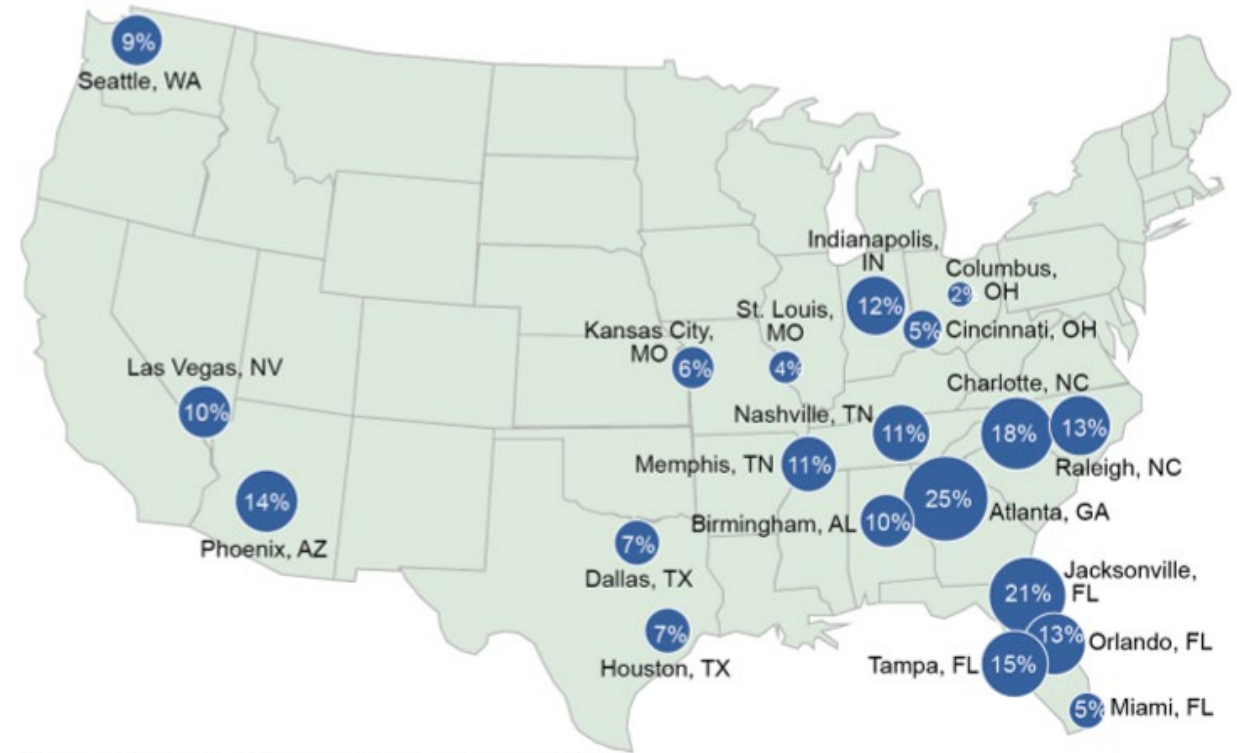
Ownership of Single-Family Rentals:

Increasing number of national single family rental companies and out of town investors are managing rental operations in Fishers (2022 Study)

As of 1/6/2025:

- **1186** Out of State Landlords (47%)
- **583** Institutional/ Corporate Investors (25%)
- **Nationally:** 3.8% of SF Rentals owned by Institutional Investors*

Estimated Share of the Single-Family Rental Market Held by Investors with over 1,000 Homes in Selected Areas, as of 2022



Source: GAO analysis of Urban Institute data. | GAO-24-106643

Note: For more details, see fig.6 in GAO-24-106643.

Implications for the City

Quality Single Family Rental Stock

→ **2022 Study:** Imperative the City maintain a high-quality rental stock.

Single Family Home Ownership Opportunities

→ Ownership in the community and its longevity & vibrancy

2022 Study Recommendation:

Initiate a rental registration program, to maintain a real time inventory of rental homes with key property information to ensure code compliance and welfare of tenants.

Proposal:

Rental Registration + Rental Permit Cap

Proposed Ordinance & Program

Objective:

To maintain the vibrancy and stability of neighborhoods in Fishers by ensuring code compliance and welfare of tenants of **single-family rental units**, while supporting home ownership opportunities in Fishers.

1 Registration & Permitting Requirement

- All single- family rentals in Fishers will require registration and a permit
- Registration = Application for Permit
- Permits will not expire (unless revoked for violations), until ownership of the property changes

2 Rental Permit Cap

- Permits will only be issued to units, if there exists less than 10% of home rental unit permits in a subdivision
- Legacy Rentals (prior to effective date of ordinance) will not be subject to the 10% cap

Key Elements of Program

Data & Technology Infrastructure

- Identify Rentals & Ensure Registration

Proposed Compliance & Enforcement

- Failure to Register Single Family Rental Unit → Subject to Fine
- Prospective Rentals Over 10% Subdivision Permit Cap → Permit Application Denied (Administrative Exceptions will Exist)
 - Legacy Rentals: Any Rentals Existing Prior to Effective Date, Not Subject to Permit Cap
 - Expiration: Permits will only expire with ownership changeover.
- Inspections: Valid Complaint Driven

Property Status Verification

- Prospective Landlords/ Rental Properties → Real Time Verification of Rental Permit Availability

Education & Outreach

Proposed Timeline

- **1-3 Month:** Work Session/ Ordinance Approval
- **Registration Go Live Following Ordinance Approval**
- **Introduction Period:**
 - 10-12-month introduction period to allow for landlords to register properties and receive permit.
 - Education Period
 - HOA Outreach
 - Send Notices to Landlords of Upcoming Change
- **Permit Cap:** “Go live” 90 days after ordinance approval to allow for any transactions in progress to be complete.
- **Following 10-12 Month Transition:** Go Live Date, Enforcement of Registration Begins

Next Steps

- **Ordinance to City Council (February or March)**
- **HOA Meetings**
- **Engaging Stakeholders**

DATE:

JANUARY 13, 2025

PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1 GEOFF TEASE	PARKSHORE POA
2 Sesh Hise	12863 Shakespeare Way
3 Amy Perry	106 Chippenham Ln. Fishers
4 ANAND BEMRA	103 HEADY CT, FISHERS
5 Sue Anthony Follmar	Regency Windsor
6 Jack Follmar	Regency Windsor
7 Georgia Perry	Carmel, IN
8 Scott BOOSTER	Noblesville, IN
9 Bob Golobish	7271 Woffe Dr, Fishers, IN 46038
10 Amy KLUS	10531 Serra Vista Pt 46040
11 Comer Klus	10531 Serra Vista Pt 46040
12 Denise Thomason	10777 Burning Ridge LN 46037
13 Ross Reinhardt	Resident
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City of Fishers Finance Committee
Minutes
January 08, 2025

BOARD/COMMISSION: City of Fishers Finance Committee

DATE: 01/08/2025

DIRECTIONS: Fishers Municipal Center: Nickel Plate Conference Room, 1 Municipal Drive,
Fishers, IN 46038

FINANCE COMMITTEE MEETING, 5:00 P.M., 3RD FLOOR, NICKEL PLATE CONFERENCE ROOM

1. Meeting Called to Order

- o Chairman John Weingardt called the meeting to order at 5:00 p.m. Present were Cecilia Coble, Selina Stoller, John DeLucia, and Bill Stuart.
- o Others present were City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Todd Zimmerman, Beth Hampshire, Jake Reardon McSoley, and Mike Lindbloom.

2. Announcements: None

3. Consent Agenda:

- a. Request to review the previous meeting memoranda: **Minutes for December 11, 2024**
 - Bill Stuart made a motion to approve the December 11, 2024, minutes. Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
- b. **R011325** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:
 - John DeLucia made a motion to approve resolution **R011325**. Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

RESOLUTIONS:

4. None

ORDINANCES:

5. None

Regular Items

6. Any other Unfinished / New Business

a. Community Center Discussion

- Jake Reardon McSoley and Mike Lindbloom gave a brief overview of the progress of the Community Center. They presented projections of income and expenses for the next 5 years and Membership Fee suggestions. Pre-sale for memberships should begin in February.

8. Meeting Adjournment

- Bill Stuart made a motion to adjourn the meeting. Jon DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
- The meeting was adjourned at 5:30 p.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk

**BUDGET & FINANCE COMMITTEE REPORT
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

* This is a Report of the Budget & Finance Committee. Minutes of the committee meeting can be found online at <https://fishersin.gov/agenda-center/>

John Weingardt, Chairperson
Cecilia Coble, Committee Member
Selina Stoller, Committee Member
John P. DeLucia, Committee Member
Bill Stuart, Committee Member

Meeting Date: 1/8/2025

RESOLUTIONS

- 1. R011325 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:**

- ☒ Passage
☐ Non-Passage
☐ Amendment
☐ No Recommendation

ORDINANCES

- 2. None**

ATTEST:



Jennifer L. Kehl, Fishers City Clerk

This instrument was prepared by: Lindsey M. Bennett, Corporate Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.

**Rules Committee
Minutes
January 13, 2025**

Selina Stoller called the meeting to order at 6:00 p.m. Present were Bill Stuart, Tiffanie Ditlevson, Celica Coble and John Weingardt. Others present were City Clerk Jennifer Kehl and Larry Lannan.

Selina Stoller called for a motion to approve the Selection of Council Leadership & Appointments to Non-Standing Committees.

- John Weingardt made a motion to approve the Selection of Council Leadership & Appointments to Non-Standing Committees. Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Adjournment:

Bill Stuart made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

The meeting was adjourned at 6:02 p.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk



To: Cecilia Coble, President
From: Selina Stoller, Rules Committee Chair
Date: January 13, 2025
Re: 2025 City Council Boards & Commissions Appointments

Finance Committee

John Weingardt
Cecilia Coble
Todd Zimmerman
John P. DeLucia
Bill Stuart

Rules Committee

John Weingardt
Tiffanie Ditlevson
Selina Stoller
Bill Stuart



To: Cecilia Coble, President
From: Selina Stoller, Rules Committee Chair
Date: January 13, 2025
Re: 2025 City Council Boards & Commissions Appointments

Board of Zoning Appeals (BZA) Fishers

Appointment type	Appointing	Term
Resident	Tom Grinslade	3-year term

Fishers YMCA Branch Board

Appointment type	Appointing	Term
Resident	Naureen Ahmed	1-year term
Resident	Brendan Murphy	1-year term
Resident	Josh Palmer	1-year term

Nickel Plate Review Committee

Appointment type	Appointing	Term
City Councilor	Selina Stoller	2-year term
Resident	Rich Block	2-year term

Planned Unit Development (PUD) Committee

Appointment type	Appointing	Term
City Councilor	Pete Peterson	1-year term

Redevelopment Commission

Appointment type	Appointing	Term
Resident	Dan Canan	1 year term
Resident	Brad Johnson	1-year term



Riverplace PUD Committee

Appointment type	Appointing	Term
City Councilor	John Weingardt	1-year term
Resident - Architect	Shawn Curran	1-year term
Resident	Drew Bender	1-year term



Fishers Health Department Update – 01/13/2025

Health First Indiana

- HFI Funding for 2025, \$1,935,997.50, received. Requirements to report on Core Services with KPIS and metrics. Information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Approval for ongoing funding for 2026-2027 will be dependent on state legislative approval during 2025 budget session.

Community Health Assessment

- Data analysis draft complete. Will be disseminating community survey January – February 2025 and forming steering committee as next steps to gather community input.

Culture of Health

- Preparing to launch Sunday open gym time for school age kids in Fishers, in coordination with Fishers Parks and HSE Schools. Will be held at Fishers Junior High. Follow on social media for more information.
- “Wellness Wander,” a passive installation with mental health tips is rotating through various Parks is at Billerica Park in January.
- Assisting community partner to hold first triathlon in Fishers in 2025. Registration is now open for 2025 Geist Half Marathon.

Core Health Services

- Immunizations & Testing: 219 patients seen for immunizations and testing services in December. Demand for tuberculosis testing increased (21). Zero COVID-19 and blood lead tests administered. 2024 totals: 3,152 patients seen for immunization and testing services; 6,648 immunizations, 591 TB tests, 8 lead tests and 11 COVID-19 tests administered.
- Reportable conditions managed at a steady pace and monitored for outbreak potential. Active cases managed increased from 71 to 86. 2024 totals: 338 total investigations and 272 confirmed, probable or suspected cases.

Health Education

- 12 health education sessions offered in December to 1,730 individuals (174 sessions with 19,090 individuals year to date).
- Health Educator currently sees all students in grades K-1 and 3-8 at least once in the year. Additionally, all high school health classes and other classes on demand.
- New health educator hired- will allow for expansion of education offerings to wider community.

Mental Health

- StigmaFree Fishers platform & Community Resource List continue to see increase in usage and awareness. Since launch 17,698 unique users and 20,549 total sessions. 2024 year 10,297 unique users with 11,768 sessions, of which 10,244 users are new from 2023. Most users from Fishers and surrounding area, female, and younger than 25 years of age. 48% of users under age 18, 69% under age 24. Most common topic centers, resources, and assessments used in 2024 on depression, anxiety, and alcohol use.

Environmental Health & Inspections

- Check out the [Food Grade and Inspection Dashboard](#) for most recent grades and inspection reports. 2025 inspections and grading just started.
- Environmental health inspector now certified to teach Certified Pool Operator courses. Will begin offering in Spring, 2025.





Community Outreach and Social Media

- Follow us on Facebook, X and Instagram to help us get the word out on the great work we are doing!

Public Health Social Work

- Social worker and community health advocates connecting residents to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more. December 2024 had 72 unique individuals with 97 encounters and 105 referrals to community resources. 2024 totals: 1,505 encounters, 944 unique individuals and 1,005 referrals to community resources.
- All FPD emergency detentions are automatically referred into program to assist with mental health crises. Social worker handles all referrals. 166 individuals referred in 2024.
- Fall prevention program: Continuing recruitment for in-home risk assessments, minor modifications and referrals to reduce risk. Community Health Advocate trained in evidence-based program SteppingOn to offer residents structured courses to reduce fall risk. First course for residents scheduled to begin April 2025.
- Social needs assessment to identify barriers to physical, mental, and social well-being offered daily in clinic. Program offers on-site social work support to any clinic patient with referrals to organizations for support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy. 534 individuals completed a needs assessment in 2024.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and the Food and Drug Administration. These grants support: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections.
- FHD has applied for grant funding from the USDA in partnership with HSE schools and Fishers AgriPark to support an additional greenhouse to provide fresh, locally grown produce to HSE schools' school lunch program. Produce would be in-part grown with HSE student assistance.
- School-based student-led club grant portal now open and receiving grant proposals. Initial funding provided by Indy Fuel owner, Jim Hallett. First grants have been awarded. All school-based clubs eligible to apply for awards up to \$500 per school year for health or service-focused projects. More information and application portal here: <https://health.fishersin.gov/resources/school-health-club-grant-program-2/>
- Health department distributes contracts to community agencies focused on access to care and prevention efforts. Current contracts with: Shepherd's Center of Hamilton County, Trinity Free Clinic, and Breathe Easy Hamilton County. Funding source for these efforts is Health First Indiana Funds.
- FHD has distributed \$150,000 to the HSE Foundation to support an expansion of Project Hope. This expansion will allow increased access to mental health services provided through school-based therapists for students in need. FHD has also distributed \$2800 to support truancy prevention classes at HSE schools.
- All health department contracts are posted here: <https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> for 30 days before signature per Indiana Code.

Open Positions and Compliance

- Selected as host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Will post opportunity February 2025.
- All available positions are posted for a minimum of 30 days here: <https://cityoffishers.hrmdirect.com/employment/job-openings.php?search=true&>
- All contracts are posted here: <https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> per Indiana Code.

Form Name:	Public Meeting Comment Form
Submission Time:	January 2, 2025 2:28 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	154.47.25.114
Unique ID:	1301622075
Location:	41.8874, -87.6318

Name	Angela Hoess
Address	12584 Largo Dr. Fishers, IN 46037
Email	akhoess@gmail.com
Subdivision or business name	Gray Eagle
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jan 13, 2025
Project Name/Resolution Number	noise ordinance amendment
Comment	I saw the recent "Current in Fishers" article about the proposed noise ordinance amendment, and I would like to give my support to it. As an audiologist with experience in hearing conservation and the gradual, painless, but permanent effects of noise exposure on hearing/quality of life/sleep, I agree with the decibel levels noted. As a resident, I am happy that a huge public health issue is being addressed by my city. And I was pleased to read how residents can report noise issues, and wish that would be widely shared. Enforcement will be much easier for our law enforcement staff when people have an easy way to report problems.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	January 9, 2025 3:41 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	76.139.33.77
Unique ID:	1303803897
Location:	39.9594, -86.0199

Name	Amy Perry
Address	106 Chippenham Lane 106 Chippenham Lane Fishers, IN 46038
Email	amyperryindy@yahoo.com
Subdivision or business name	Ritchey Woods
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jan 13, 2025
Project Name/Resolution Number	RZ-24-3
Comment	Given that the new development is very close to Ritchey Woods Nature Preserve, with only the airport in between, I request that the developer be required to use downward-facing lights during construction and in the final development. Lights that face upward confuse nocturnal creatures such as owls and migrating birds and cause deaths of birds. In early 20-23, the Andretti Global headquarters removed the original lights on the existing barn on their property and replaced them with downward-facing lights. The businesses along Hague Road, on the opposite side of Ritchey Woods from the airport, use downward-facing lights. Thank you for listening.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	January 13, 2025 2:20 pm
Browser:	Chrome 131.0.0.0 / OS X
IP Address:	209.160.198.202
Unique ID:	1304862044
Location:	39.9086, -86.121

Name	McKenzie Lynch
-------------	----------------

Address	10263 cloverbank dr Fishers , IN 46040
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Email	mckenzielynch9@gmail.com
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Subdivision or business name	N/A
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Please select the meeting to which you would like to submit a public comment	City Council
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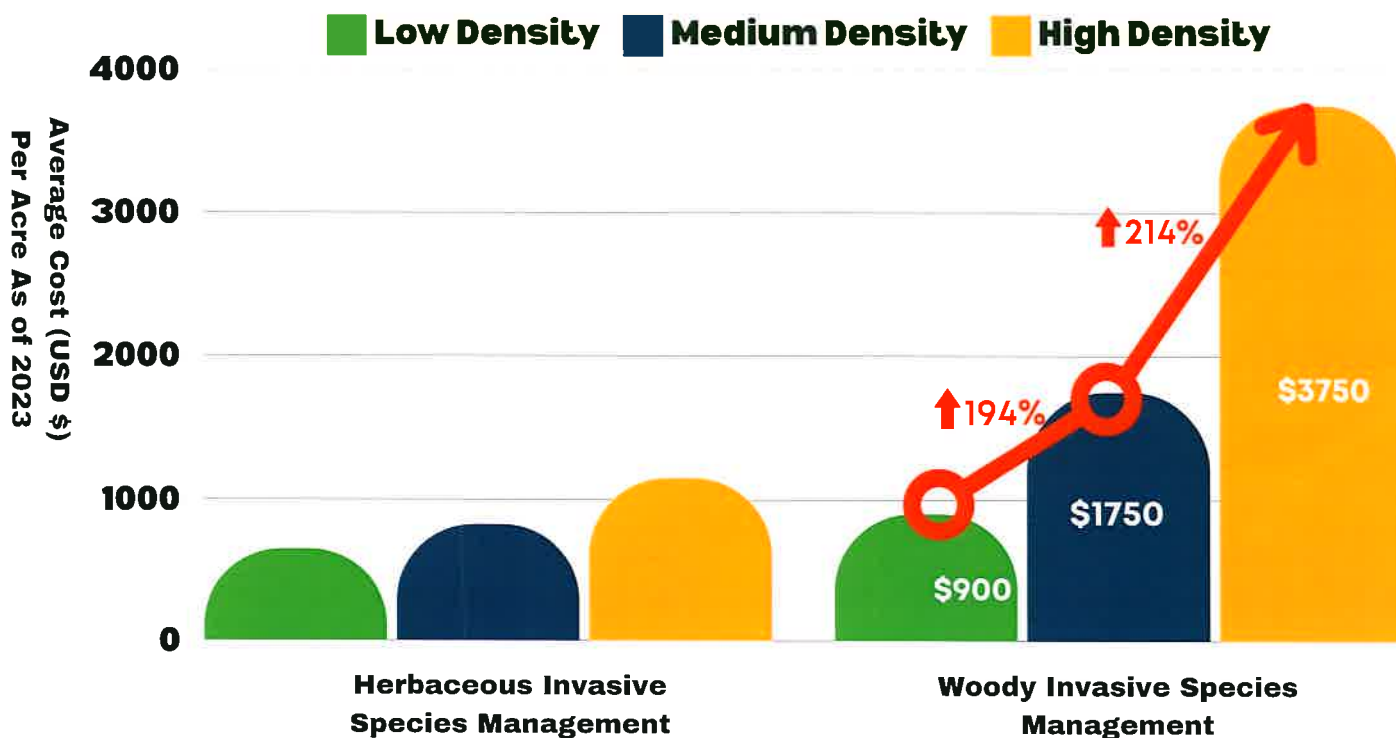
Meeting Date	Jan 13, 2025
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Project Name/Resolution Number	Change for Florida Road and Southeastern Parkway
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Comment

I reside at 10263 Cloverbank drive, Fishers, IN. I understand that a roundabout has been put in at 126th and Southeastern Parkway. For me, the student drivers, and the residents of Fishers Indiana, I want to petition to put in a stop light and/or a roundabout at the crossroads of Southeastern Parkway and Florida Road. While I thought a four-way traffic light would have been more beneficial, I really just want a solution, or some control over the intersection. This has been an issue for me recently, as I have been a resident of Fishers for some time, and plan on living here in the future. Watching this area populate itself, going from quiet countryside to bustling city roads, this has now further escalated traffic. Due to this recent change, it has added an extra 15 minutes to my commute to school in the morning. Along with the speed bump also recently put in on 126th street, that has added another 15. With the ridiculous traffic build up from Florida Road to 126th street to the athletic entrance of HSE high school, it's become time consuming to live my regular day-to-day life. With the overpopulation now in the area, and getting to school on time, it is my senior year and the most important; I just cannot afford to be late. I also believe the area is not equipped for the newly constructed homes and the anticipated influx of people. With all the new neighborhoods, the area is becoming crowded, and there must be some way to accommodate for that. The roads have not been updated either, except for the roundabout. Congested traffic may put lives at risk as well. Florida road is a two-lane road and there has been no way to accommodate for that. With the children and bikers, this traffic may be threatening a life. I ask this with kindness and great hope that the city of fishers will consider its patrons and recognize this issue with care. I hope that even if it's not a stoplight, that ultimately a solution is found, because like you, I care for the functional state of Fishers Indiana, and that we can support the city with its fast-growing population.

The Cost of Waiting



Fast growth is a key characteristic of most invasive species. This fast growth does more than destroy ecosystems, it gives us less time to react before the cost to remove becomes unaffordable. Native forests take decades to grow and mature, but an invasive species infestation can take over in just a few years.

This data was collected by averaging estimates for similar work from ecological restoration firms in the Indianapolis area. These estimates are only for the removal of invasive species and do not factor in restoration costs.

There's No Time Like the Present

If you plan on managing invasive species on your property, it is hard to deny the benefits of getting started early.

Lower costs, greater benefit to local ecosystems, quicker recovery times, easier work, the list goes on and on. The biggest thing getting in our way is taking that first step, so next time you take a look at your budget to decide if now is the right time to start removing invasive species ask yourself this; Can you afford not to?



Need Help?

Hamilton County, IN land owners can contact Hamilton County SWCD for free technical assistance.



soil.water@hamiltoncounty.in.gov



(317) 773-2181





Council Action Form

MEETING DATE	February 24, 2025			
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 #: R022425	
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.		
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	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT										
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND										
2025	02	49	02/25/2025	RECREA	R022425	BUA REC NobleB	1	1		
1	10107010	43100		General Fund - Parks & Rec	Professional Services		1,450,216.34	-49,500.00	1,400,716.34	
	1010.701.00.000.43100.				PO for Noble Build		02/25/2025			
2	10107010	44920		General Fund - Parks & Rec	Capital Expenses		.00	49,500.00	49,500.00	
	1010.701.00.000.44920.				PO for Noble Build		02/25/2025			
								** 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 DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	2	49												
BUA	10107010-43100									Professional Services	5			49,500.00
	02/25/2025	REC	NobleB	RECREA	R022425					PO for Noble Build				
BUA	10107010-44920									Capital Expenses	5		49,500.00	
	02/25/2025	REC	NobleB	RECREA	R022425					PO for Noble Build				
										JOURNAL 2025/02/49	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	02	2 02/25/2025	PW	R022425	BUA PWCapExp	1	1			
1	10109012	43100		General Fund - PW Buildings	Professional Services		3,187,510.00	-150,000.00	3,037,510.00	
	1010.901.92.000.43100.				Anticipated Capital Expenses		02/25/2025			
2	10109012	44400		General Fund - PW Buildings	Improve't Other than Buildings		.00	150,000.00	150,000.00	
	1010.901.92.000.44400.				Anticipated Capital Expenses		02/25/2025			
3	10109013	43100		General Fund - PW Parks	Professional Services		828,745.00	-150,000.00	678,745.00	
	1010.901.93.000.43100.				Anticipated Capital Expenses		02/25/2025			
4	10109013	44400		General Fund - PW Parks	Improve't Other than Buildings		.00	150,000.00	150,000.00	
	1010.901.93.000.44400.				Anticipated Capital Expenses		02/25/2025			
5	20109011	43100		MVH - PW Streets	Professional Services		483,700.00	-150,000.00	333,700.00	
	2010.901.91.000.43100.				Anticipated Capital Expenses		02/25/2025			
6	20109011	44400		MVH - PW Streets	Improve't Other than Buildings		.00	150,000.00	150,000.00	
	2010.901.91.000.44400.				Anticipated Capital Expenses		02/25/2025			
7	20209011	43100		LR&S PW Streets	Professional Services		1,102,500.00	-150,000.00	952,500.00	
	2020.901.91.000.43100.				Anticipated Capital Expenses		02/25/2025			
8	20209011	44400		LR&S PW Streets	Improve't Other than Buildings		.00	150,000.00	150,000.00	
	2020.901.91.000.44400.				Anticipated Capital Expenses		02/25/2025			
** 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 DESC	LINE DESC	T	OB	DEBIT	CREDIT
2025	2	2													
BUA	10109012-43100									Professional Services		5			150,000.00
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5		150,000.00	
BUA	10109012-44400									Improve't Other than Buildings		5			
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5			150,000.00
BUA	10109013-43100									Professional Services		5			150,000.00
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5		150,000.00	
BUA	10109013-44400									Improve't Other than Buildings		5			
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5			150,000.00
BUA	20109011-43100									Professional Services		5			150,000.00
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5		150,000.00	
BUA	20109011-44400									Improve't Other than Buildings		5			
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5			150,000.00
BUA	20209011-43100									Professional Services		5			150,000.00
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5		150,000.00	
BUA	20209011-44400									Improve't Other than Buildings		5			
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		5			150,000.00
JOURNAL 2025/02/2											TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

RESOLUTION NO. R022425

**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. 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 24th day of February, 2025.

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

R022425

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 24th day of February 2025 at p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL



Scott A. Fadness, Mayor

 February 24, 2025
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, Corporation Council, 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. R022425

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

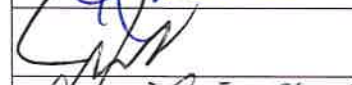
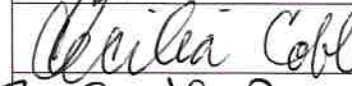
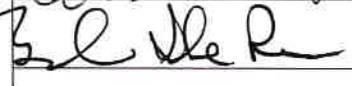
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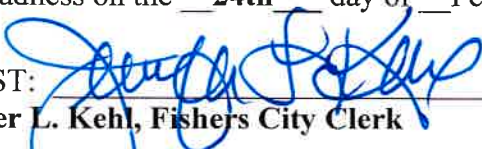
ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 24th day of February, 2025.

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

R022425

YAY		NAY	ABSTAIN
	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February 2025 at 8:09 p.m.

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk



MAYOR'S APPROVAL


Scott A. Fadness, Mayor

February 24, 2025
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
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								** 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 DESC LINE DESC	T	OB	DEBIT	CREDIT
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BUA	10107010-44920									Capital Expenses	5		49,500.00	
	02/25/2025	REC	NobleB	RECREA	R022425					PO for Noble Build				
										JOURNAL 2025/02/49	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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	2020.901.91.000.44400.				Anticipated Capital Expenses		02/25/2025			
** 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 DESC	LINE DESC	T	OB	DEBIT	CREDIT
2025	2	2													
BUA	10109012-43100									Professional Services		5			150,000.00
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		T			
BUA	10109012-44400									Improve't Other than Buildings		5		150,000.00	
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		T			
BUA	10109013-43100									Professional Services		5			150,000.00
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BUA	20209011-44400									Improve't Other than Buildings		5		150,000.00	
	02/25/2025	PWCapExp	PW	R022425						Anticipated Capital Expenses		T			
JOURNAL 2025/02/2												TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



Council Action Form

MEETING DATE	February 24, 2025			
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 #: R022425	
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.		
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	February 24, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/I-69 Economic Development Area to Designate Certain Designated Taxpayers			
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 #: R202425A	
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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	The Redevelopment Commission and the Plan Commission have approved the designation of certain companies with possible investment in qualifying personal property as designated taxpayers in each of the Downtown Allocation Area and the Metropolitan Airport Allocation Area both of which are within the City's Consolidated Fishers/I-69 Economic Development Area. The designation of a designated taxpayer allows for the caputre of incremental personal property tax revenues by the Redevelopmetn Commission.	
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.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the designation of the designated taxpayers.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission (Exhibit A) Plan Commission (Exhibit B)	

RESOLUTION NO. FRC 01R012125

**RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT
COMMISSION AMENDING THE DECLARATORY RESOLUTION AND
THE ECONOMIC DEVELOPMENT PLAN FOR THE CONSOLIDATED
FISHERS/I-69 ECONOMIC DEVELOPMENT AREA TO DESIGNATE
CERTAIN DESIGNATED TAXPAYERS**

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") pursuant to IC 36-7-14 (the "Act") serves as the governing body of the City of Fishers Department of Redevelopment; and

WHEREAS, the Commission has heretofore adopted a declaratory resolution (as subsequently confirmed and amended, the "Declaratory Resolution") designating an area known as the Consolidated Fishers/I-69 Economic Development Area (the "Economic Development Area") as an "economic development area" pursuant to the Act, designating certain portions of the Economic Development Area as "allocation areas" pursuant to Section 39 of the Act including, the Downtown Allocation Area (the "Downtown Allocation Area") and the Metropolitan Airport Allocation Area (the "Metropolitan Airport Allocation Area") and approving an Economic Development Plan for the Economic Development Area (the "Plan"); and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation and expansion of "allocation areas" to provide for the allocation and distribution of property taxes for the purposed and in the manner provided in said Section; and

WHEREAS, Section 39.3 of the Act authorizes the Commission to designate a "designated taxpayer," if the Commission finds that (i) the designated taxpayer's property in an allocation area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and (ii) the designated taxpayer's property in an allocation area does not consist primarily of retail, commercial or residential projects; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution to (i) designate each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities, each as a "designated taxpayer" for purposes of capturing depreciable personal property tax increment revenues and (ii) designate INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity, as a "designated taxpayer" for purposes of capturing depreciable personal property tax increment revenues (collectively, the "Amendments"); and

WHEREAS, the Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, this Commission deems it advisable to apply the provisions of Sections 15-17.5, 39, and 39.3 of the Act to the Amendments

WHEREAS, the Commission now desires to approve the Amendments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS REDEVELOPMENT COMMISSION, GOVERNING BODY OF THE CITY OF FISHERS DEPARTMENT OF REDEVELOPMENT, as follows:

1. The Amendments promote significant opportunities for the gainful employment of the citizens of the City of Fishers, Indiana (the "City"), attraction of major new business enterprises to the City, retention and expansion of significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.

2. The public health and welfare will be benefited by the Amendments.

3. It will be of public utility and benefit to amend the Declaratory Resolution for the Economic Development Area as provided in the Amendments and to continue to develop the Economic Development Area under the Act.

4. The Declaratory Resolution and the Plan, as amended by this Resolution and the Amendments, conform to the comprehensive plan of development for the City.

5. The Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution, the Plan and the purposes of the Act.

6. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed, except as modified hereby.

7. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of either of the Downtown Allocation Area or the Metropolitan Airport Allocation Area. If at any time the Commission proposes to acquire specific parcels of land, the required procedures for amending the Plan under the Act will be followed, including notice by publication to affected property owners and a public hearing.

8. The Commission finds that no residents of the Economic Development Area will be displaced by any project resulting from the Amendments, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

9. The Commission hereby designates each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities (collectively, the "Motorsport Companies"), each as a designated taxpayer with respect to the Metropolitan Airport Allocation Area for purposes of Section 39.3 of the Act. The Commission hereby finds with respect to the Motorsport Companies, each as a designated taxpayer, that:

(a) taxes to be derived from the depreciable personal property of the Motorsport Companies to be located in the Metropolitan Airport Allocation Area, in excess of the taxes attributable to the base assessed value of such personal property, are needed to pay debt

service or to provide security for bonds issued under Section 25.1 of the Act or to make payments or to provide security on leases payable under Section 25.2 of the Act, in order to provide local public improvements in or directly serving or benefiting the Metropolitan Airport Allocation Area;

(b) the property of the Motorsport Companies in the Metropolitan Airport Allocation Area will consist primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and

(c) the property of the Motorsport Companies in the Metropolitan Airport Allocation Area will not consist primarily of retail, commercial or residential projects.

Based upon the foregoing and in accordance with Section 39.3 of the Act, the Commission hereby determines that the term “property taxes,” referred to herein and in the Declaratory Resolution, shall mean taxes imposed under IC 6-1.1 on real property and taxes imposed under IC 6-1.1 on the depreciable personal property located and taxable on the site of operations of the Motorsport Companies in the Metropolitan Airport Allocation Area. In accordance with section 39.3(c) of the Act, for purposes of Section 39 of the Act the term “base assessed value” with respect to the Motorsport Companies’ depreciable personal property means the net assessed value of all the depreciable personal property as finally determined for the January 1, 2025 assessment date.

10. The Commission hereby designates INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity (“INCOG”), as a designated taxpayer with respect to the Downtown Allocation Area for purposes of Section 39.3 of the Act. The Commission hereby finds with respect to INCOG, as a designated taxpayer, that:

(a) taxes to be derived from the depreciable personal property of the INCOG to be located in the Downtown Allocation Area, in excess of the taxes attributable to the base assessed value of such personal property, are needed to pay debt service or to provide security for bonds issued under Section 25.1 of the Act or to make payments or to provide security on leases payable under Section 25.2 of the Act, in order to provide local public improvements in or directly serving or benefiting the Downtown Allocation Area;

(b) the property of INCOG in the Downtown Allocation Area will consist primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and

(c) the property of INCOG in the Downtown Allocation Area will not consist primarily of retail, commercial or residential projects.

Based upon the foregoing and in accordance with Section 39.3 of the Act, the Commission hereby determines that the term “property taxes,” referred to herein and in the Declaratory Resolution, shall mean taxes imposed under IC 6-1.1 on real property and taxes imposed under IC 6-1.1 on the depreciable personal property located and taxable on the site of operations of INCOG in the Downtown Allocation Area. In accordance with Section 39.3(c) of the Act, for purposes of Section 39 of the Act the term “base assessed value” with

respect to INCOG's depreciable personal property means the net assessed value of all the depreciable personal property as finally determined for the January 1, 2025 assessment date.

11. The Amendments are hereby in all respects approved.

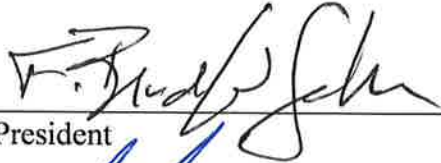
12. This Resolution, together with any supporting data, shall be submitted to the City of Fishers Plan Commission (the "Plan Commission") and the Fishers Common Council (the "Council") as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

13. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

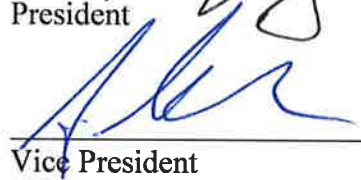
14. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 21st day of January, 2025.

CITY OF FISHERS
REDEVELOPMENT COMMISSION



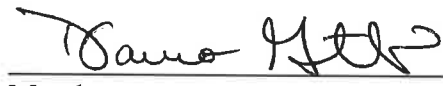
President



Vice President

Secretary


Member



Member

**ORDER OF THE CITY OF FISHERS PLAN COMMISSION
DETERMINING THAT A RESOLUTION AND PLAN AMENDMENT
APPROVED AND ADOPTED BY THE CITY OF FISHERS
REDEVELOPMENT COMMISSION CONFORM TO THE
COMPREHENSIVE PLAN AND APPROVING THE RESOLUTION AND
PLAN AMENDMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding an economic development area known as the “Consolidated Fishers/I-69 Economic Development Area” (the “Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act (collectively, the “Allocation Areas”), which Allocation Areas include, among others, an allocation area designated as the Downtown Allocation Area and the Metropolitan Airport Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the “Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

f

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 01R012125 (the "Resolution"), which (i) designated each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities, each as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues and (ii) designated INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity, as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues (collectively, the “Amendments”); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Amendments to this Plan Commission.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF FISHERS PLAN COMMISSION, as follows:

1. That the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”).
2. That this Plan Commission hereby approves the Resolution and the Amendments.
3. That this Order hereby constitutes the written order of the Plan Commission approving the Resolution and the Amendments pursuant to Section 16 of the Act.
4. That the Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Amendments with the minutes of this meeting.

Passed by the City of Fishers Plan Commission this 5th day of February, 2025.

CITY OF FISHERS PLAN COMMISSION



President

ATTEST:



Secretary

RESOLUTION NO. R022425A

**A RESOLUTION OF THE COMMON COUNCIL OF
THE CITY OF FISHERS, INDIANA APPROVING CERTAIN MATTERS IN
CONNECTION WITH AN AMENDMENT TO THE DECLARATORY RESOLUTION
FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA TO
DESIGNATE CERTAIN DESIGNATED TAXPAYERS**

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding an economic development area known as the “Consolidated Fishers/I-69 Economic Development Area” (the “Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act (collectively, the “Existing Allocation Areas”), which Existing Allocation Areas include, among others, allocation areas designated as the Downtown Allocation Area and the Metropolitan Airport Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the “Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 01R012125 (the “Resolution”), which (i) designated each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities, each as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues and (ii) designated INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity, as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues (clauses (i) and (ii), collectively, the “Amendments”); and

WHEREAS, on February 5, 2025, the Fishers Plan Commission approved and adopted a resolution (the “Approving Order”) approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”), and has submitted the Approving Order to the Common Council of the City (the “Council”); and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the Resolution and the Amendments to this Council.

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

SECTION 1. Pursuant to Section 16(b) of the Act, the Council hereby approves in all respects the Resolution, the Amendments, and the Approving Order.

SECTION 2. This Resolution shall be in full force and effect immediately from and after its passage.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this _24th_ day of _February_, 2025.

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

R022425B

YAY

NAY

ABSTAIN

	Peter Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February 2025, at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

February 24, 2025
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.

DMS 46271286.1

RESOLUTION NO. R022425A

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH AN AMENDMENT TO THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA TO DESIGNATE CERTAIN DESIGNATED TAXPAYERS

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding an economic development area known as the “Consolidated Fishers/I-69 Economic Development Area” (the “Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act (collectively, the “Existing Allocation Areas”), which Existing Allocation Areas include, among others, allocation areas designated as the Downtown Allocation Area and the Metropolitan Airport Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the “Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 01R012125 (the “Resolution”), which (i) designated each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities, each as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues and (ii) designated INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity, as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues (clauses (i) and (ii), collectively, the “Amendments”); and

WHEREAS, on February 5, 2025, the Fishers Plan Commission approved and adopted a resolution (the “Approving Order”) approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”), and has submitted the Approving Order to the Common Council of the City (the “Council”); and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the Resolution and the Amendments to this Council.

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

SECTION 1. Pursuant to Section 16(b) of the Act, the Council hereby approves in all respects the Resolution, the Amendments, and the Approving Order.

SECTION 2. This Resolution shall be in full force and effect immediately from and after its passage.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this _24th_ day of _February_, 2025.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this
24th day of _February_, 2025.

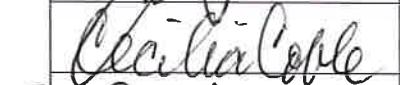
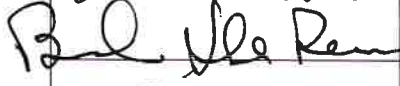
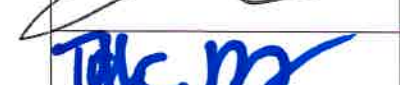
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R022425A

YAY

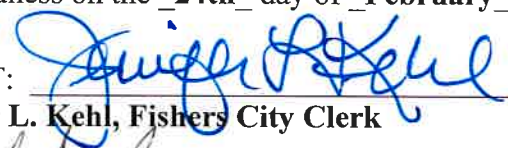
NAY

ABSTAIN

	Peter Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the _24th_ day of _February_ 2025, at 8:09 p.m.

ATTEST:


Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

February 24, 2025
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.
DMS 46270854.1

RESOLUTION NO. FRC 02R012125

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC DEVELOPMENT PLAN FOR EACH OF THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND THE OLIO ROAD/I-69 ECONOMIC DEVELOPMENT AREA, EXPANDING AN ECONOMIC DEVELOPMENT AREA, CONSOLIDATING CERTAIN ECONOMIC DEVELOPMENT AREAS, ADOPTING AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT PLAN FOR THE RESULTING CONSOLIDATED ECONOMIC DEVELOPMENT AREA, AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") pursuant to IC 36-7-14, as amended (the "Act") serves as the governing body of the City of Fishers Redevelopment Department; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Consolidated Fishers/I-69 EDA Declaratory Resolution") which established an economic development area known as the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Olio Road/I-69 Declaratory Resolution") which established an economic development area known as the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Consolidated Fishers/I-69 EDA Declaratory Resolution to add the area described on Exhibit A attached hereto (the "Expansion Area") as part of the Consolidated Fishers/I-69 EDA (the "Expansion"); and

WHEREAS, the Commission now further desires to consolidate each of the Consolidated Fishers/I-69 Economic Development Area, as amended by the Expansion, and the Olio Road/I-69 Economic Development Area into a single economic development area (the "Consolidation").

WHEREAS, the economic development area resulting from the Consolidation, shall be designated as the "Consolidated Fishers/I-69 Economic Development Area" (the, "New Consolidated Economic Development Area"); and

WHEREAS, the Commission now desires to amend each of (i) the Consolidated Fishers/I-69 EDA Declaratory Resolution and the Consolidated Fishers/I-69 Plan and (ii) the Olio Road/I-69 EDA Declaratory Resolution and the Olio Road/I-69 Plan to (a) incorporate the Consolidation

and (b) to adopt a New Consolidated Plan (the "New Consolidated Plan") which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties (collectively with the Expansion, the "Amendments"); and

WHEREAS, the Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, this Commission deems it advisable to apply the provisions of Sections 15-17.5 of the Act to the Amendments; and

WHEREAS, the Commission now desires to approve the Amendments;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission, governing body of the City of Fishers Department of Redevelopment, as follows:

1. The Amendments promote significant opportunities for the gainful employment of its citizens, attraction of major new business enterprises to the City of Fishers, Indiana (the "County"), retention and expansion of significant business enterprises existing in the boundaries of the County, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the County and the State of Indiana (the "State"), and serving to protect and increase property values in the County and the State.

2. The New Consolidated Plan for the New Consolidated Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions.

3. The public health and welfare will be benefited by the Amendments.

4. It will be of public utility and benefit to amend each of Consolidated Fishers/I-69 EDA Declaratory Resolution and the Olio Road/I-69 EDA Declaratory Resolution (collectively, the "Declaratory Resolutions") and each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan (collectively, the "Prior Plans"), as provided in the Amendments and to continue to develop the New Consolidated Economic Development Area under the Act.

5. The accomplishment of the New Consolidated Plan for the New Consolidated Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolutions and the Prior Plans, as amended by this Resolution and the Amendments, conform to the comprehensive plan of development for the City.

7. The Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolutions, the Prior Plans and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolutions and the Prior Plans are hereby reaffirmed, as supplemented and amended hereby.

9. The New Consolidated Plan, which consolidates the Prior Plans in their entirety, is hereby designated as the economic development plan for the New Consolidated Economic Development Area.

10. The Commission finds that no residents of the New Consolidated Economic Development Area will be displaced by any project resulting from the New Consolidated Plan, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

11. All allocation areas located within each of the former Consolidated Fishers/I-69 Economic Development Area and the former Olivo Road/I-69 Economic Development Area and all parcels within such allocation areas shall maintain their same pre-existing base assessment dates.

12. The Amendments are hereby in all respects approved.

13. This Resolution, together with any supporting data, shall be submitted to the City of Fishers Plan Commission (the "Plan Commission") and the Common Council of the City of Fishers, Indiana (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

14. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

15. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 21st day of January, 2025.

CITY OF FISHERS REDEVELOPMENT
COMMISSION

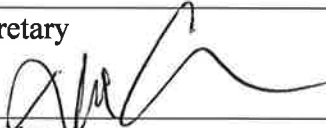


President

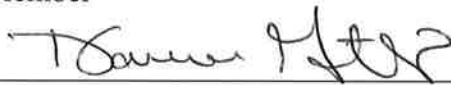


Vice President

Secretary



Member



Member

EXHIBIT A

Description of the Expansion Area

The area identified in red in the map below comprises the Expansion Area which is to be incorporated into the existing Consolidated Fishers/I-69 Economic Development Area prior to the Consolidation:



**ORDER OF THE CITY OF FISHERS PLAN COMMISSION
DETERMINING THAT A RESOLUTION AND PLAN AMENDMENT
APPROVED AND ADOPTED BY THE CITY OF FISHERS
REDEVELOPMENT COMMISSION CONFORM TO THE
COMPREHENSIVE PLAN AND APPROVING THE RESOLUTION AND
PLAN AMENDMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding an economic development area known as the “Consolidated Fishers/I-69 Economic Development Area” (the “Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act (collectively, the “Allocation Areas”), which Allocation Areas include, among others, an allocation area designated as the Downtown Allocation Area and the Metropolitan Airport Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the “Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

f

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 01R012125 (the "Resolution"), which (i) designated each of (a) Andretti Autosport Holding Company, LLC, (b) TWG Cadillac Formula Racing Holdings, LLC, and (c) Motorsport Real Estate Ventures, LLC and any affiliate of such companies and any respective successors or assigns and any equipment lessors of such entities, each as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues and (ii) designated INCOG BioPharma Services, Inc., any affiliate of such company, including, but not limited to, Incog Real Estate Holdings LLC, and any respective successors or assigns and any equipment lessors of such entity, as a “designated taxpayer” for purposes of capturing depreciable personal property tax increment revenues (collectively, the “Amendments”); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Amendments to this Plan Commission.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF FISHERS PLAN COMMISSION, as follows:

1. That the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”).
2. That this Plan Commission hereby approves the Resolution and the Amendments.
3. That this Order hereby constitutes the written order of the Plan Commission approving the Resolution and the Amendments pursuant to Section 16 of the Act.
4. That the Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Amendments with the minutes of this meeting.

Passed by the City of Fishers Plan Commission this 5th day of February, 2025.

CITY OF FISHERS PLAN COMMISSION



President

ATTEST:



Secretary



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with Amendments to the Declaratory Resolution for Each of the Consolidated Fishers/I-69 Economic Development Area and the Olio Road/I-69 Economic Development Area to Expand an Economic Development Area, to Consolidate Certain Economic Development Areas, and to Adopt an Amended and Restated Economic Development Plan for the Resulting Consolidated Economic Development Area			
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 #: R202425B	
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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	The Redevelopment Commission and the Plan Commission have approved the consolidation of the City's existing Consolidated Fishers/I-69 Economic Development Area and the City's existing Olivo Road/I-69 Economic Development Area (collectively, the "Areas") by expanding the Consolidated Fishers/I-69 Economic Development Area along the I-69 Area to create a contiguous Economic Development Area and consolidating the Areas and the economic development plans for the Areas.	
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.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the consolidation of the Areas.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission (Exhibit A) Plan Commission (Exhibit B)	



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with Amendments to the Declaratory Resolution for Each of the Consolidated Fishers/I-69 Economic Development Area and the Olio Road/I-69 Economic Development Area to Expand an Economic Development Area, to Consolidate Certain Economic Development Areas, and to Adopt an Amended and Restated Economic Development Plan for the Resulting Consolidated Economic Development Area			
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 #: R202425B	
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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	The Redevelopment Commission and the Plan Commission have approved the consolidation of the City's existing Consolidated Fishers/I-69 Economic Development Area and the City's existing Olivo Road/I-69 Economic Development Area (collectively, the "Areas") by expanding the Consolidated Fishers/I-69 Economic Development Area along the I-69 Area to create a contiguous Economic Development Area and consolidating the Areas and the economic development plans for the Areas.	
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.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the consolidation of the Areas.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission (Exhibit A) Plan Commission (Exhibit B)	

RESOLUTION NO. FRC 02R012125

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC DEVELOPMENT PLAN FOR EACH OF THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND THE OLIO ROAD/I-69 ECONOMIC DEVELOPMENT AREA, EXPANDING AN ECONOMIC DEVELOPMENT AREA, CONSOLIDATING CERTAIN ECONOMIC DEVELOPMENT AREAS, ADOPTING AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT PLAN FOR THE RESULTING CONSOLIDATED ECONOMIC DEVELOPMENT AREA, AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") pursuant to IC 36-7-14, as amended (the "Act") serves as the governing body of the City of Fishers Redevelopment Department; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Consolidated Fishers/I-69 EDA Declaratory Resolution") which established an economic development area known as the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Olio Road/I-69 Declaratory Resolution") which established an economic development area known as the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Consolidated Fishers/I-69 EDA Declaratory Resolution to add the area described on Exhibit A attached hereto (the "Expansion Area") as part of the Consolidated Fishers/I-69 EDA (the "Expansion"); and

WHEREAS, the Commission now further desires to consolidate each of the Consolidated Fishers/I-69 Economic Development Area, as amended by the Expansion, and the Olio Road/I-69 Economic Development Area into a single economic development area (the "Consolidation").

WHEREAS, the economic development area resulting from the Consolidation, shall be designated as the "Consolidated Fishers/I-69 Economic Development Area" (the, "New Consolidated Economic Development Area"); and

WHEREAS, the Commission now desires to amend each of (i) the Consolidated Fishers/I-69 EDA Declaratory Resolution and the Consolidated Fishers/I-69 Plan and (ii) the Olio Road/I-69 EDA Declaratory Resolution and the Olio Road/I-69 Plan to (a) incorporate the Consolidation

and (b) to adopt a New Consolidated Plan (the "New Consolidated Plan") which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties (collectively with the Expansion, the "Amendments"); and

WHEREAS, the Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, this Commission deems it advisable to apply the provisions of Sections 15-17.5 of the Act to the Amendments; and

WHEREAS, the Commission now desires to approve the Amendments;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission, governing body of the City of Fishers Department of Redevelopment, as follows:

1. The Amendments promote significant opportunities for the gainful employment of its citizens, attraction of major new business enterprises to the City of Fishers, Indiana (the "County"), retention and expansion of significant business enterprises existing in the boundaries of the County, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the County and the State of Indiana (the "State"), and serving to protect and increase property values in the County and the State.

2. The New Consolidated Plan for the New Consolidated Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions.

3. The public health and welfare will be benefited by the Amendments.

4. It will be of public utility and benefit to amend each of Consolidated Fishers/I-69 EDA Declaratory Resolution and the Olio Road/I-69 EDA Declaratory Resolution (collectively, the "Declaratory Resolutions") and each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan (collectively, the "Prior Plans"), as provided in the Amendments and to continue to develop the New Consolidated Economic Development Area under the Act.

5. The accomplishment of the New Consolidated Plan for the New Consolidated Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolutions and the Prior Plans, as amended by this Resolution and the Amendments, conform to the comprehensive plan of development for the City.

7. The Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolutions, the Prior Plans and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolutions and the Prior Plans are hereby reaffirmed, as supplemented and amended hereby.

9. The New Consolidated Plan, which consolidates the Prior Plans in their entireties, is hereby designated as the economic development plan for the New Consolidated Economic Development Area.

10. The Commission finds that no residents of the New Consolidated Economic Development Area will be displaced by any project resulting from the New Consolidated Plan, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

11. All allocation areas located within each of the former Consolidated Fishers/I-69 Economic Development Area and the former Olivo Road/I-69 Economic Development Area and all parcels within such allocation areas shall maintain their same pre-existing base assessment dates.

12. The Amendments are hereby in all respects approved.

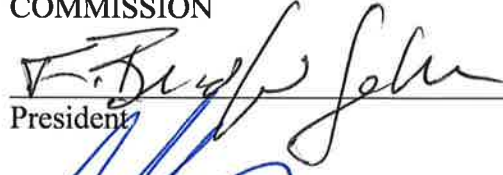
13. This Resolution, together with any supporting data, shall be submitted to the City of Fishers Plan Commission (the "Plan Commission") and the Common Council of the City of Fishers, Indiana (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

14. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

15. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 21st day of January, 2025.

CITY OF FISHERS REDEVELOPMENT
COMMISSION

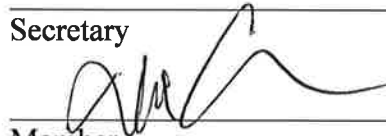


President

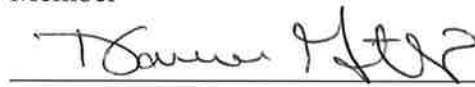


Vice President

Secretary



Member



Member

EXHIBIT A

Description of the Expansion Area

The area identified in red in the map below comprises the Expansion Area which is to be incorporated into the existing Consolidated Fishers/I-69 Economic Development Area prior to the Consolidation:



**ORDER OF THE CITY OF FISHERS PLAN COMMISSION
DETERMINING THAT A RESOLUTION AND PLAN AMENDMENT
APPROVED AND ADOPTED BY THE CITY OF FISHERS
REDEVELOPMENT COMMISSION CONFORM TO THE
COMPREHENSIVE PLAN AND APPROVING THE RESOLUTION AND
PLAN AMENDMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Consolidated Fishers/I-69 Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Consolidated Fishers/I-69 Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act, and approving an economic development plan for the Consolidated Fishers/I-69 Area (as subsequently amended, the "Consolidated Fishers/I-69 Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, the Redevelopment Commission, governing body of the City of Fishers Department, also previously adopted and amended resolutions (collectively, the "Olio Road/I-69 Declaratory Resolution") establishing and expanding an economic development area known as the "Olio Road/I-69 Economic Development Area" (the "Olio Road/I-69 Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act, and approving an economic development plan for the Olio Road/I-69 Area (as subsequently amended, the "Olio Road/I-69 Plan"), pursuant to the Act; and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 02R012125 (the "Resolution"), which (i) amended the Consolidated Fishers/I-69 Declaratory Resolution to add the area described on Exhibit A to the Resolution (the "Expansion Area") as part of the Consolidated Fishers/I-69 Area (the "Expansion"); (ii) amended each of the Consolidated Fishers/I-69 Declaratory Resolution and the Olio Road/I-69 Declaratory Resolution to consolidate each of the Consolidated Fishers/I-69 Area, as amended by the Expansion, and the Olio Road/I-69 Area into a single economic development area to be known as the "Consolidated Fishers/I-69 Economic Development Area" (the "New Consolidated Area"); and (iii) amended each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan to adopt a New Consolidated Plan for the New Consolidated Area (the "New Consolidated Plan") which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties. (collectively, the "Amendments"); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Amendments to this Plan Commission.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF FISHERS PLAN COMMISSION, as follows:

1. That the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City").

2. That this Plan Commission hereby approves the Resolution and the Amendments.

3. That this Order hereby constitutes the written order of the Plan Commission approving the Resolution and the Amendments pursuant to Section 16 of the Act.

4. That the Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Amendments with the minutes of this meeting.

Passed by the City of Fishers Plan Commission this 5th day of February, 2025.

CITY OF FISHERS PLAN COMMISSION



President

ATTEST:


Secretary

RESOLUTION NO. R022425B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH AMENDMENTS TO THE DECLARATORY RESOLUTION FOR EACH OF THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND THE OLIO ROAD/I-69 ECONOMIC DEVELOPMENT AREA TO EXPAND AN ECONOMIC DEVELOPMENT AREA, TO CONSOLIDATE CERTAIN ECONOMIC DEVELOPMENT AREAS, AND TO ADOPT AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT PLAN FOR THE RESULTING CONSOLIDATED ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Consolidated Fishers/I-69 Declaratory Resolution”) establishing and expanding an economic development area known as the Consolidated Fishers/I-69 Economic Development Area (the “Consolidated Fishers/I-69 Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act and approving an economic development plan for the Consolidated Fishers/I-69 Area (as subsequently amended, the “Consolidated Fishers/I-69 Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, the Redevelopment Commission, governing body of the Department, also previously adopted and amended resolutions (collectively, the “Olio Road/I-69 Declaratory Resolution”) establishing and expanding an economic development area known as the Olio Road/I-69 Economic Development Area (the “Olio Road/I-69 Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act and approving an economic development plan for the Olio Road/I-69 Area (as subsequently amended, the “Olio Road/I-69 Plan”), pursuant to the Act; and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 02R012125 (the “Resolution”), which (i) amended the Consolidated Fishers/I-69 Declaratory Resolution to add the area described on Exhibit A to the Resolution as part of the Consolidated Fishers/I-69 Area (the “Expansion”), (ii) amended each of the Consolidated Fishers/I-69 Declaratory Resolution and the Olio Road/I-69 Declaratory Resolution to consolidate each of the Consolidated Fishers/I-69 Area, as amended by the Expansion, and the Olio Road/I-69 Area into a single economic development area to be known as the “Consolidated Fishers/I-69 Economic Development Area” (the “New Consolidated Area”), (iii) amended each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan to adopt a New Consolidated Plan for the New Consolidated Area (the “New Consolidated Plan”) which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties (clauses (i) through and including (iii), collectively, the “Amendments”); and

WHEREAS, on February 5, 2025, the Fishers Plan Commission approved and adopted a resolution (the “Approving Order”) approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”), and has submitted the Approving Order to the Common Council of the City (the “Council”); and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the Resolution and the Amendments to this Council.

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

SECTION 1. Pursuant to Section 16(b) of the Act, the Council hereby approves in all respects the Resolution, the Amendments, and the Approving Order.

SECTION 2. This Resolution shall be in full force and effect immediately from and after its passage.

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this
__24th__ day of __February__, 2025.

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

R022425A

YAY

NAY

ABSTAIN

	Peter Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the __24th__ day of __February__ 2025, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

__February 24, 2025_____
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.
DMS 46270854.1

RESOLUTION NO. R022425B

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH AMENDMENTS TO THE DECLARATORY RESOLUTION FOR EACH OF THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND THE OLIO ROAD/I-69 ECONOMIC DEVELOPMENT AREA TO EXPAND AN ECONOMIC DEVELOPMENT AREA, TO CONSOLIDATE CERTAIN ECONOMIC DEVELOPMENT AREAS, AND TO ADOPT AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT PLAN FOR THE RESULTING CONSOLIDATED ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”), previously adopted and amended resolutions (collectively, the “Consolidated Fishers/I-69 Declaratory Resolution”) establishing and expanding an economic development area known as the Consolidated Fishers/I-69 Economic Development Area (the “Consolidated Fishers/I-69 Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act and approving an economic development plan for the Consolidated Fishers/I-69 Area (as subsequently amended, the “Consolidated Fishers/I-69 Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, the Redevelopment Commission, governing body of the Department, also previously adopted and amended resolutions (collectively, the “Olio Road/I-69 Declaratory Resolution”) establishing and expanding an economic development area known as the Olio Road/I-69 Economic Development Area (the “Olio Road/I-69 Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act and approving an economic development plan for the Olio Road/I-69 Area (as subsequently amended, the “Olio Road/I-69 Plan”), pursuant to the Act; and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 02R012125 (the “Resolution”), which (i) amended the Consolidated Fishers/I-69 Declaratory Resolution to add the area described on Exhibit A to the Resolution as part of the Consolidated Fishers/I-69 Area (the “Expansion”), (ii) amended each of the Consolidated Fishers/I-69 Declaratory Resolution and the Olio Road/I-69 Declaratory Resolution to consolidate each of the Consolidated Fishers/I-69 Area, as amended by the Expansion, and the Olio Road/I-69 Area into a single economic development area to be known as the “Consolidated Fishers/I-69 Economic Development Area” (the “New Consolidated Area”), (iii) amended each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan to adopt a New Consolidated Plan for the New Consolidated Area (the “New Consolidated Plan”) which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties (clauses (i) through and including (iii), collectively, the “Amendments”); and

WHEREAS, on February 5, 2025, the Fishers Plan Commission approved and adopted a resolution (the “Approving Order”) approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”), and has submitted the Approving Order to the Common Council of the City (the “Council”); and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the Resolution and the Amendments to this Council.

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

SECTION 1. Pursuant to Section 16(b) of the Act, the Council hereby approves in all respects the Resolution, the Amendments, and the Approving Order.

SECTION 2. This Resolution shall be in full force and effect immediately from and after its passage.

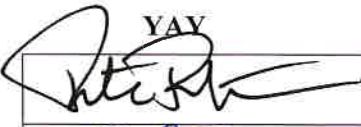
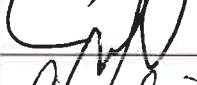
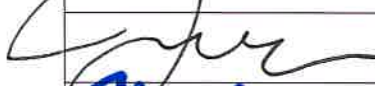
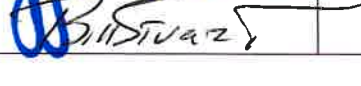
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

R022425B

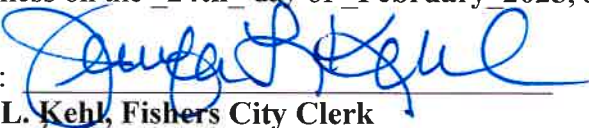
YAY

NAY

ABSTAIN

	Peter Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 24th day of February 2025, at 8:09 p.m.

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk


Scott A. Fadness, Mayor

MAYOR'S APPROVAL

February 24, 2025
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.

DMS 46271286.1

RESOLUTION NO. FRC 02R012125

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC DEVELOPMENT PLAN FOR EACH OF THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA AND THE OLIO ROAD/I-69 ECONOMIC DEVELOPMENT AREA, EXPANDING AN ECONOMIC DEVELOPMENT AREA, CONSOLIDATING CERTAIN ECONOMIC DEVELOPMENT AREAS, ADOPTING AN AMENDED AND RESTATED ECONOMIC DEVELOPMENT PLAN FOR THE RESULTING CONSOLIDATED ECONOMIC DEVELOPMENT AREA, AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") pursuant to IC 36-7-14, as amended (the "Act") serves as the governing body of the City of Fishers Redevelopment Department; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Consolidated Fishers/I-69 EDA Declaratory Resolution") which established an economic development area known as the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Consolidated Fishers/I-69 Economic Development Area (the "Consolidated Fishers/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Olio Road/I-69 Declaratory Resolution") which established an economic development area known as the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, and approved an economic development plan for the Olio Road/I-69 Economic Development Area (the "Olio Road/I-69 Plan") pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Consolidated Fishers/I-69 EDA Declaratory Resolution to add the area described on Exhibit A attached hereto (the "Expansion Area") as part of the Consolidated Fishers/I-69 EDA (the "Expansion"); and

WHEREAS, the Commission now further desires to consolidate each of the Consolidated Fishers/I-69 Economic Development Area, as amended by the Expansion, and the Olio Road/I-69 Economic Development Area into a single economic development area (the "Consolidation").

WHEREAS, the economic development area resulting from the Consolidation, shall be designated as the "Consolidated Fishers/I-69 Economic Development Area" (the, "New Consolidated Economic Development Area"); and

WHEREAS, the Commission now desires to amend each of (i) the Consolidated Fishers/I-69 EDA Declaratory Resolution and the Consolidated Fishers/I-69 Plan and (ii) the Olio Road/I-69 EDA Declaratory Resolution and the Olio Road/I-69 Plan to (a) incorporate the Consolidation

and (b) to adopt a New Consolidated Plan (the "New Consolidated Plan") which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties (collectively with the Expansion, the "Amendments"); and

WHEREAS, the Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, this Commission deems it advisable to apply the provisions of Sections 15-17.5 of the Act to the Amendments; and

WHEREAS, the Commission now desires to approve the Amendments;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission, governing body of the City of Fishers Department of Redevelopment, as follows:

1. The Amendments promote significant opportunities for the gainful employment of its citizens, attraction of major new business enterprises to the City of Fishers, Indiana (the "County"), retention and expansion of significant business enterprises existing in the boundaries of the County, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the County and the State of Indiana (the "State"), and serving to protect and increase property values in the County and the State.

2. The New Consolidated Plan for the New Consolidated Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions.

3. The public health and welfare will be benefited by the Amendments.

4. It will be of public utility and benefit to amend each of Consolidated Fishers/I-69 EDA Declaratory Resolution and the Olio Road/I-69 EDA Declaratory Resolution (collectively, the "Declaratory Resolutions") and each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan (collectively, the "Prior Plans"), as provided in the Amendments and to continue to develop the New Consolidated Economic Development Area under the Act.

5. The accomplishment of the New Consolidated Plan for the New Consolidated Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolutions and the Prior Plans, as amended by this Resolution and the Amendments, conform to the comprehensive plan of development for the City.

7. The Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolutions, the Prior Plans and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolutions and the Prior Plans are hereby reaffirmed, as supplemented and amended hereby.

9. The New Consolidated Plan, which consolidates the Prior Plans in their entirety, is hereby designated as the economic development plan for the New Consolidated Economic Development Area.

10. The Commission finds that no residents of the New Consolidated Economic Development Area will be displaced by any project resulting from the New Consolidated Plan, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

11. All allocation areas located within each of the former Consolidated Fishers/I-69 Economic Development Area and the former Olivo Road/I-69 Economic Development Area and all parcels within such allocation areas shall maintain their same pre-existing base assessment dates.

12. The Amendments are hereby in all respects approved.

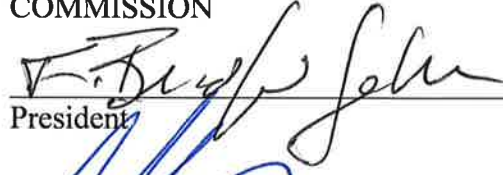
13. This Resolution, together with any supporting data, shall be submitted to the City of Fishers Plan Commission (the "Plan Commission") and the Common Council of the City of Fishers, Indiana (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

14. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

15. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 21st day of January, 2025.

CITY OF FISHERS REDEVELOPMENT
COMMISSION

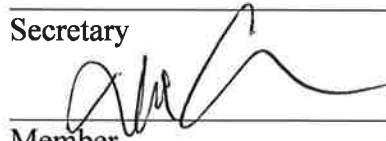


President

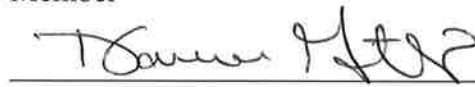


Vice President

Secretary



Member



Member

EXHIBIT A

Description of the Expansion Area

The area identified in red in the map below comprises the Expansion Area which is to be incorporated into the existing Consolidated Fishers/I-69 Economic Development Area prior to the Consolidation:



**ORDER OF THE CITY OF FISHERS PLAN COMMISSION
DETERMINING THAT A RESOLUTION AND PLAN AMENDMENT
APPROVED AND ADOPTED BY THE CITY OF FISHERS
REDEVELOPMENT COMMISSION CONFORM TO THE
COMPREHENSIVE PLAN AND APPROVING THE RESOLUTION AND
PLAN AMENDMENT**

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Consolidated Fishers/I-69 Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Consolidated Fishers/I-69 Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act, and approving an economic development plan for the Consolidated Fishers/I-69 Area (as subsequently amended, the "Consolidated Fishers/I-69 Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, the Redevelopment Commission, governing body of the City of Fishers Department, also previously adopted and amended resolutions (collectively, the "Olio Road/I-69 Declaratory Resolution") establishing and expanding an economic development area known as the "Olio Road/I-69 Economic Development Area" (the "Olio Road/I-69 Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act, and approving an economic development plan for the Olio Road/I-69 Area (as subsequently amended, the "Olio Road/I-69 Plan"), pursuant to the Act; and

WHEREAS, on January 21, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 02R012125 (the "Resolution"), which (i) amended the Consolidated Fishers/I-69 Declaratory Resolution to add the area described on Exhibit A to the Resolution (the "Expansion Area") as part of the Consolidated Fishers/I-69 Area (the "Expansion"); (ii) amended each of the Consolidated Fishers/I-69 Declaratory Resolution and the Olio Road/I-69 Declaratory Resolution to consolidate each of the Consolidated Fishers/I-69 Area, as amended by the Expansion, and the Olio Road/I-69 Area into a single economic development area to be known as the "Consolidated Fishers/I-69 Economic Development Area" (the "New Consolidated Area"); and (iii) amended each of the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan to adopt a New Consolidated Plan for the New Consolidated Area (the "New Consolidated Plan") which New Consolidated Plan combines the Consolidated Fishers/I-69 Plan and the Olio Road/I-69 Plan in their entireties. (collectively, the "Amendments"); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Amendments to this Plan Commission.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF FISHERS PLAN COMMISSION, as follows:

1. That the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City").

2. That this Plan Commission hereby approves the Resolution and the Amendments.

3. That this Order hereby constitutes the written order of the Plan Commission approving the Resolution and the Amendments pursuant to Section 16 of the Act.

4. That the Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Amendments with the minutes of this meeting.

Passed by the City of Fishers Plan Commission this 5th day of February, 2025.

CITY OF FISHERS PLAN COMMISSION



President

ATTEST:


Secretary



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with Amendments to the Declaratory Resolution for Each of the Consolidated Fishers/I-69 Economic Development Area and the Olio Road/I-69 Economic Development Area to Expand an Economic Development Area, to Consolidate Certain Economic Development Areas, and to Adopt an Amended and Restated Economic Development Plan for the Resulting Consolidated Economic Development Area			
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 #: R202425B	
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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	The Redevelopment Commission and the Plan Commission have approved the consolidation of the City's existing Consolidated Fishers/I-69 Economic Development Area and the City's existing Olivo Road/I-69 Economic Development Area (collectively, the "Areas") by expanding the Consolidated Fishers/I-69 Economic Development Area along the I-69 Area to create a contiguous Economic Development Area and consolidating the Areas and the economic development plans for the Areas.	
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.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the consolidation of the Areas.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission (Exhibit A) Plan Commission (Exhibit B)	



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Resolution Approving Amended And Restated 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 #: R022425C	
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)	Since previously the City Bodies and Developer entering into the Union and Crossing Project Agreement, the structure of the developer-backed bonds has slightly changed. Additionally, one allocation area has slightly changed to accommodate future and unrelated economic development. Accordingly, the Amended And Restated Project Agreement reflects those changes. However, the elements of the Project and the City's obligations have not changed or increased pursuant to the Amended and Restated Project Agreement. The Project Agreement summary continues as follows: 1) Thompson Thrift ("Developer") has agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. 2) Developer has agreed to invest or cause to be invested approximately \$60 to \$80 Million completing the Crossing Project, a project that is anticipated to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space. 3) City will issue a developer-backed bond and utilize excess TIF from the Yard TIF District (if available) and the Additional Crossing Allocation Area to support the Project.	
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 and Amended And Restated Project Agreement.
	2.	Reject the Resolution and Amended And Restated Project Agreement.
PROJECT TIMELINE	Project Closing in April, 2025	

STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Amended And Restated Project Agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	

AMENDED AND RESTATED PROJECT AGREEMENT

This Amended And Restated Project Agreement (the “**Agreement**”) is executed as of the 24th day of February 2025, by and among **Thompson Thrift Development, Inc.**, an Indiana corporation, (“**Developer**”), **City of Fishers, Indiana** (“**City**”), **Fishers Town Hall Building Corporation** (“**Building Corp.**”), **City of Fishers Redevelopment Commission** (“**RDC**”), and **City of Fishers Economic Development Commission** (“**EDC**” and together with the Developer, City, Building Corp. and RDC, the “**Parties**” and each a “**Party**”) on the following terms and conditions:

Recitals

WHEREAS, on or about January 10, 2023, the Parties entered into that certain Project Agreement generally concerning the City Obligations and Developer Obligations included herein (the “**Original Agreement**”);

WHEREAS, since entering into the Original Agreement, the Projects and structure of the bonds have slightly changed;

WHEREAS, the Parties now desire to enter into this Agreement that supersedes and replaces in full the Original Agreement;

WHEREAS, this Agreement is entered into pursuant to and consistent with the City’s master plan of creating a sustainable, pedestrian friendly, City where residents live, work and play (the “**Master Development Plan**”);

WHEREAS, as part of the Master Development Plan, the City has (a) worked with developers to develop mixed-use developments that include apartments, condominiums, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate to the City; (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s Nickel Plate District to be designated a certified technology park; (d) developed a biosciences corridor; and (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District;

WHEREAS, the City continues to fulfill its Master Development Plan and now desires, in connection with and as a part thereof, to induce the development of additional hotel rooms and commercial amenities in the City;

WHEREAS, Developer is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$160 Million to \$180 Million in completing the Union Project and \$60 Million to \$85 Million in completing the Crossing Project, if the City will satisfy the City’s obligations included herein;

WHEREAS, City Bodies have determined that completion of the Projects is in the best interests of the citizens of the City, and, therefore, City Bodies desire to induce Developer to complete the Projects; and

WHEREAS, to stimulate and induce the development of the Projects on each of the Project Sites, City Bodies have agreed, subject to further proceedings required by law, to provide the economic development incentives described herein.

Agreement

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

1. Defined Terms. The following capitalized terms are used throughout this Agreement with the meaning set forth in this Section 1:

Additional Crossing Allocation Areas shall mean separate and distinct tax allocation areas established by City Bodies pursuant to Ind. Code § 36-7-14 *et seq.*, for the following areas: Parcel 3, Parcel 5 and Parcel 6 as depicted on **Exhibit B**.

Additional Crossing Area TIF shall mean 100% of the increment generated in the Additional Crossing Allocation Areas.

Allocation Areas shall mean collectively, the Additional Crossing Allocation Areas, the Crossing Allocation Area and the Union Allocation Area.

Ancillary Agreements shall mean, individually or collectively, for each of the Projects, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Taxpayer Agreements (if required by Developer and consistent with the Laws based on the tax status of the Bonds) and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement. For the avoidance of doubt there may be two (2) sets of Ancillary Agreements, one (1) for the Union Project and one (1) for the Crossing Project.

Approved Costs shall mean all Hard Costs and Soft Costs (including capitalized interest on and reserves for the Bonds) related to the development and construction of the Projects, as well as land allocated for the City Garage for the Union Project.

Approved Plans shall mean for each of the Projects, the plans for the Projects on which the financial analysis for the Bonds is based. For the avoidance of doubt there shall be two (2) sets of Approved Plans, one (1) for the Union Project and one (1) for the Crossing Project.

Assessments shall mean all general and special governmental and utility assessments.

Bond(s) shall mean, for the Projects (and whether referring to the Senior Bonds or Subordinate Bonds), one or more series of taxable or tax exempt (as collaboratively determined by the City Bodies and Developer pursuant to the Laws; provided, however, in the event of differing

determinations concerning the status of the Bonds based on the Laws, the City's determination shall prevail) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq.* in a maximum par amount that Developer and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Union Project and Crossing Project, as applicable, is utilized to pay debt service on the Bonds. Such maximum principal amount shall assume that there will be three percent (3%) annual increases in assessed value during the twenty-five (25) year term in each of the Union Allocation Area and Crossing Allocation Area, as applicable (the "AV Increases"). For the avoidance of doubt, the Bonds shall be exclusively based on tax increment (a) to be generated from the Projects together with the AV Increases, and (b) estimated tax increment (as jointly determined by the City Bodies and Developer) to be generated in the Additional Crossing Allocation Areas and shall be payable solely from the applicable Pledged Increment. Except as stated herein with respect to the Yard TIF, the City Bodies shall not be obligated to provide any other source of payment or security for the Bonds. Prior to expiration of the applicable Diligence Period, the Parties shall mutually agree to the par amount of the Bonds and the net proceeds resulting therefrom.

Bond Documents shall mean the documents evidencing and/or securing the Bonds.

Bond Interest Rate shall have the meaning ascribed to such term in Subsection 11(e).

Bond Proceeds shall mean the proceeds of the Bonds, which Bond Proceeds shall be used to pay (a) Approved Costs, (b) Closing Costs; and (c) reasonably incurred and documented administrative costs of the City associated with maintaining the Bonds (the "**Continuing Bond Costs**"). The Bond Proceeds shall be exclusively available for the Projects as herein specified.

Bond Term shall mean twenty-five (25) years from the date of issuance of each of the Bonds.

Budget shall mean, for each of the Projects, a detailed hard and soft cost budget, for (a) the costs of the design and construction of the Project in accordance with the Final Documents and Drawings; (b) the payment of all professional fees and financing fees; and (c) the payment of all other related closing costs and soft costs to be incurred in connection with the development and construction of the Project. The Budget must be in a form and with detail acceptable to Project Lender.

City Body or City Bodies shall mean any of City, EDC, Building Corp. and/or RDC, as applicable.

Claims shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

Closing shall mean, for each of the Projects, to the extent such has not previously occurred, (a) recordation of the Plat; (b) execution of all Ancillary Agreements; (c) the City's approval of the Budget; (d) the City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (e) Project Lender issuing the Project Loan to Developer (and Developer authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions); (f) with respect to the

Crossing Project, Developer's payment of the Crossing Project Price to the City; and (g) the Parties approval of applicable financial analyses, including, without limitation, the estimated assessed value, estimated tax increment, available Bond Proceeds, reserve requirements and capitalized interest, if applicable, and schedule of initial and continuing debt service payments (for each project, the "**Project Analysis**").

Closing Costs shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the Bonds, including, without limitation bond issuance costs and administrative fees and counsel fees for both City Bodies and Developer.

Closing Date shall mean each of the dates on which Closing for the Union Project or Crossing Project occurs.

Concept Plan shall mean, for the Union Project, the plan attached hereto as **Exhibit C-1 (Union Project)** and for the Crossing Project the plan attached hereto as **Exhibit C-2 (Crossing Project)**.

Crossing Allocation Area shall mean the allocation area established for the Crossing Site.

Crossing Project shall mean collectively, the development and construction of a mixed-use project envisioned to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space). Notwithstanding the foregoing, the Crossing Project may change in use and scope during the Due Diligence Period and shall ultimately be developed based on the Approved Plans. The Crossing Project shall culminate in approximately \$60 Million to \$80 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

Crossing Project Senior Bonds shall mean Bonds issued for the Crossing Project and payable on a senior basis from (i) the Project Increment Generated in the Crossing Allocation Area, and the Yard TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds).

Crossing Project Subordinate Bonds shall mean Bonds issued for the Crossing Project and payable from the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing project Senior Bonds.

Crossing Purchase Price shall mean the purchase price agreed to by the Parties based on a shared pro forma, and with such purchase price payable at the time that Developer closes its construction loan and is prepared to commence construction of the Crossing Project.

Crossing Project Site shall mean the approximately ____ acres of real property labeled as the Crossing Site on **Exhibit D**.

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the

defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of default. Notwithstanding the preceding, a Cure Period shall not be applicable to a default under an Ancillary Agreement, and specific cure periods for such defaults shall be expressly set forth in such Ancillary Agreement.

Development Land shall mean the approximately ten and one-half (10.5) acres of real property depicted on Exhibit G.

Diligence Period shall mean, for each of the Projects, the time period commencing on the Effective Date and ending thirty (30) days prior to the applicable Outside Closing Date.

Effective Date shall mean the date set forth in the opening paragraph of this Agreement.

Event of Default shall have the meaning set forth in Section 15.

Excess TIF shall mean any Project Increment remaining, following (i) payment of debt service on the Senior Bonds, (ii) replenishment of reserve funds for the Senior Bonds, (iii) reimbursement to the Developer for any Shortfall (as defined in Section 11(b)), (iv) payment of Continuing Bond Costs and (v) payment of debt service on the Subordinate Bonds.

Final Documents and Drawings shall mean, for each of the Projects, the final design development documents, construction drawings and construction schedule, as each is finalized and approved or reviewed by the City in accordance with City planning and zoning procedure, which Final Documents and Drawings shall strictly comply with the zoning requirements for the Project Site and be materially the same as the Concept Plan.

Force Majeure shall mean, with respect to Developer or City Bodies, any cause that is not within the reasonable control of Developer or City Bodies, respectively, including, without limitation: (a) an act or omission of one of the other parties hereto; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana;; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

Funding Agreement shall mean an agreement for each of the Projects pursuant to which the Bond Proceeds shall be disbursed to Developer in a commercially reasonable manner for Approved Costs. Developer shall be responsible for all costs to design and construct the Projects in excess of the Bond Proceeds.

Hard Costs shall mean the costs incurred in connection with construction of each of the Projects, which costs are customarily known in the industry as "hard costs".

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the applicable Diligence Period; and (b) prior to the applicable Closing, all actual, out-of-pocket, third-party costs

and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed \$100,000).

Laws shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Planned Units Development Ordinance that governs the Project Sites and all applicable environmental laws, as amended.

Original LAA shall mean that certain June 1, 2021, Land Acquisition And Economic Development Agreement by and among Thompson Thrift Development, Inc. and the City Bodies concerning the Development Land, among other obligations and commitments of the parties thereto.

Outside Closing Date shall mean for the (a) Crossing Project on or before October 31, 2026, if such project on Parcel 2 remains financially viable and Developer proceeds to develop such project on Parcel 2, and (b) Union Project on or before December 31, 2025, unless the Outside Closing Date is extended by the City in its sole discretion. In the event Developer or its affiliate do not close on Parcel 2 of the Crossing Project, such land shall remain Commercial Property subject to the Land Acquisition Agreement.

Plat shall mean, for each of the Projects, the plat prepared by Developer that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which Plat is anticipated to create five (5) parcels and a horizontal property regime with multiple parcels.

Pledged Increment shall mean, for the (a) Union Project Senior Bonds, (i) the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas, and (ii) the Yard TIF (if available and needed to pay debt service on the Union Project Senior Bonds); (b) Union Project Subordinate Bonds, the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds; (c) Crossing Project Senior Bonds, (i) the Project Increment generated in the Crossing Allocation Area, and the Yard TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds); and (d) Crossing Project Subordinate Bonds, the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing Project Senior Bonds.

Project(s) shall mean, individually or collectively, as applicable, the Crossing Project and the Union Project.

Project Increment shall mean collectively, one hundred percent (100%) of the tax increment generated from the Union Allocation Area, one hundred percent (100%) of the tax increment generated from the Crossing Allocation Area and one hundred percent (100%) of the tax increment generated from the Additional Crossing Allocation Areas.

Project Site(s) shall mean, individually or jointly, as applicable, the Crossing Project Site and the Union Project Site.

Project Lender shall mean, for each of the Projects, a financial institution that is not affiliated with Developer making the Project Loan, and any successor or assignee thereof.

Project Loan(s) shall mean, for each of the Projects, one (1) or more construction loans by and between the Project Lender and Developer, the proceeds of which, along with the Bond Proceeds shall be used to fund development and construction of each of the Projects. The Project Loans shall be disbursed pursuant to the Project Loan Documents (and not pursuant to the Funding Agreement) and the proceeds shall be available at the applicable Closing (subject to the satisfaction of customary draw conditions).

Project Loan Documents shall mean, individually or collectively, the documents evidencing or securing the Project Loan(s).

Property Inspections shall mean, for each of the Project Sites, surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

Purchaser shall mean Developer, an affiliate of Developer or a third party identified by Developer.

Real Estate Taxes shall mean all real estate taxes levied on, against, or with respect to all or any specified portion of the Projects and Project Sites.

Reimbursement Amount shall mean the positive difference, if any, between the estimated, annual, aggregate amount of tax increment that the City and Developer mutually determine in their commercially reasonable discretion (collectively, or for each parcel, the “**Additional Estimated Taxes**”), will be generated by each of the parcels within the Additional Crossing Allocation Areas and the annual, aggregate tax increment actually generated by such Additional Crossing Allocation Areas. For example, in the event the City and Developer determine the Additional Crossing Allocation Area will annually generate One Hundred Dollars (\$100.00), but only Seventy-Five Dollars (\$75.00) is generated, the Reimbursement Amount for such year would equal Twenty-Five Dollars (\$25.00).

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy and use of each of the Projects.

Senior Bonds shall mean the Union Project Senior Bonds and the Crossing Project Senior Bonds.

Soft Costs shall mean costs incurred in connection with the Projects, which costs are customarily known in the real estate development and construction industry as “soft costs”.

Subordinate Bonds shall mean the Union Project Subordinate Bonds and the Crossing Project Subordinate Bonds.

Substantial Completion shall mean, for each of the Projects, the later of the date that: (a)

Developer receives a final or temporary certificate of occupancy for the Project; and (b) the date that Developer's architect certifies, per AIA Form G704, that the construction of the Project is substantially complete in material compliance with all Laws, this Agreement, the Final Documents and Drawings (subject to Permitted Changes), and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punch list items that do not materially interfere with the use or operation thereof.

Survey shall mean an ALTA survey of each of the Project Sites, certified as of a current date by a reputable licensed surveyor; which Survey does not show any matters that would: (a) materially and adversely will interfere with the construction and/or use of each of the Projects; or (b) render construction of each of the Projects unusually difficult or costly.

Taxpayer Agreement(s) shall mean, for the securing of the Senior Bonds, one or more developer obligations agreements and consents to real property tax lien imposing a lien against the real property included in the respective Allocation Area, equal in priority to the property tax lien granted to the State of Indiana under Ind. Code § 6-1.1-22-13 as permitted by Ind. Code § 36-7-25-6. It is anticipated that there will be multiple Taxpayer Agreements which will correspond to one or more parcels in each of the Allocation Areas. All Taxpayer Agreements shall be entered into between the Commission and the owner of the real property against which the taxpayer agreement is recorded.

Taxpayer Payments shall mean payments made pursuant to the Taxpayer Agreement(s).

Title Insurer shall mean First American Title Insurance Company.

Union Allocation Area shall mean the allocation area established for the Union Project Site.

Union Project shall mean, collectively, the development and construction of mixed-use project envisioned to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty-thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Notwithstanding the foregoing, the Union Project may change in use and scope during the Diligence Period and shall ultimately be developed based on the Approved Plans. The Union Project shall culminate in approximately \$160 Million to \$180 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

Union Project Public Garage shall mean the public parking garage that is part of the Union Project and located on the Union Project Site as depicted on **Exhibit D**.

Union Project Senior Bonds shall mean Bonds issued for the Union Project and payable on a senior basis from (i) the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas, and (ii) the Yard TIF (if available and needed to pay debt service on the Union Project Senior Bonds).

Union Project Site shall mean the approximately 10.5 acres of real property depicted on **Exhibit E**.

Union Project Subordinate Bonds shall mean Bonds issued for the Union Project and payable from the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds.

Yard Allocation Area shall mean The Yard Economic Development Allocation Area, as depicted on **Exhibit A**.

Yard Bonds shall mean the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2018A (The Yard Retail Project) and the City of Fishers, Indiana Economic Development Revenue Bonds, Series 2018B (The Yard Garage Project).

Yard TIF shall mean for the Yard TIF Term, excess tax increment (any amount not required to pay debt service and other typical administrative costs associated with the Yard Bonds), in an amount not to exceed Five Hundred Thousand and no/100 Dollars, annually from the Yard Allocation Area (as depicted on **Exhibit A**).

Yard TIF Term shall mean the time period remaining under the Laws for the Yard Allocation Area.

2. Interpretation; Term and Other General Matters.

(a) The terms "include", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to".

(b) Whenever a Party's consent, approval, agreement or election is required or permitted by this Agreement, such consent, approval, agreement or election shall not be unreasonably withheld, conditioned or delayed if expressly provided for herein.

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing throughout the Bond Term (the "Agreement Term"). Except as expressly set forth otherwise herein, this Agreement shall terminate upon the expiration of the Agreement Term; provided, however, the obligation of the Parties to pay any money owed pursuant to this Agreement, shall survive termination of this Agreement) This Agreement concerns two (2) separate and distinct Projects. As such, the terms and provisions herein, unless otherwise specifically stated, equally and separately apply to each of the Projects. For example, and without limitation Developer shall complete the Closing process described in Section 5 and the Plan Refinement process described in Section 12 for each of the Projects.

3. City's Obligations. Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Developer, jointly submit the Plat for final approval and recordation at or prior to Closing for each Project; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) issue the Bonds and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs and Closing

Costs at each Closing, and thereafter, within thirty (30) days after a completed draw request is approved pursuant to the Funding Agreement (which requests shall not be submitted more frequently than monthly); provided, however, the parties acknowledge and agree that Bonds for each of the Projects will not be issued until Closing for such Project; (d) prior to the Union Closing, create the Allocation Areas and pledge the Pledged Increment to repayment of the Bonds; provided, however, any such pledge shall be contingent on Closing for each of the Projects (for example and without limitation, the pledge of increment from the Crossing Allocation Area, shall be subject to Closing for the Crossing Project; provided further that upon the issuance of the Bonds for the Union Project in conjunction with the Closing of the Union Project, the City shall have pledged the increment from the Union Allocation Area and the Additional Crossing Allocation Area to the Bonds for the Union Project, with no contingency) (e) *[intentionally omitted]*; (f) provide reasonable assistance to Developer in connection with any zoning changes or variances determined to be necessary or appropriate for construction and use of the Projects in accordance with the Final Documents and Drawings; provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any rezone requests; (g) pay to Developer any Reimbursement Amount owed pursuant to Section 11; (h) own the Union Project Public Garage and contract for its operation by the Developer pursuant to a management agreement; provided, however, any such agreement: (i) shall not require the City Bodies to pay or contribute to the cost of operation or maintenance of the Union Project Public Garage, and (ii) shall provide that all revenues generated by the Union Project Public Garage shall be utilized as determined by Developer; and (i) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the Projects on the Project Sites, including, whenever reasonably possible, coordinating with Developer to lower the Projects' costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.

4. Developer's Obligations.

(a) Subject to the terms and conditions of this Agreement, Developer shall: (1) in connection with the City, jointly submit the Plats for final approval and recordation prior to each of the Closings; (2) complete the Projects (i) substantially in accordance with the applicable Final Documents and Drawings and (ii) with respect to the Union Project, in a manner that results in approximately \$140 Million to \$160 Million Dollars of private investment in the Union Project, and (iii) with respect to the Crossing Project, in a manner that results in approximately \$60 Million to \$80 Million Dollars of private investment in the Crossing Project; (3) pay, when due, all Real Estate Taxes and Assessments on the Projects and the Project Sites; (4) make or cause to be made the payments required by the Taxpayer Agreements; (5) at each Closing, cause the Purchaser to purchase of the Bonds; (6) obtain the Project Loans and ensure that proceeds of such Project Loan are available on the applicable Closing Date (subject to the satisfaction of customary draw conditions); and (7) execute and perform the Ancillary Agreements.

(b) Subject to the terms and conditions of this Agreement, Developer and/or its assigns (subject to Section 16) will: (i) own the Crossing Project and the Crossing Project Site; (ii) construct and transfer the Union Project Public Garage to the City; (iii) operate the Union Project Public Garage for the City pursuant to a management agreement; provided, however, the City shall not be liable for the operation or maintenance of the Union Project Public Garage; and (iv) own the Union Project and the Union Project Site, with the exception of the Union Project Public Garage; provided, however, Developer or its successors and assigns shall accept the transfer and conveyance of the Union Project Public Garage upon expiration of the Bond Term.

5. Closing. Subject to the terms and conditions of this Agreement,

(a) Closing. Subject to the terms and conditions of this Agreement, Closing for the (i) Union Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of July 31, 2025, (ii) Crossing Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of October 31, 2026 (if developed by the Developer and subject to the Land Acquisition Agreement) and (iii) each of the Projects shall occur at the office of the Title Insurer or at such other place as the City and Developer mutually may agree.

(b) Deliveries. At each Closing, unless another time is specifically stated or the required action has previously occurred:

(i) Developer shall execute and deliver to the City evidence reasonably satisfactory to the City that it has closed the Project Loan and is entitled to draw on the Project Loan beginning on such Closing Date (subject to the satisfaction of customary draw conditions);

(ii) The applicable City Bodies and Developer shall execute and deliver the Ancillary Agreements;

(iii) The applicable City Bodies and the Purchaser shall execute and deliver the Bond Documents;

(iv) The applicable City Bodies and Developer shall execute and deliver copies of such resolutions, consents of members, partners, officers and/or shareholders and other evidence as the RDC, EDC, Building Corp., City, Developer, or the Title Insurer reasonably may request;

(v) The applicable City Bodies and Developer shall execute and deliver such other customary documents or instruments as the City, EDC, Building Corp., RDC, Developer or the Title Insurer may request in connection with the Closing;

(vi) Developer shall deliver certificates of policies of insurance required pursuant to **Exhibit F**;

(vii) Developer shall be exclusively responsible for all Closing Costs; provided, however, Bond Proceeds may be used to pay such Closing Costs;

(viii) Each Party shall be responsible for its own legal fees incurred in connection with negotiation of this Agreement and the Closing contemplated by this Agreement; and

(ix) With respect to the Closing for the Crossing Project, Developer shall pay the Crossing Purchase Price to the City.

6. Taxes. At all times during Developer's ownership or operation of each of the Projects and the Project Sites, as applicable, Developer assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against such Project Site whenever due and payable.

7. Conditions to Developer Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of Developer with respect to each of the Projects and Closings are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7, each of which shall apply to the Closing for the Union Project and Crossing Project:

(a) Environmental Condition. Prior to expiration of the Diligence Period, Developer shall have conducted all industry standard Property Inspections concluding that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws, (ii) are no underground storage tanks located on the Project Site, and (iii) are no wetlands on the Project Site.

(b) Physical Condition. Prior to expiration of the Diligence Period, Developer shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project or require unusually costly development techniques, in accordance with the terms and conditions of this Agreement.

(c) Zoning. Prior to expiration of the Diligence Period, Developer shall determine whether the Project Site is or will be zoned for the Project.

(d) Utility Availability. Prior to expiration of the Diligence Period, Developer shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements, and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to expiration of the Diligence Period, Developer shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the current stage of construction.

(f) Financial Ability. Prior to expiration of the Diligence Period, Developer shall have determined that it has adequate funds (Project Loan proceeds, Bond Proceeds, and/or cash on hand) to construct the Project.

(g) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Developer, each exercising commercially reasonable discretion, shall have approved and executed (or execute at the Closing) the Ancillary Agreements.

(h) Bond Proceeds. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary to authorize the Bonds; and (ii) demonstrated that the Bond Proceeds shall be made available to Developer in accordance with the Funding Agreement.

(i) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto, shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(j) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(k) City Body Approvals. As of the Closing Date, City Bodies have obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(l) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(m) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all of the representations in Section 10(a) shall be true and accurate in all material respects.

If any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Developer either may elect to: (A) waive in writing satisfaction of the conditions and proceed to the Closing; or (B) terminate this Agreement and any executed Ancillary Agreements by delivery of written notice to City Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by a City Body, Developer shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) Developer shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if Developer fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, then Developer shall be deemed to have waived such condition and shall proceed to Closing.

8. Conditions to City Bodies' Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing (unless a specific

Closing is stated) with respect to each of the Projects, are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

(a) Required Permits. Prior to expiration of the Diligence Period, Developer shall have obtained, or City Bodies or Developer have determined that Developer shall be able to obtain, all Required Permits then available for the current stage of construction.

(b) Financial Ability. On or before the Closing Date, Developer shall have demonstrated to City Bodies that it has/will have adequate funds (Project Loan proceeds, Bond Proceeds, and/or cash on hand) to construct the Project.

(c) Environmental Condition. Prior to the expiration of the Diligence Period, Developer shall provide a copy of its Phase I Environmental Site Assessment to City Bodies that there: (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site. As of the expiration of the Diligence Period, there shall not have been any material adverse change in the environmental condition of the Project Site.

(d) Physical Condition. Prior to the expiration of the Diligence Period, City Bodies shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Developer, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

(f) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(g) Procedure. On or before the Closing Date, the Parties have agreed on the terms on which the Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that: (i) all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (A) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (B) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (C) the pledging of the Pledged Increment to the payment of debt service on the Bonds and capitalized interest as applicable; and (D) the Allocation Areas have been established.

(h) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(i) Developer Approvals. On or before the Closing Date, Developer has obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(j) Compliance. On or before the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(k) No Breach. On or before the Closing Date: (i) there shall be no breach of this Agreement by Developer that Developer has failed to cure within the Cure Period; and (ii) the representations and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to Developer; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Developer, City Bodies shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

9. Incurred Costs and Failure to Close. Each of the City Bodies and Developer is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other Parties will proceed to Closing on or before the applicable Outside Closing Date. Accordingly, if this Agreement is terminated:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) after expiration of the Diligence Period, failure of the applicable City Body to satisfy the condition included in Sections 8(e) or (g), or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Developer for its Incurred Costs.

(b) due to (i) a continuing Event of Default by Developer, (ii) after expiration of the Diligence Period, failure of Developer to satisfy the conditions included in Section 7(a) through 7(g) and 7(i), or (iii) failure of Developer to comply with the representations and warranties included in Sections 10(b) or (c), then Developer shall reimburse the City for its Incurred Costs.

(c) If this Agreement is terminated for any reason other than those set forth above, then each party shall be responsible for paying its own costs and expenses.

(d) Any reimbursement or action required under this Section 9 shall be paid or performed, as applicable, by such party within thirty (30) days after receipt of written invoice or notice therefor, together with reasonable evidence supporting the amount set forth in such invoice.

10. Representations and Warranties.

(a) City Bodies. Each City Body represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana, (iii) RDC is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana, (iv) EDC is the governing body of the City of Fishers Economic Development Department organized and existing under the laws of the State of Indiana, (v) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (vi) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (vii) this Agreement is the legal, valid, and binding obligation of it, and (viii) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Developer. Developer represents and warrants to each City Body that: (i) Developer is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana, (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of Developer, (vi) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer, and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Developer has employees, Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Developer has employees, Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Developer states that it does not currently have employees.

(c) 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 Developer has employees, Developer covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Developer has employees, within ten (10) days after the Effective Date, Developer shall execute an affidavit

affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative if Developer has employees. Developer states that it does not currently have employees.

(d) Master Development Plan. The City represents that the completion of the Projects are consistent with, a part of, and will assist it in fulfilling its Master Development Plan.

11. Allocation Areas and Pledged Increment; Bonds Structure.

(a) Allocation Areas. Subject to all procedures required by the Laws and the terms and conditions of this Agreement and prior to Closing for the Union Project Senior Bonds, the City Bodies shall establish the Allocation Areas. Subject to all procedures required by the Laws the City Bodies shall pledge: (i) the Pledged Increment to the repayment of the Senior Bonds and the Subordinate Bonds as outlined herein; (ii) capitalized interest to the Bonds, as applicable; and (iii) the respective Taxpayer Payments to the repayment of the respective Senior Bonds. The foregoing pledges will remain effective for the respective Bond Terms.

(b) Payment Order. The respective Pledged Increment will be utilized in the following order: (i) to make current payments of interest and principal on the respective Senior Bonds, (ii) to replenish reserves for the respective Senior Bonds, (iii) to remedy any prior shortfalls with respect to payments of interest and principal on the respective Senior Bonds pursuant to the related Taxpayer Agreements (in any instance, a "**Shortfall**") or, in the event of a Shortfall, reimburse Developer or a Developer affiliate if such entity makes a payment on the respective Senior Bonds (including its carrying costs for such payments), (iv) to pay Continuing Bond Costs, and (v) to make payments of interest and principal on the respective Subordinate Bonds. City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Beginning not less than thirty (30) days prior to the initial date for the first (1st) debt service payment on the Union Project (as stated in the Project Analysis) and continuing for each consecutive year thereafter during the Reimbursement Term (as that term is hereinafter defined), the City shall pay to Developer the Reimbursement Amount, if any, semi-annually on or before May 10th and November 10th of each year of the Reimbursement Term. The "**Reimbursement Term**" is defined as the earlier of (i) twenty-five (25) years, or (ii) the date on which owners of the parcels within the Additional Crossing Allocation Area are liable for making a taxpayer payment pursuant to a developer obligations agreement that requires such owners to guarantee tax payments in an amount not less than the Additional Estimated Taxes for such parcel. For the avoidance of doubt, the Reimbursement Term may vary for each parcel within the Additional Crossing Allocation Area depending on when an owner of a parcel within the Additional Crossing Allocation Area is liable for making a payment pursuant to a Taxpayer Agreement. Notwithstanding the foregoing or anything included herein to the contrary, the Reimbursement Amount shall only be due from the City to the Developer in any semi-annual period, to the extent a Taxpayer Payment required by a Taxpayer Agreement recorded against the Union Project Site is required to be made for such period. Notwithstanding the foregoing with respect to the order of

uses of Pledged Increment, the Yard TIF shall be used only to pay debt service on the Senior Bonds.

(c) **TIF Revenue Shortfalls.** In the event of any Shortfall, such Shortfall shall accrue interest at the respective Senior Bond Interest Rate notwithstanding whether, in the event of a Shortfall, Developer or a Developer affiliate makes a payment on the Senior Bonds.

(d) **Excess TIF.** To the extent there is Excess TIF, such Excess TIF shall be available to the RDC to use for any purpose under the Laws, in its sole discretion.

(e) **Interest During Construction.** At the option and discretion of Developer, the Bonds shall bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate, or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate intended to be equal to or less than eight percent (8%), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

(f) **Costs of Issuance and Administrative Fees.** Developer shall be solely liable for all Closing Costs, which amounts shall be paid from Bond Proceeds, and, subject to Section 11, Bond Proceeds shall additionally be used to pay Continuing Bond Costs.

(g) **Bond Structuring.** The Bonds may be structured in one or more series to support the Projects. It is currently anticipated that the Senior Bonds will (i) be payable solely from Pledged Increment (including the Yard TIF), with the lien of the Pledged Increment being pledged on a senior basis to the Subordinate Bonds, and to the extent Pledged Increment is insufficient, from the Taxpayer Payments, (ii) be issued on a tax-exempt or taxable basis, (iii) be issued in multiple separate series on two or more different closing dates, and (iv) be utilized to finance the Crossing Project and the Union Project. In connection with the issuance of the Senior Bonds it is anticipated that the Developer will own and operate the Crossing Project, the Crossing Project Site, the Union Project (but not own the Union Project Public Garage). It is currently anticipated that the Subordinate Bonds will (i) be payable from the Pledged Increment, with the lien of the Project Increment pledged to the Subordinate Bonds being subject to the prior payment of the respective Senior Bonds, (ii) be issued on a taxable basis, and (iii) be utilized to finance the Project. It is currently anticipated that the Union Project Senior Bonds and the Union Project Subordinate Bonds will be issued in conjunction with the Union Project closing and the that Crossing Project Senior Bonds and the Crossing Project Subordinate Bonds will be issued in conjunction with the Crossing Project closing.

12. Plan Refinement Process. For each of the Projects, Developer shall prepare and submit the Final Documents and Drawings to the City as part of the Plan Refinement Process. While City may provide written comments to Developer regarding the Final Documents and Drawings, City’s rights to approve the Final Documents and Drawings shall be limited to its rights under applicable City process(es) for Zoning and the Required Permits.

13. Inspections. City shall have inspection rights to ensure compliance by Developer with Zoning, the Required Permits, and as otherwise permitted by the Laws.

14. Taxpayer Agreement. For the Senior Bonds, to the extent determined necessary for the Senior Bonds by the Developer, Developer and the RDC agree to enter into one or more mutually acceptable Taxpayer Agreements for the Senior Bonds, covering the Allocation Areas, that (a) states that beginning in the calendar year following the first January 1 after Substantial Completion of the respective Project continuing through each calendar year of the Bond Term, Developer agrees to (i) annually (in semi-annual payments on the dates that are twenty (20) days prior to the next-due payment of debt service on the respective Senior Bonds) pay RDC the positive difference, if any, between: (A) the amount of the required debt service payment on the respective Senior Bonds; and (B) the Pledged Increment distributable to RDC for the applicable year available for payment on the respective Senior Bonds; (b) provides that the payments due by Developer thereunder are secured by an annually renewable lien against the respective Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (i) be prior to any mortgage or other lien or encumbrance on the respective Project Site other than the lien of Real Estate Taxes; and (ii) renew automatically every January 1 during the Bond Term in its same priority; and (c) shall be recorded and run with the real property comprising the respective Project Site. Nothing in this Agreement or the Taxpayer Agreement (if required by Developer) shall be deemed to release Developer from any obligation to pay Real Estate Taxes on the respective Project Site regardless of when payable or assessed. The Taxpayer Payments shall only secure payment of the respective Senior Bonds and shall only be required to the extent the Pledged Increment is insufficient to make payment on such Senior Bonds. For clarification, any Taxpayer Agreements covering portions of the Union Allocation Area and the Additional Crossing Allocation Areas will secure the Union Project Senior Bonds to the extent Pledged Increment is insufficient and any Taxpayer Agreements covering portions of the Crossing Allocation Area will secure the Crossing Project Senior Bonds to the extent Pledged Increment is insufficient.

15. Default.

(a) Events of Default. It shall be an “Event of Default” if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within the applicable Cure Period.

(b) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it.

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or

remedy, unless otherwise expressly stated; instead, each and every such right or remedy 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. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

16. Indemnification. Developer shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (i) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; and (iv) the breach by Developer of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, City Bodies' and Developer's obligations under this Section shall survive the termination of this Agreement.

17. Assignment.

(a) Upon Closing, this Agreement shall run with each of the Project Sites and shall be binding on successors in title to the Project Sites. Prior to Substantial Completion of each of the Projects, Developer shall not assign this Agreement without the approval of the City, and the City Bodies shall not assign this Agreement without the prior written approval of Developer; provided that: (i) without the prior written approval of Developer, City Bodies may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (ii) without the prior written approval of City, Developer may assign, partially or in its entirety, this Agreement to (A) a third party controlling, controlled by or under common control with Developer and/or any subsidiary or affiliate of Developer that has full power, authority, and capability to accept such assignment and perform the obligations of Developer hereunder; or (B) collaterally assign this Agreement (or portion hereof) to a Project Lender.

(b) Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Developer, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Developer, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder, and (ii) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption. Notwithstanding any provision in this Agreement the contrary, upon an assignment in strict compliance with this Agreement by Developer of its rights and obligations in respect of the Project no other assignee of Developer shall have any responsibility for any obligations of Developer other than those expressly assumed by any such assignee.

18. 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, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Developer, Ashlee Boyd (aboyd@thompsonthrift.com), with copies (via email, only) to: Brian Fritts (bfritts@thompsonthrift.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.

19. Authority. Each undersigned person executing this Agreement on behalf of the City, Building Corp., EDC, RDC and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City, Building Corp., EDC RDC, or Developer, 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 the City, Building Corp., RDC, EDC and Developer, respectively; provided, however, each of the City's, Building Corp., EDC and RDC's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which the City, Building Corp., EDC and RDC agree to undertake with diligence and in good faith.

20. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Developer) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise

commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of “Force Majeure”, the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

21. Merger. All prior agreements, understandings, and commitments with respect to the transaction contemplated herein are hereby superseded, terminated, and merged herein, and shall be of no further force or effect. Absent an amendment to, or modification of, this Agreement in accordance with this section, in no event shall City Bodies be obligated to perform any work, incur any expenses, or provide any incentives (whether with respect to the Project Sites, the Projects, or any site or improvements adjacent to, or in the vicinity of, the Project Sites) other than as specifically set forth in this Agreement. This Agreement may be amended or modified only by written instrument executed by City Bodies and Developer.

22. Original LAA. The Parties acknowledge and agree that the Original LAA includes certain obligations and rights of the Parties concerning the Development Land. Upon Closing on the Union Project, the Original LAA shall be null, void and of no further force or effect.

23. Development Land. If the Closing for the Union Project does not occur prior to December 31, 2025, then Parties agree that within sixty (60) days thereafter, the City Bodies shall purchase (unless the Parties agree otherwise) the Development Land from Developer for the Development Land Price as calculated pursuant to **Exhibit H** (including, without limitation, the cap of \$5,900,000.00, the “**Development Land Price**”) and pursuant to the terms included in **Exhibit I** (the “**Development Land Closing Terms**”). However, upon Closing on the Union Project, the City Bodies’ right and/or obligation to purchase the Development land shall automatically and without further action of the Parties terminate.

24. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Developer, and 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. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer 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, Building Corp., EDC, RDC, and Developer. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. 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, employment relationship or joint venture between Developer, the City, Building Corp., EDC, and RDC 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 City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

25. Execution of Agreement. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Developer the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of Developer's receipt of the City-Executed Agreement, Developer shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 23 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

26. Index of Exhibits:

Exhibit A:	Yard Allocation Area
Exhibit B	Additional Crossing Allocation Areas
Exhibit C-1:	Concept Plan (Union Project)
Exhibit C-2:	Concept Plan (Crossing Project)
Exhibit D:	Crossing Project Site
Exhibit E:	Union Project Site
Exhibit F:	Insurance
Exhibit G:	Development Land
Exhibit H:	Development Land Cost
Exhibit I:	Development Land Closing Terms

[signatures on following pages]

IN WITNESS WHEREOF, the City, EDC, Building Corp., 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

Date: ____February 24. 2025____

“EDC”

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____

Its: _____

Date: _____

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Damon Grothe, President

Date: _____

ATTEST:

By: _____
Anderson Schoenrock, Secretary

Date: _____

“BUILDING CORP.”

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____
Jay Bangert, President

Attest: _____
Secretary

“DEVELOPER”

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____
_____, _____

Date: _____

EXHIBIT A
Yard Allocation Area

EXHIBIT B
Additional Crossing Allocation Areas

EXHIBIT C-1
Concept Plan (Union Project)

Exhibit C-2
CONCEPT PLAN (CROSSING PROJECT)

EXHIBIT D
Project Site (Crossing Project)

EXHIBIT E
Project Site (Union Project)

EXHIBIT F

Developer Insurance Requirements

Developer shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by Developer reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on each respective Project. The City Bodies shall be named as additional insureds on Developer's Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide Developer with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City and the Redevelopment Commission as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City and the Redevelopment Commission per the follows: \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City and the Redevelopment Commission as additional insureds.
5.	Umbrella Liability: \$2,000,000.00.

EXHIBIT H

Development Land Price

The Parties acknowledge and agree that the following expenses are estimates, and the City Bodies shall be responsible for the actual and documented cost; provided however, such costs shall not exceed Five Million Nine Hundred Thousand and no/100 Dollars (\$5,900,000.00)

Contract Purchase Price	\$4,573,800.00
Title Insurance (<i>TBD</i>)	<i>TBD</i>
ALTA Survey	\$20,000.00
Geotechnical Investigation	\$9,000.00
Environmental (Phase 1 and Reliance)	\$1,500.00
Development Fee	\$0
Recording Fees	\$500.00
Escrow Fees (<i>TBD</i>)	<i>TBD</i>
Loan Fees and Costs (<i>not to exceed \$75K</i>)	\$75,000.00
Additional Due Diligence	\$40,000.00
Attorneys' Fees (<i>not to exceed \$55K</i>)	\$55,000.00
Property Taxes (<i>Assume \$60K AV/acre</i>)	\$14,748.30
LAA and Carry Costs	\$4,789,548.30
Approximate Carry Costs @ 6.0%	\$1,005,805.14
<i>Estimated Land Acquisition Cost</i>	\$5,795,353.44

EXHIBIT I
Development Land Closing Terms

- Development Land Price shall be paid in immediately available funds by wire transfer in accordance with wire transfer instructions to be provided by the title insurer.
- City Bodies may assign the right to acquire the Development Land or any portion thereof but shall be liable to acquire the Development Land until closing on a transfer and conveyance to any third-party.
- Possession of the Development Land or any portion thereof shall be delivered at the City Closing, subject only to (a) the lien of current year taxes and assessments not delinquent; (b) any exceptions to title reflected in the commitment at the time of closing to which the City Bodies do not object; and (c) such other matters that are accepted by the City Bodies in writing.
- City Bodies shall pay or cause to be paid, on the closing date, all closing costs, except that each party shall pay its own attorneys' fees related to the city closing.
- Developer shall deliver: (a) the deed; (b) a vendor's affidavit from in form and substance such that the title insurer will issue the commitment; and (c) such other customary documents or instruments as required to be delivered in connection with a commercial real estate closing.

RESOLUTION NO. R022425C

RESOLUTION APPROVING AMENDED AND RESTATED PROJECT AGREEMENT (THE UNION & CROSSING PROJECTS)

WHEREAS, Thompson Thrift (“Developer”) is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, on or about January 10, 2023, the Developer and the City Bodies entered into that certain Project Agreement pursuant to which Developer agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements (the “Original Agreement”);

WHEREAS, pursuant to the Original Agreement, the City agreed to issue a developer-backed bond, utilize excess TIF (if available) from the Yard TIF District to pay any debt service and budget shortfalls and pledge tax increment from the Additional Crossing Allocation Area to the Bonds;

WHEREAS, since entering into the Original Agreement, the Developer has determined that it needs to restructure the Bonds, and the City has determined that it needs to amend the geographic area in the Additional Crossing Allocation Area, all pursuant to an agreement substantially similar to the Amended And Restated Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”);

WHEREAS, the Agreement does not change the obligations of Developer, or the financial incentive provided by the City Bodies; and

WHEREAS, 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 an amended and restated project agreement substantially similar to the Agreement.

Section 2. The Mayor is hereby authorized to execute an amended and restated project agreement substantially similar to the Agreement.

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 ____ day of February, 2025.

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

YAY

NAY

ABSTAIN

	Cecilia Coble, President		
	Pete Peterson Vice President		
	John DeLucia, Member		
	Brad DeReamer, Member		
	Tiffanie Ditlevson, Member		
	Selina Stoler, Member		
	Bill Stuart, Member		
	John Weingardt, Member		
	Todd Zimmerman, 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, 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

RESOLUTION NO. R022425C

RESOLUTION APPROVING AMENDED AND RESTATED PROJECT AGREEMENT (THE UNION & CROSSING PROJECTS)

WHEREAS, Thompson Thrift (“Developer”) is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, on or about January 10, 2023, the Developer and the City Bodies entered into that certain Project Agreement pursuant to which Developer agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements (the “Original Agreement”);

WHEREAS, pursuant to the Original Agreement, the City agreed to issue a developer-backed bond, utilize excess TIF (if available) from the Yard TIF District to pay any debt service and budget shortfalls and pledge tax increment from the Additional Crossing Allocation Area to the Bonds;

WHEREAS, since entering into the Original Agreement, the Developer has determined that it needs to restructure the Bonds, and the City has determined that it needs to amend the geographic area in the Additional Crossing Allocation Area, all pursuant to an agreement substantially similar to the Amended And Restated Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”);

WHEREAS, the Agreement does not change the obligations of Developer, or the financial incentive provided by the City Bodies; and

WHEREAS, 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 an amended and restated project agreement substantially similar to the Agreement.

Section 2. The Mayor is hereby authorized to execute an amended and restated project agreement substantially similar to the Agreement.

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 24th day of February, 2025.

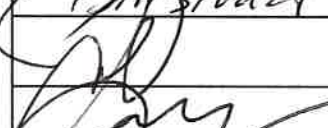
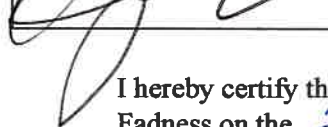
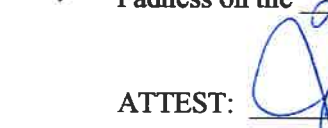
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

R022425C

YAY

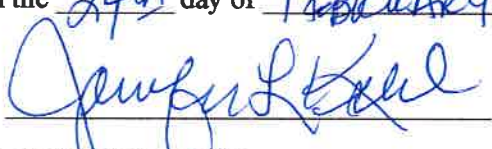
NAY

ABSTAIN

	Cecilia Coble, President		
Cecilia Coble	Pete Peterson Vice President	Cecilia Coble member	
	John DeLucia, Member	Vice President	
	Brad DeReamer, Member		
	Tiffanie Ditlevson, Member		
	Selina Stoler, Member		
	Bill Stuart, Member		
	John Weingardt, Member		
	Todd Zimmerman, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February, 2025 at 8:09 p.m.

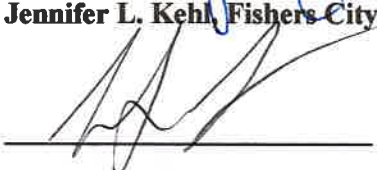
ATTEST:


Jennifer L. Kehl, Fishers City Clerk



MAYOR'S APPROVAL

February 24, 2025


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

AMENDED AND RESTATED PROJECT AGREEMENT

This Amended And Restated Project Agreement (the “**Agreement**”) is executed as of the 24th day of February 2025, by and among **Thompson Thrift Development, Inc.**, an Indiana corporation, (“**Developer**”), **City of Fishers, Indiana** (“**City**”), **Fishers Town Hall Building Corporation** (“**Building Corp.**”), **City of Fishers Redevelopment Commission** (“**RDC**”), and **City of Fishers Economic Development Commission** (“**EDC**” and together with the Developer, City, Building Corp. and RDC, the “**Parties**” and each a “**Party**”) on the following terms and conditions:

Recitals

WHEREAS, on or about January 10, 2023, the Parties entered into that certain Project Agreement generally concerning the City Obligations and Developer Obligations included herein (the “**Original Agreement**”);

WHEREAS, since entering into the Original Agreement, the Projects and structure of the bonds have slightly changed;

WHEREAS, the Parties now desire to enter into this Agreement that supersedes and replaces in full the Original Agreement;

WHEREAS, this Agreement is entered into pursuant to and consistent with the City’s master plan of creating a sustainable, pedestrian friendly, City where residents live, work and play (the “**Master Development Plan**”);

WHEREAS, as part of the Master Development Plan, the City has (a) worked with developers to develop mixed-use developments that include apartments, condominiums, office space and retail; (b) incented multiple high-growth, high-technology businesses to locate to the City; (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s Nickel Plate District to be designated a certified technology park; (d) developed a biosciences corridor; and (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District;

WHEREAS, the City continues to fulfill its Master Development Plan and now desires, in connection with and as a part thereof, to induce the development of additional hotel rooms and commercial amenities in the City;

WHEREAS, Developer is an Indiana-based commercial and residential developer that has designed and constructed mixed-use developments and other residential and commercial amenities throughout the Midwest and in Arizona, Florida and Texas, including, among others, the Fishers District and the Stations, in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$160 Million to \$180 Million in completing the Union Project and \$60 Million to \$85 Million in completing the Crossing Project, if the City will satisfy the City’s obligations included herein;

WHEREAS, City Bodies have determined that completion of the Projects is in the best interests of the citizens of the City, and, therefore, City Bodies desire to induce Developer to complete the Projects; and

WHEREAS, to stimulate and induce the development of the Projects on each of the Project Sites, City Bodies have agreed, subject to further proceedings required by law, to provide the economic development incentives described herein.

Agreement

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

1. Defined Terms. The following capitalized terms are used throughout this Agreement with the meaning set forth in this Section 1:

Additional Crossing Allocation Areas shall mean separate and distinct tax allocation areas established by City Bodies pursuant to Ind. Code § 36-7-14 *et seq.*, for the following areas: Parcel 3, Parcel 5 and Parcel 6 as depicted on **Exhibit B**.

Additional Crossing Area TIF shall mean 100% of the increment generated in the Additional Crossing Allocation Areas.

Allocation Areas shall mean collectively, the Additional Crossing Allocation Areas, the Crossing Allocation Area and the Union Allocation Area.

Ancillary Agreements shall mean, individually or collectively, for each of the Projects, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Taxpayer Agreements (if required by Developer and consistent with the Laws based on the tax status of the Bonds) and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement. For the avoidance of doubt there may be two (2) sets of Ancillary Agreements, one (1) for the Union Project and one (1) for the Crossing Project.

Approved Costs shall mean all Hard Costs and Soft Costs (including capitalized interest on and reserves for the Bonds) related to the development and construction of the Projects, as well as land allocated for the City Garage for the Union Project.

Approved Plans shall mean for each of the Projects, the plans for the Projects on which the financial analysis for the Bonds is based. For the avoidance of doubt there shall be two (2) sets of Approved Plans, one (1) for the Union Project and one (1) for the Crossing Project.

Assessments shall mean all general and special governmental and utility assessments.

Bond(s) shall mean, for the Projects (and whether referring to the Senior Bonds or Subordinate Bonds), one or more series of taxable or tax exempt (as collaboratively determined by the City Bodies and Developer pursuant to the Laws; provided, however, in the event of differing

determinations concerning the status of the Bonds based on the Laws, the City's determination shall prevail) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq.* in a maximum par amount that Developer and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Union Project and Crossing Project, as applicable, is utilized to pay debt service on the Bonds. Such maximum principal amount shall assume that there will be three percent (3%) annual increases in assessed value during the twenty-five (25) year term in each of the Union Allocation Area and Crossing Allocation Area, as applicable (the "AV Increases"). For the avoidance of doubt, the Bonds shall be exclusively based on tax increment (a) to be generated from the Projects together with the AV Increases, and (b) estimated tax increment (as jointly determined by the City Bodies and Developer) to be generated in the Additional Crossing Allocation Areas and shall be payable solely from the applicable Pledged Increment. Except as stated herein with respect to the Yard TIF, the City Bodies shall not be obligated to provide any other source of payment or security for the Bonds. Prior to expiration of the applicable Diligence Period, the Parties shall mutually agree to the par amount of the Bonds and the net proceeds resulting therefrom.

Bond Documents shall mean the documents evidencing and/or securing the Bonds.

Bond Interest Rate shall have the meaning ascribed to such term in Subsection 11(e).

Bond Proceeds shall mean the proceeds of the Bonds, which Bond Proceeds shall be used to pay (a) Approved Costs, (b) Closing Costs; and (c) reasonably incurred and documented administrative costs of the City associated with maintaining the Bonds (the "**Continuing Bond Costs**"). The Bond Proceeds shall be exclusively available for the Projects as herein specified.

Bond Term shall mean twenty-five (25) years from the date of issuance of each of the Bonds.

Budget shall mean, for each of the Projects, a detailed hard and soft cost budget, for (a) the costs of the design and construction of the Project in accordance with the Final Documents and Drawings; (b) the payment of all professional fees and financing fees; and (c) the payment of all other related closing costs and soft costs to be incurred in connection with the development and construction of the Project. The Budget must be in a form and with detail acceptable to Project Lender.

City Body or City Bodies shall mean any of City, EDC, Building Corp. and/or RDC, as applicable.

Claims shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

Closing shall mean, for each of the Projects, to the extent such has not previously occurred, (a) recordation of the Plat; (b) execution of all Ancillary Agreements; (c) the City's approval of the Budget; (d) the City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (e) Project Lender issuing the Project Loan to Developer (and Developer authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions); (f) with respect to the

Crossing Project, Developer's payment of the Crossing Project Price to the City; and (g) the Parties approval of applicable financial analyses, including, without limitation, the estimated assessed value, estimated tax increment, available Bond Proceeds, reserve requirements and capitalized interest, if applicable, and schedule of initial and continuing debt service payments (for each project, the "**Project Analysis**").

Closing Costs shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the Bonds, including, without limitation bond issuance costs and administrative fees and counsel fees for both City Bodies and Developer.

Closing Date shall mean each of the dates on which Closing for the Union Project or Crossing Project occurs.

Concept Plan shall mean, for the Union Project, the plan attached hereto as **Exhibit C-1 (Union Project)** and for the Crossing Project the plan attached hereto as **Exhibit C-2 (Crossing Project)**.

Crossing Allocation Area shall mean the allocation area established for the Crossing Site.

Crossing Project shall mean collectively, the development and construction of a mixed-use project envisioned to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space). Notwithstanding the foregoing, the Crossing Project may change in use and scope during the Due Diligence Period and shall ultimately be developed based on the Approved Plans. The Crossing Project shall culminate in approximately \$60 Million to \$80 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

Crossing Project Senior Bonds shall mean Bonds issued for the Crossing Project and payable on a senior basis from (i) the Project Increment Generated in the Crossing Allocation Area, and the Yard TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds).

Crossing Project Subordinate Bonds shall mean Bonds issued for the Crossing Project and payable from the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing project Senior Bonds.

Crossing Purchase Price shall mean the purchase price agreed to by the Parties based on a shared pro forma, and with such purchase price payable at the time that Developer closes its construction loan and is prepared to commence construction of the Crossing Project.

Crossing Project Site shall mean the approximately ____ acres of real property labeled as the Crossing Site on **Exhibit D**.

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the

defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of default. Notwithstanding the preceding, a Cure Period shall not be applicable to a default under an Ancillary Agreement, and specific cure periods for such defaults shall be expressly set forth in such Ancillary Agreement.

Development Land shall mean the approximately ten and one-half (10.5) acres of real property depicted on Exhibit G.

Diligence Period shall mean, for each of the Projects, the time period commencing on the Effective Date and ending thirty (30) days prior to the applicable Outside Closing Date.

Effective Date shall mean the date set forth in the opening paragraph of this Agreement.

Event of Default shall have the meaning set forth in Section 15.

Excess TIF shall mean any Project Increment remaining, following (i) payment of debt service on the Senior Bonds, (ii) replenishment of reserve funds for the Senior Bonds, (iii) reimbursement to the Developer for any Shortfall (as defined in Section 11(b)), (iv) payment of Continuing Bond Costs and (v) payment of debt service on the Subordinate Bonds.

Final Documents and Drawings shall mean, for each of the Projects, the final design development documents, construction drawings and construction schedule, as each is finalized and approved or reviewed by the City in accordance with City planning and zoning procedure, which Final Documents and Drawings shall strictly comply with the zoning requirements for the Project Site and be materially the same as the Concept Plan.

Force Majeure shall mean, with respect to Developer or City Bodies, any cause that is not within the reasonable control of Developer or City Bodies, respectively, including, without limitation: (a) an act or omission of one of the other parties hereto; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana;; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

Funding Agreement shall mean an agreement for each of the Projects pursuant to which the Bond Proceeds shall be disbursed to Developer in a commercially reasonable manner for Approved Costs. Developer shall be responsible for all costs to design and construct the Projects in excess of the Bond Proceeds.

Hard Costs shall mean the costs incurred in connection with construction of each of the Projects, which costs are customarily known in the industry as "hard costs".

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the applicable Diligence Period; and (b) prior to the applicable Closing, all actual, out-of-pocket, third-party costs

and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed \$100,000).

Laws shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, the Planned Units Development Ordinance that governs the Project Sites and all applicable environmental laws, as amended.

Original LAA shall mean that certain June 1, 2021, Land Acquisition And Economic Development Agreement by and among Thompson Thrift Development, Inc. and the City Bodies concerning the Development Land, among other obligations and commitments of the parties thereto.

Outside Closing Date shall mean for the (a) Crossing Project on or before October 31, 2026, if such project on Parcel 2 remains financially viable and Developer proceeds to develop such project on Parcel 2, and (b) Union Project on or before December 31, 2025, unless the Outside Closing Date is extended by the City in its sole discretion. In the event Developer or its affiliate do not close on Parcel 2 of the Crossing Project, such land shall remain Commercial Property subject to the Land Acquisition Agreement.

Plat shall mean, for each of the Projects, the plat prepared by Developer that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hamilton County, Indiana prior to or contemporaneous with other documents needed for Closing, which Plat is anticipated to create five (5) parcels and a horizontal property regime with multiple parcels.

Pledged Increment shall mean, for the (a) Union Project Senior Bonds, (i) the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas, and (ii) the Yard TIF (if available and needed to pay debt service on the Union Project Senior Bonds); (b) Union Project Subordinate Bonds, the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds; (c) Crossing Project Senior Bonds, (i) the Project Increment generated in the Crossing Allocation Area, and the Yard TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds); and (d) Crossing Project Subordinate Bonds, the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing Project Senior Bonds.

Project(s) shall mean, individually or collectively, as applicable, the Crossing Project and the Union Project.

Project Increment shall mean collectively, one hundred percent (100%) of the tax increment generated from the Union Allocation Area, one hundred percent (100%) of the tax increment generated from the Crossing Allocation Area and one hundred percent (100%) of the tax increment generated from the Additional Crossing Allocation Areas.

Project Site(s) shall mean, individually or jointly, as applicable, the Crossing Project Site and the Union Project Site.

Project Lender shall mean, for each of the Projects, a financial institution that is not affiliated with Developer making the Project Loan, and any successor or assignee thereof.

Project Loan(s) shall mean, for each of the Projects, one (1) or more construction loans by and between the Project Lender and Developer, the proceeds of which, along with the Bond Proceeds shall be used to fund development and construction of each of the Projects. The Project Loans shall be disbursed pursuant to the Project Loan Documents (and not pursuant to the Funding Agreement) and the proceeds shall be available at the applicable Closing (subject to the satisfaction of customary draw conditions).

Project Loan Documents shall mean, individually or collectively, the documents evidencing or securing the Project Loan(s).

Property Inspections shall mean, for each of the Project Sites, surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

Purchaser shall mean Developer, an affiliate of Developer or a third party identified by Developer.

Real Estate Taxes shall mean all real estate taxes levied on, against, or with respect to all or any specified portion of the Projects and Project Sites.

Reimbursement Amount shall mean the positive difference, if any, between the estimated, annual, aggregate amount of tax increment that the City and Developer mutually determine in their commercially reasonable discretion (collectively, or for each parcel, the “**Additional Estimated Taxes**”), will be generated by each of the parcels within the Additional Crossing Allocation Areas and the annual, aggregate tax increment actually generated by such Additional Crossing Allocation Areas. For example, in the event the City and Developer determine the Additional Crossing Allocation Area will annually generate One Hundred Dollars (\$100.00), but only Seventy-Five Dollars (\$75.00) is generated, the Reimbursement Amount for such year would equal Twenty-Five Dollars (\$25.00).

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy and use of each of the Projects.

Senior Bonds shall mean the Union Project Senior Bonds and the Crossing Project Senior Bonds.

Soft Costs shall mean costs incurred in connection with the Projects, which costs are customarily known in the real estate development and construction industry as “soft costs”.

Subordinate Bonds shall mean the Union Project Subordinate Bonds and the Crossing Project Subordinate Bonds.

Substantial Completion shall mean, for each of the Projects, the later of the date that: (a)

Developer receives a final or temporary certificate of occupancy for the Project; and (b) the date that Developer's architect certifies, per AIA Form G704, that the construction of the Project is substantially complete in material compliance with all Laws, this Agreement, the Final Documents and Drawings (subject to Permitted Changes), and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punch list items that do not materially interfere with the use or operation thereof.

Survey shall mean an ALTA survey of each of the Project Sites, certified as of a current date by a reputable licensed surveyor; which Survey does not show any matters that would: (a) materially and adversely will interfere with the construction and/or use of each of the Projects; or (b) render construction of each of the Projects unusually difficult or costly.

Taxpayer Agreement(s) shall mean, for the securing of the Senior Bonds, one or more developer obligations agreements and consents to real property tax lien imposing a lien against the real property included in the respective Allocation Area, equal in priority to the property tax lien granted to the State of Indiana under Ind. Code § 6-1.1-22-13 as permitted by Ind. Code § 36-7-25-6. It is anticipated that there will be multiple Taxpayer Agreements which will correspond to one or more parcels in each of the Allocation Areas. All Taxpayer Agreements shall be entered into between the Commission and the owner of the real property against which the taxpayer agreement is recorded.

Taxpayer Payments shall mean payments made pursuant to the Taxpayer Agreement(s).

Title Insurer shall mean First American Title Insurance Company.

Union Allocation Area shall mean the allocation area established for the Union Project Site.

Union Project shall mean, collectively, the development and construction of mixed-use project envisioned to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty-thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Notwithstanding the foregoing, the Union Project may change in use and scope during the Diligence Period and shall ultimately be developed based on the Approved Plans. The Union Project shall culminate in approximately \$160 Million to \$180 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

Union Project Public Garage shall mean the public parking garage that is part of the Union Project and located on the Union Project Site as depicted on **Exhibit D**.

Union Project Senior Bonds shall mean Bonds issued for the Union Project and payable on a senior basis from (i) the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas, and (ii) the Yard TIF (if available and needed to pay debt service on the Union Project Senior Bonds).

Union Project Site shall mean the approximately 10.5 acres of real property depicted on **Exhibit E**.

Union Project Subordinate Bonds shall mean Bonds issued for the Union Project and payable from the Project Increment generated in the Union Allocation Area and the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds.

Yard Allocation Area shall mean The Yard Economic Development Allocation Area, as depicted on **Exhibit A**.

Yard Bonds shall mean the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2018A (The Yard Retail Project) and the City of Fishers, Indiana Economic Development Revenue Bonds, Series 2018B (The Yard Garage Project).

Yard TIF shall mean for the Yard TIF Term, excess tax increment (any amount not required to pay debt service and other typical administrative costs associated with the Yard Bonds), in an amount not to exceed Five Hundred Thousand and no/100 Dollars, annually from the Yard Allocation Area (as depicted on **Exhibit A**).

Yard TIF Term shall mean the time period remaining under the Laws for the Yard Allocation Area.

2. Interpretation; Term and Other General Matters.

(a) The terms "include", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to".

(b) Whenever a Party's consent, approval, agreement or election is required or permitted by this Agreement, such consent, approval, agreement or election shall not be unreasonably withheld, conditioned or delayed if expressly provided for herein.

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing throughout the Bond Term (the "Agreement Term"). Except as expressly set forth otherwise herein, this Agreement shall terminate upon the expiration of the Agreement Term; provided, however, the obligation of the Parties to pay any money owed pursuant to this Agreement, shall survive termination of this Agreement) This Agreement concerns two (2) separate and distinct Projects. As such, the terms and provisions herein, unless otherwise specifically stated, equally and separately apply to each of the Projects. For example, and without limitation Developer shall complete the Closing process described in Section 5 and the Plan Refinement process described in Section 12 for each of the Projects.

3. City's Obligations. Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) in connection with Developer, jointly submit the Plat for final approval and recordation at or prior to Closing for each Project; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) issue the Bonds and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs and Closing

Costs at each Closing, and thereafter, within thirty (30) days after a completed draw request is approved pursuant to the Funding Agreement (which requests shall not be submitted more frequently than monthly); provided, however, the parties acknowledge and agree that Bonds for each of the Projects will not be issued until Closing for such Project; (d) prior to the Union Closing, create the Allocation Areas and pledge the Pledged Increment to repayment of the Bonds; provided, however, any such pledge shall be contingent on Closing for each of the Projects (for example and without limitation, the pledge of increment from the Crossing Allocation Area, shall be subject to Closing for the Crossing Project; provided further that upon the issuance of the Bonds for the Union Project in conjunction with the Closing of the Union Project, the City shall have pledged the increment from the Union Allocation Area and the Additional Crossing Allocation Area to the Bonds for the Union Project, with no contingency) (e) *[intentionally omitted]*; (f) provide reasonable assistance to Developer in connection with any zoning changes or variances determined to be necessary or appropriate for construction and use of the Projects in accordance with the Final Documents and Drawings; provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance and shall not be liable for the result of any rezone requests; (g) pay to Developer any Reimbursement Amount owed pursuant to Section 11; (h) own the Union Project Public Garage and contract for its operation by the Developer pursuant to a management agreement; provided, however, any such agreement: (i) shall not require the City Bodies to pay or contribute to the cost of operation or maintenance of the Union Project Public Garage, and (ii) shall provide that all revenues generated by the Union Project Public Garage shall be utilized as determined by Developer; and (i) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the Projects on the Project Sites, including, whenever reasonably possible, coordinating with Developer to lower the Projects' costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.

4. Developer's Obligations.

(a) Subject to the terms and conditions of this Agreement, Developer shall: (1) in connection with the City, jointly submit the Plats for final approval and recordation prior to each of the Closings; (2) complete the Projects (i) substantially in accordance with the applicable Final Documents and Drawings and (ii) with respect to the Union Project, in a manner that results in approximately \$140 Million to \$160 Million Dollars of private investment in the Union Project, and (iii) with respect to the Crossing Project, in a manner that results in approximately \$60 Million to \$80 Million Dollars of private investment in the Crossing Project; (3) pay, when due, all Real Estate Taxes and Assessments on the Projects and the Project Sites; (4) make or cause to be made the payments required by the Taxpayer Agreements; (5) at each Closing, cause the Purchaser to purchase of the Bonds; (6) obtain the Project Loans and ensure that proceeds of such Project Loan are available on the applicable Closing Date (subject to the satisfaction of customary draw conditions); and (7) execute and perform the Ancillary Agreements.

(b) Subject to the terms and conditions of this Agreement, Developer and/or its assigns (subject to Section 16) will: (i) own the Crossing Project and the Crossing Project Site; (ii) construct and transfer the Union Project Public Garage to the City; (iii) operate the Union Project Public Garage for the City pursuant to a management agreement; provided, however, the City shall not be liable for the operation or maintenance of the Union Project Public Garage; and (iv) own the Union Project and the Union Project Site, with the exception of the Union Project Public Garage; provided, however, Developer or its successors and assigns shall accept the transfer and conveyance of the Union Project Public Garage upon expiration of the Bond Term.

5. Closing. Subject to the terms and conditions of this Agreement,

(a) Closing. Subject to the terms and conditions of this Agreement, Closing for the (i) Union Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of July 31, 2025, (ii) Crossing Project shall occur on a date designated by Developer that is by or before the Outside Closing Date of October 31, 2026 (if developed by the Developer and subject to the Land Acquisition Agreement) and (iii) each of the Projects shall occur at the office of the Title Insurer or at such other place as the City and Developer mutually may agree.

(b) Deliveries. At each Closing, unless another time is specifically stated or the required action has previously occurred:

(i) Developer shall execute and deliver to the City evidence reasonably satisfactory to the City that it has closed the Project Loan and is entitled to draw on the Project Loan beginning on such Closing Date (subject to the satisfaction of customary draw conditions);

(ii) The applicable City Bodies and Developer shall execute and deliver the Ancillary Agreements;

(iii) The applicable City Bodies and the Purchaser shall execute and deliver the Bond Documents;

(iv) The applicable City Bodies and Developer shall execute and deliver copies of such resolutions, consents of members, partners, officers and/or shareholders and other evidence as the RDC, EDC, Building Corp., City, Developer, or the Title Insurer reasonably may request;

(v) The applicable City Bodies and Developer shall execute and deliver such other customary documents or instruments as the City, EDC, Building Corp., RDC, Developer or the Title Insurer may request in connection with the Closing;

(vi) Developer shall deliver certificates of policies of insurance required pursuant to **Exhibit F**;

(vii) Developer shall be exclusively responsible for all Closing Costs; provided, however, Bond Proceeds may be used to pay such Closing Costs;

(viii) Each Party shall be responsible for its own legal fees incurred in connection with negotiation of this Agreement and the Closing contemplated by this Agreement; and

(ix) With respect to the Closing for the Crossing Project, Developer shall pay the Crossing Purchase Price to the City.

6. Taxes. At all times during Developer's ownership or operation of each of the Projects and the Project Sites, as applicable, Developer assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments becoming a lien against such Project Site whenever due and payable.

7. Conditions to Developer Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of Developer with respect to each of the Projects and Closings are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7, each of which shall apply to the Closing for the Union Project and Crossing Project:

(a) Environmental Condition. Prior to expiration of the Diligence Period, Developer shall have conducted all industry standard Property Inspections concluding that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws, (ii) are no underground storage tanks located on the Project Site, and (iii) are no wetlands on the Project Site.

(b) Physical Condition. Prior to expiration of the Diligence Period, Developer shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project or require unusually costly development techniques, in accordance with the terms and conditions of this Agreement.

(c) Zoning. Prior to expiration of the Diligence Period, Developer shall determine whether the Project Site is or will be zoned for the Project.

(d) Utility Availability. Prior to expiration of the Diligence Period, Developer shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements, and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Required Permits. Prior to expiration of the Diligence Period, Developer shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the current stage of construction.

(f) Financial Ability. Prior to expiration of the Diligence Period, Developer shall have determined that it has adequate funds (Project Loan proceeds, Bond Proceeds, and/or cash on hand) to construct the Project.

(g) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Developer, each exercising commercially reasonable discretion, shall have approved and executed (or execute at the Closing) the Ancillary Agreements.

(h) Bond Proceeds. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary to authorize the Bonds; and (ii) demonstrated that the Bond Proceeds shall be made available to Developer in accordance with the Funding Agreement.

(i) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto, shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(j) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(k) City Body Approvals. As of the Closing Date, City Bodies have obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(l) Compliance. As of the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(m) No Breach. As of the Closing Date: (i) there shall be no breach of this Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all of the representations in Section 10(a) shall be true and accurate in all material respects.

If any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Developer either may elect to: (A) waive in writing satisfaction of the conditions and proceed to the Closing; or (B) terminate this Agreement and any executed Ancillary Agreements by delivery of written notice to City Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by a City Body, Developer shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) Developer shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if Developer fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, then Developer shall be deemed to have waived such condition and shall proceed to Closing.

8. Conditions to City Bodies' Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing (unless a specific

Closing is stated) with respect to each of the Projects, are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

(a) Required Permits. Prior to expiration of the Diligence Period, Developer shall have obtained, or City Bodies or Developer have determined that Developer shall be able to obtain, all Required Permits then available for the current stage of construction.

(b) Financial Ability. On or before the Closing Date, Developer shall have demonstrated to City Bodies that it has/will have adequate funds (Project Loan proceeds, Bond Proceeds, and/or cash on hand) to construct the Project.

(c) Environmental Condition. Prior to the expiration of the Diligence Period, Developer shall provide a copy of its Phase I Environmental Site Assessment to City Bodies that there: (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site. As of the expiration of the Diligence Period, there shall not have been any material adverse change in the environmental condition of the Project Site.

(d) Physical Condition. Prior to the expiration of the Diligence Period, City Bodies shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project in accordance with the terms and conditions of this Agreement.

(e) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Developer, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

(f) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(g) Procedure. On or before the Closing Date, the Parties have agreed on the terms on which the Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that: (i) all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (A) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (B) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (C) the pledging of the Pledged Increment to the payment of debt service on the Bonds and capitalized interest as applicable; and (D) the Allocation Areas have been established.

(h) Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hamilton County, Indiana, and be recorded.

(i) Developer Approvals. On or before the Closing Date, Developer has obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(j) Compliance. On or before the Closing Date, this Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(k) No Breach. On or before the Closing Date: (i) there shall be no breach of this Agreement by Developer that Developer has failed to cure within the Cure Period; and (ii) the representations and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to Developer; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Developer, City Bodies shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

9. Incurred Costs and Failure to Close. Each of the City Bodies and Developer is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other Parties will proceed to Closing on or before the applicable Outside Closing Date. Accordingly, if this Agreement is terminated:

(a) due to (i) a continuing Event of Default by one of the City Bodies, (ii) after expiration of the Diligence Period, failure of the applicable City Body to satisfy the condition included in Sections 8(e) or (g), or (iii) failure of any City Body to comply with the representations and warranties included in Section 10(a), then City Bodies shall reimburse Developer for its Incurred Costs.

(b) due to (i) a continuing Event of Default by Developer, (ii) after expiration of the Diligence Period, failure of Developer to satisfy the conditions included in Section 7(a) through 7(g) and 7(i), or (iii) failure of Developer to comply with the representations and warranties included in Sections 10(b) or (c), then Developer shall reimburse the City for its Incurred Costs.

(c) If this Agreement is terminated for any reason other than those set forth above, then each party shall be responsible for paying its own costs and expenses.

(d) Any reimbursement or action required under this Section 9 shall be paid or performed, as applicable, by such party within thirty (30) days after receipt of written invoice or notice therefor, together with reasonable evidence supporting the amount set forth in such invoice.

10. Representations and Warranties.

(a) City Bodies. Each City Body represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana, (iii) RDC is the governing body of the City of Fishers Redevelopment Department organized and existing under the laws of the State of Indiana, (iv) EDC is the governing body of the City of Fishers Economic Development Department organized and existing under the laws of the State of Indiana, (v) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (vi) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (vii) this Agreement is the legal, valid, and binding obligation of it, and (viii) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Developer. Developer represents and warrants to each City Body that: (i) Developer is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana, (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of Developer, (vi) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer, and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Developer has employees, Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Developer has employees, Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Developer states that it does not currently have employees.

(c) 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 Developer has employees, Developer covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Developer has employees, within ten (10) days after the Effective Date, Developer shall execute an affidavit

affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative if Developer has employees. Developer states that it does not currently have employees.

(d) Master Development Plan. The City represents that the completion of the Projects are consistent with, a part of, and will assist it in fulfilling its Master Development Plan.

11. Allocation Areas and Pledged Increment; Bonds Structure.

(a) Allocation Areas. Subject to all procedures required by the Laws and the terms and conditions of this Agreement and prior to Closing for the Union Project Senior Bonds, the City Bodies shall establish the Allocation Areas. Subject to all procedures required by the Laws the City Bodies shall pledge: (i) the Pledged Increment to the repayment of the Senior Bonds and the Subordinate Bonds as outlined herein; (ii) capitalized interest to the Bonds, as applicable; and (iii) the respective Taxpayer Payments to the repayment of the respective Senior Bonds. The foregoing pledges will remain effective for the respective Bond Terms.

(b) Payment Order. The respective Pledged Increment will be utilized in the following order: (i) to make current payments of interest and principal on the respective Senior Bonds, (ii) to replenish reserves for the respective Senior Bonds, (iii) to remedy any prior shortfalls with respect to payments of interest and principal on the respective Senior Bonds pursuant to the related Taxpayer Agreements (in any instance, a "**Shortfall**") or, in the event of a Shortfall, reimburse Developer or a Developer affiliate if such entity makes a payment on the respective Senior Bonds (including its carrying costs for such payments), (iv) to pay Continuing Bond Costs, and (v) to make payments of interest and principal on the respective Subordinate Bonds. City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Beginning not less than thirty (30) days prior to the initial date for the first (1st) debt service payment on the Union Project (as stated in the Project Analysis) and continuing for each consecutive year thereafter during the Reimbursement Term (as that term is hereinafter defined), the City shall pay to Developer the Reimbursement Amount, if any, semi-annually on or before May 10th and November 10th of each year of the Reimbursement Term. The "**Reimbursement Term**" is defined as the earlier of (i) twenty-five (25) years, or (ii) the date on which owners of the parcels within the Additional Crossing Allocation Area are liable for making a taxpayer payment pursuant to a developer obligations agreement that requires such owners to guarantee tax payments in an amount not less than the Additional Estimated Taxes for such parcel. For the avoidance of doubt, the Reimbursement Term may vary for each parcel within the Additional Crossing Allocation Area depending on when an owner of a parcel within the Additional Crossing Allocation Area is liable for making a payment pursuant to a Taxpayer Agreement. Notwithstanding the foregoing or anything included herein to the contrary, the Reimbursement Amount shall only be due from the City to the Developer in any semi-annual period, to the extent a Taxpayer Payment required by a Taxpayer Agreement recorded against the Union Project Site is required to be made for such period. Notwithstanding the foregoing with respect to the order of

uses of Pledged Increment, the Yard TIF shall be used only to pay debt service on the Senior Bonds.

(c) **TIF Revenue Shortfalls.** In the event of any Shortfall, such Shortfall shall accrue interest at the respective Senior Bond Interest Rate notwithstanding whether, in the event of a Shortfall, Developer or a Developer affiliate makes a payment on the Senior Bonds.

(d) **Excess TIF.** To the extent there is Excess TIF, such Excess TIF shall be available to the RDC to use for any purpose under the Laws, in its sole discretion.

(e) **Interest During Construction.** At the option and discretion of Developer, the Bonds shall bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate, or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate intended to be equal to or less than eight percent (8%), as determined jointly by the Parties, each in the exercise of its reasonable discretion.

(f) **Costs of Issuance and Administrative Fees.** Developer shall be solely liable for all Closing Costs, which amounts shall be paid from Bond Proceeds, and, subject to Section 11, Bond Proceeds shall additionally be used to pay Continuing Bond Costs.

(g) **Bond Structuring.** The Bonds may be structured in one or more series to support the Projects. It is currently anticipated that the Senior Bonds will (i) be payable solely from Pledged Increment (including the Yard TIF), with the lien of the Pledged Increment being pledged on a senior basis to the Subordinate Bonds, and to the extent Pledged Increment is insufficient, from the Taxpayer Payments, (ii) be issued on a tax-exempt or taxable basis, (iii) be issued in multiple separate series on two or more different closing dates, and (iv) be utilized to finance the Crossing Project and the Union Project. In connection with the issuance of the Senior Bonds it is anticipated that the Developer will own and operate the Crossing Project, the Crossing Project Site, the Union Project (but not own the Union Project Public Garage). It is currently anticipated that the Subordinate Bonds will (i) be payable from the Pledged Increment, with the lien of the Project Increment pledged to the Subordinate Bonds being subject to the prior payment of the respective Senior Bonds, (ii) be issued on a taxable basis, and (iii) be utilized to finance the Project. It is currently anticipated that the Union Project Senior Bonds and the Union Project Subordinate Bonds will be issued in conjunction with the Union Project closing and the that Crossing Project Senior Bonds and the Crossing Project Subordinate Bonds will be issued in conjunction with the Crossing Project closing.

12. Plan Refinement Process. For each of the Projects, Developer shall prepare and submit the Final Documents and Drawings to the City as part of the Plan Refinement Process. While City may provide written comments to Developer regarding the Final Documents and Drawings, City’s rights to approve the Final Documents and Drawings shall be limited to its rights under applicable City process(es) for Zoning and the Required Permits.

13. Inspections. City shall have inspection rights to ensure compliance by Developer with Zoning, the Required Permits, and as otherwise permitted by the Laws.

14. Taxpayer Agreement. For the Senior Bonds, to the extent determined necessary for the Senior Bonds by the Developer, Developer and the RDC agree to enter into one or more mutually acceptable Taxpayer Agreements for the Senior Bonds, covering the Allocation Areas, that (a) states that beginning in the calendar year following the first January 1 after Substantial Completion of the respective Project continuing through each calendar year of the Bond Term, Developer agrees to (i) annually (in semi-annual payments on the dates that are twenty (20) days prior to the next-due payment of debt service on the respective Senior Bonds) pay RDC the positive difference, if any, between: (A) the amount of the required debt service payment on the respective Senior Bonds; and (B) the Pledged Increment distributable to RDC for the applicable year available for payment on the respective Senior Bonds; (b) provides that the payments due by Developer thereunder are secured by an annually renewable lien against the respective Project Site that is the same in nature and priority to (but different from and in addition to) the lien of Real Estate Taxes and, accordingly, shall: (i) be prior to any mortgage or other lien or encumbrance on the respective Project Site other than the lien of Real Estate Taxes; and (ii) renew automatically every January 1 during the Bond Term in its same priority; and (c) shall be recorded and run with the real property comprising the respective Project Site. Nothing in this Agreement or the Taxpayer Agreement (if required by Developer) shall be deemed to release Developer from any obligation to pay Real Estate Taxes on the respective Project Site regardless of when payable or assessed. The Taxpayer Payments shall only secure payment of the respective Senior Bonds and shall only be required to the extent the Pledged Increment is insufficient to make payment on such Senior Bonds. For clarification, any Taxpayer Agreements covering portions of the Union Allocation Area and the Additional Crossing Allocation Areas will secure the Union Project Senior Bonds to the extent Pledged Increment is insufficient and any Taxpayer Agreements covering portions of the Crossing Allocation Area will secure the Crossing Project Senior Bonds to the extent Pledged Increment is insufficient.

15. Default.

(a) Events of Default. It shall be an “Event of Default” if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within the applicable Cure Period.

(b) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it.

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or

remedy, unless otherwise expressly stated; instead, each and every such right or remedy 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. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party. In the event either party hereto employs an attorney in connection with Claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Agreement shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

16. Indemnification. Developer shall indemnify and hold harmless City Bodies from and against any and all Claims arising from or connected with: (i) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; and (iv) the breach by Developer of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, City Bodies' and Developer's obligations under this Section shall survive the termination of this Agreement.

17. Assignment.

(a) Upon Closing, this Agreement shall run with each of the Project Sites and shall be binding on successors in title to the Project Sites. Prior to Substantial Completion of each of the Projects, Developer shall not assign this Agreement without the approval of the City, and the City Bodies shall not assign this Agreement without the prior written approval of Developer; provided that: (i) without the prior written approval of Developer, City Bodies may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (ii) without the prior written approval of City, Developer may assign, partially or in its entirety, this Agreement to (A) a third party controlling, controlled by or under common control with Developer and/or any subsidiary or affiliate of Developer that has full power, authority, and capability to accept such assignment and perform the obligations of Developer hereunder; or (B) collaterally assign this Agreement (or portion hereof) to a Project Lender.

(b) Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Developer, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Bodies or Developer, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of the City that: (i) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder, and (ii) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption. Notwithstanding any provision in this Agreement the contrary, upon an assignment in strict compliance with this Agreement by Developer of its rights and obligations in respect of the Project no other assignee of Developer shall have any responsibility for any obligations of Developer other than those expressly assumed by any such assignee.

18. 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, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Developer, Ashlee Boyd (aboyd@thompsonthrift.com), with copies (via email, only) to: Brian Fritts (bfritts@thompsonthrift.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.

19. Authority. Each undersigned person executing this Agreement on behalf of the City, Building Corp., EDC, RDC and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City, Building Corp., EDC RDC, or Developer, 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 the City, Building Corp., RDC, EDC and Developer, respectively; provided, however, each of the City's, Building Corp., EDC and RDC's ability to perform under this Agreement is subject to completion of certain procedures required by Laws which the City, Building Corp., EDC and RDC agree to undertake with diligence and in good faith.

20. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Developer) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise

commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of “Force Majeure”, the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

21. Merger. All prior agreements, understandings, and commitments with respect to the transaction contemplated herein are hereby superseded, terminated, and merged herein, and shall be of no further force or effect. Absent an amendment to, or modification of, this Agreement in accordance with this section, in no event shall City Bodies be obligated to perform any work, incur any expenses, or provide any incentives (whether with respect to the Project Sites, the Projects, or any site or improvements adjacent to, or in the vicinity of, the Project Sites) other than as specifically set forth in this Agreement. This Agreement may be amended or modified only by written instrument executed by City Bodies and Developer.

22. Original LAA. The Parties acknowledge and agree that the Original LAA includes certain obligations and rights of the Parties concerning the Development Land. Upon Closing on the Union Project, the Original LAA shall be null, void and of no further force or effect.

23. Development Land. If the Closing for the Union Project does not occur prior to December 31, 2025, then Parties agree that within sixty (60) days thereafter, the City Bodies shall purchase (unless the Parties agree otherwise) the Development Land from Developer for the Development Land Price as calculated pursuant to **Exhibit H** (including, without limitation, the cap of \$5,900,000.00, the “**Development Land Price**”) and pursuant to the terms included in **Exhibit I** (the “**Development Land Closing Terms**”). However, upon Closing on the Union Project, the City Bodies’ right and/or obligation to purchase the Development land shall automatically and without further action of the Parties terminate.

24. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Developer, and 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. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer 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, Building Corp., EDC, RDC, and Developer. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. 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, employment relationship or joint venture between Developer, the City, Building Corp., EDC, and RDC 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 City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

25. Execution of Agreement. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Developer the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of Developer's receipt of the City-Executed Agreement, Developer shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 23 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

26. Index of Exhibits:

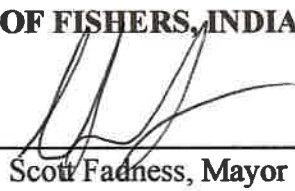
Exhibit A:	Yard Allocation Area
Exhibit B	Additional Crossing Allocation Areas
Exhibit C-1:	Concept Plan (Union Project)
Exhibit C-2:	Concept Plan (Crossing Project)
Exhibit D:	Crossing Project Site
Exhibit E:	Union Project Site
Exhibit F:	Insurance
Exhibit G:	Development Land
Exhibit H:	Development Land Cost
Exhibit I:	Development Land Closing Terms

[signatures on following pages]

IN WITNESS WHEREOF, the City, EDC, Building Corp., 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

Date: February 24, 2025

IN WITNESS WHEREOF, the City, EDC, Building Corp., 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

Date: ____February 24. 2025____

“EDC”

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____

Its: _____

Date: _____

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Damon Grothe, President

Date: _____

ATTEST:

By: _____
Anderson Schoenrock, Secretary

Date: _____

“BUILDING CORP.”

FISHERS TOWN HALL BUILDING
CORPORATION

By: _____
Jay Bangert, President

Attest: _____
Secretary

“DEVELOPER”

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____
_____, _____

Date: _____

EXHIBIT A
Yard Allocation Area

EXHIBIT B
Additional Crossing Allocation Areas

EXHIBIT C-1
Concept Plan (Union Project)

Exhibit C-2
CONCEPT PLAN (CROSSING PROJECT)

EXHIBIT D
Project Site (Crossing Project)

EXHIBIT E
Project Site (Union Project)

EXHIBIT F

Developer Insurance Requirements

Developer shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by Developer reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on each respective Project. The City Bodies shall be named as additional insureds on Developer's Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide Developer with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City and the Redevelopment Commission as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City and the Redevelopment Commission per the follows: \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City and the Redevelopment Commission as additional insureds.
5.	Umbrella Liability: \$2,000,000.00.

EXHIBIT H

Development Land Price

The Parties acknowledge and agree that the following expenses are estimates, and the City Bodies shall be responsible for the actual and documented cost; provided however, such costs shall not exceed Five Million Nine Hundred Thousand and no/100 Dollars (\$5,900,000.00)

Contract Purchase Price	\$4,573,800.00
Title Insurance (<i>TBD</i>)	<i>TBD</i>
ALTA Survey	\$20,000.00
Geotechnical Investigation	\$9,000.00
Environmental (Phase 1 and Reliance)	\$1,500.00
Development Fee	\$0
Recording Fees	\$500.00
Escrow Fees (<i>TBD</i>)	<i>TBD</i>
Loan Fees and Costs (<i>not to exceed \$75K</i>)	\$75,000.00
Additional Due Diligence	\$40,000.00
Attorneys' Fees (<i>not to exceed \$55K</i>)	\$55,000.00
Property Taxes (<i>Assume \$60K AV/acre</i>)	\$14,748.30
LAA and Carry Costs	\$4,789,548.30
Approximate Carry Costs @ 6.0%	\$1,005,805.14
Estimated Land Acquisition Cost	\$5,795,353.44

EXHIBIT I
Development Land Closing Terms

- Development Land Price shall be paid in immediately available funds by wire transfer in accordance with wire transfer instructions to be provided by the title insurer.
- City Bodies may assign the right to acquire the Development Land or any portion thereof but shall be liable to acquire the Development Land until closing on a transfer and conveyance to any third-party.
- Possession of the Development Land or any portion thereof shall be delivered at the City Closing, subject only to (a) the lien of current year taxes and assessments not delinquent; (b) any exceptions to title reflected in the commitment at the time of closing to which the City Bodies do not object; and (c) such other matters that are accepted by the City Bodies in writing.
- City Bodies shall pay or cause to be paid, on the closing date, all closing costs, except that each party shall pay its own attorneys' fees related to the city closing.
- Developer shall deliver: (a) the deed; (b) a vendor's affidavit from in form and substance such that the title insurer will issue the commitment; and (c) such other customary documents or instruments as required to be delivered in connection with a commercial real estate closing.



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Resolution Approving Amended And Restated 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 #: R022425C	
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)	Since previously the City Bodies and Developer entering into the Union and Crossing Project Agreement, the structure of the developer-backed bonds has slightly changed. Additionally, one allocation area has slightly changed to accommodate future and unrelated economic development. Accordingly, the Amended And Restated Project Agreement reflects those changes. However, the elements of the Project and the City's obligations have not changed or increased pursuant to the Amended and Restated Project Agreement. The Project Agreement summary continues as follows: 1) Thompson Thrift ("Developer") has agreed to invest or cause to be invested approximately \$160 to \$180 Million completing the Union Project, a project that is anticipated to include (a) a hotel and 17,500 square feet of retail space; (b) four (4) retail structures totaling approximately twenty-seven thousand, eight hundred square feet (27,800 sq. ft.); (c) approximately sixty thousand square feet (60,000 sq. ft.) of Class-A office space; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. 2) Developer has agreed to invest or cause to be invested approximately \$60 to \$80 Million completing the Crossing Project, a project that is anticipated to include approximately 275 multifamily units and 20,000 square feet of retail and restaurant space. 3) City will issue a developer-backed bond and utilize excess TIF from the Yard TIF District (if available) and the Additional Crossing Allocation Area to support the Project.	
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 and Amended And Restated Project Agreement.
	2.	Reject the Resolution and Amended And Restated Project Agreement.
PROJECT TIMELINE	Project Closing in April, 2025	

STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Amended And Restated Project Agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	



Council Action Form

MEETING DATE	January 13, 2025			
TITLE	Request to Approve an Amendment Chapter 51 (Sewer Use) of the City of Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Jeremy Schmitt, Sanitary Engineer Department: Engineering			
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 #: 011325A		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	
	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: Lindsey M. Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers Sewer Use Ordinance is in need of some updates to comply with current law and current practices. These changes include: • Updates to pretreatment requirements for: ○ flammable or explosive substances ○ pH ○ temperature • Adds that wastewater facility oversizing reimbursement will not be considered when wastewater facilities are only being extended across the property being developed. • Various updates to Rates and Charges as follows: ○ Eliminates discrepancies within rate schedules ○ Adds additional user categories ○ Cleans up differences between the two rate districts which are now being referred to as the following: ▪ District 1 (formerly Fishers legacy service area) ▪ District 2 (formerly HSEU service area) ○ Creates a monthly minimum charge of 2 EDUs for new non-residential customers in District 1. These customers will be billed based on equivalent EDUs rather than water usage. This matches District 2. ○ Creates a mechanism for non-residential customers in District 1 to be moved from a meter-based billing system to an EDU based billing system. ○ Adds a fats, oils, and grease (FOG) facility charge for non-residential customers in District 1 who require a FOG facility. This matches District 2. ○ Clarifies non-residential billing procedures and responsibilities where tenants are involved. ○ Updates charges for preparing and filing liens. • Various changes required by the state for the City's NPDES Permit	
	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve
	2.	Reject
	3.	
	4.	

PROJECT TIMELINE	Become effective March 1, 2025
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Ordinance.
SUPPLEMENTAL INFORMATION (List all attached documents)	Exhibit A – Proposed Sewer Use Ordinance

EXHIBIT A
Ordinance No. 011325

General Provisions

- 51.01 Definitions
- 51.02 Depositing objectionable waste prohibited
- 51.03 Discharge of wastewater or other polluted waters to natural outlets
- 51.04 Privies, septic tanks and other facilities
- 51.05 Owner's responsibility to install suitable toilet facilities
- 51.06 Destroying or tampering with wastewater structures or equipment
- 51.07 Right of entry for purpose of inspection; confidential information; indemnification
- 51.08 Establishing and regulating waste disposal system in certain areas located within four miles of corporate boundaries

Private Wastewater Disposal System

- 51.15 Connecting building sewer to private wastewater disposal system
- 51.16 Written permit to be obtained
- 51.17 Compliance with State Department of Environmental Management

Building Sewer and Connections

- 51.25 Connecting building sewer to public sewer
- 51.26 Use of old building sewers with new buildings
- 51.27 Size, slope and alignment; conformance to other applicable rules and regulations
- 51.28 Gravity flow to public sewer; lifted by approved means
- 51.29 Sources of surface runoff or groundwater to public sanitary sewer prohibited
- 51.30 Excavations
- 51.31 Inspection of connection to public sewer

Use of Public Sewers

- 51.40 Discharge of stormwater and other unpolluted drainage
- 51.40.5 Prior Approval of Certain Wastes
- 51.41 Prohibited discharges to public sewers
- 51.42 Discharge of certain wastes restricted
- 51.43 Pretreatment, equalization of waste flows

- 51.44 Grease, oil and sand interceptors
- 51.45 Pretreatment or flow-equalizing facilities
- 51.46 Installation of suitable sampling and measurement appurtenances
- 51.47 Measurements, tests and analyses
- 51.48 User of sewer services to provide information
- 51.49 Industrial wastes; special agreement
- 51.50 Fats, oils and grease management program
- 51.51 Enforcement

Contribution Requirements for Developers and New Users of Sewage Facilities

- 51.55 Definitions
- 51.56 Expansion and connection policy
- 51.57 (Reserved)
- 51.58 (Reserved)
- 51.59 Prior agreements of city
- 51.60 Protection of bond holders of sewage works
- 51.61 Amendments

Terminating Water Service to Delinquent Sewer Users

- 51.65 Termination of service procedures
- 51.66 Termination of service not exclusive remedy
- 51.67 Procedure

Rates and Charges

- 51.70 Schedule of user charges
- 51.71 (Reserved)
- 51.72 Billing of service charges
- 51.73 Fee for preparing and filing liens

Exemptions From Sewer Billing

- 51.80 Water lines used strictly for irrigation purposes exempt from sewer billing

Penalties

- 51.99 Penalties for Violation

GENERAL PROVISIONS

§ 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, *et seq.*

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C, expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal, also called house connection.

COMBINED SEWER. A sewer intended to receive both wastewater and storm or surface water.

EASEMENT. An acquired legal right for the specific use of land owned by others.

FLOATABLE OIL. Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

INDIRECT DISCHARGE The introduction of pollutants into the POTW (including the collection system leading to the water pollution control plant) from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

INDUSTRIAL WASTES. The wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

INTERFERENCE An indirect discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

MAY. Is permissible. (See definition of **SHALL** below).

NATURAL OUTLET. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

PASS THROUGH A discharge which exits the water pollution control plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the water pollution control plant's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen ion concentration of 10^{-7} .

PUBLICLY OWNED TREATMENT WORKS (POTW). A sewage treatment works as defined by the Act, owned by the City of Fishers. This definition includes any devices and systems used in the collection, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to the City of Fishers' water pollution control plant. The term also means the municipality which has jurisdiction over the Indirect Discharges to and the discharges from such a POTW.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½ inch (1.27 centimeters) in any dimension.

PUBLIC SEWER. A common sewer controlled by a governmental agency or public utility.

SANITARY SEWER. A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

SEWAGE. The spent water of a community. The preferred term is **WASTEWATER**.

SEWER. A pipe or conduit that carries wastewater or drainage water.

SHALL. Is mandatory. (See definition of **MAY** above).

SLUG. Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STORM DRAIN or STORM SEWER. A drain or sewer for conveying water, groundwater, sub-surface water or unpolluted water from any source.

SUPERINTENDENT. The superintendent of wastewater facilities, and/or of wastewater treatment works, and/or of water pollution control of the city, or its authorized deputy, agent or representative.

SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in “Standard Methods for the Examination of Water and Wastewater” and referred to as nonfilterable residue.

UNPOLLUTED WATER. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

USER Any domestic or non-domestic discharger of wastewater which introduces pollutants to the City’s POTW.

WASTEWATER. The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water and stormwater that may be present.

WASTEWATER FACILITIES. The structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

WASTEWATER TREATMENT WORKS. An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment plants or wastewater treatment plant or water pollution control plant.

WATERCOURSE. A natural or artificial channel for the passage of water either continuously or intermittently.

§ 51.02 DEPOSITING OBJECTIONABLE WASTE PROHIBITED.

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or objectionable waste.

§ 51.03 DISCHARGE OF WASTEWATER OR OTHER POLLUTED WATERS TO NATURAL OUTLETS.

It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of said city, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

§ 51.04 PRIVIES, SEPTIC TANKS AND OTHER FACILITIES.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

§ 51.05 OWNER'S RESPONSIBILITY TO INSTALL SUITABLE TOILET FACILITIES.

The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-

way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 90 days after the date of the official notice to do so, provided that said public sewer is within 100 feet (30.5 meters) of the property line.

§ 51.06 DESTROYING OR TAMPERING WITH WASTEWATER STRUCTURES OR EQUIPMENT.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this section shall be subject to immediate arrest under charge of disorderly conduct.

§ 51.07 RIGHT OF ENTRY FOR PURPOSE OF INSPECTION; CONFIDENTIAL INFORMATION; INDEMNIFICATION.

(A) The Superintendent and other duly authorized employees of the city, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this chapter.

(B) The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

(C) While performing the necessary work on private properties referred to in division (A) above, the Superintendent or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against a loss or damage to its property by the city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 51.41.

(D) The Superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

§ 51.08 ESTABLISHING AND REGULATING WASTE DISPOSAL SYSTEM IN CERTAIN AREAS LOCATED WITHIN FOUR MILES OF CORPORATE BOUNDARIES.

(A) No sewer utility shall commence collection, processing or disposition of waste substances and domestic or sanitary sewage (hereinafter referred to as “Sewer Service”) within the corporate boundaries of the city or within an area which is within four miles of the corporate boundaries of the city in the area identified as the Fishers Sewer Planning Area, unless such sewer utility shall first obtain a permit, contract, license or franchise (hereinafter referred to as “permit”) from the city, authorizing the sewer service, and a finding by the City Council that the public convenience and necessity require sewer service by the sewer utility, and defining specifically the area to be covered by the permit, such finding to be made after a public hearing has been held before said City Council pursuant to not less than ten days published notice in accordance with the provisions of IC 5-3-1.

(B) At the public hearing pursuant to division (A), an applicant for a permit to provide sewer service pursuant to the terms of this chapter shall demonstrate to the City Council by the presentation of competent evidence that it has met the following criteria:

- (1) That it has the financial ability to install, commence and maintain said proposed service;
- (2) That the plans and specifications for the sewer interceptor system to be constructed and installed shall have received the written approval of the city's Consulting Engineer and the Indiana Department of Environmental Management prior to the commencement of construction;
- (3) That a contract will have been executed by the applicant and submitted to the city for its consideration and acceptance that will obligate the applicant upon the issuance of the permit to pay to the city the city's rates and charges as by ordinance provided for the transmission of sanitary sewage to the city for treatment at the city's treatment facility;
- (4) That the applicant shall establish that it has the lawful power and authority to apply for said permit and to operate said proposed service. The permit shall state that before commencing operations and serving customers, the sewer utility shall file its rates and charges with the Indiana Utility Regulatory Commission for approval by the Commission. The city also recognizes that the applicant may derive its authority to apply for such permit from other express statutory authority, such as a municipal utility, a conservancy district or a regional waste district;
- (5) The permit shall state that before commencing construction or operations and serving customers, the sewer utility shall apply for and receive all of the necessary federal and/or state and/or county regulatory permits and licenses necessary to operate the sewer service in the area identified as the Fishers Sewer Planning Area. It is the intention of the city to recognize the jurisdiction of the Indiana Utility Regulatory Commission to fix the price to be charged for the service to be rendered by the applicant notwithstanding the provisions of IC 36-9-2-16 in the case of a regulated utility. In the event that a municipal utility, conservancy district, or regional waste district obtains the necessary federal and state licenses and permits, it is the intention of the city to recognize the jurisdiction of the permitting agency, and to consider such entity to have standing to apply for a permit from the city.

(C) After the city issues a sewer service permit pursuant to the provisions of this chapter, no other sewer utility shall commence sewer service in the permitted area without itself first obtaining a permit to do so from the city in accordance with the criteria set out above. In addition, the city may issue additional permits within the same permitted area only if the following additional criteria are satisfied:

(1) The sewer utility with an existing permit is not furnishing reasonably adequate sewer service and is not willing or capable of furnishing sewer service in the area for which an additional permit is sought;

(2) A period of at least 24 months has expired from the date of issuance of the existing permit;

(3) Issuance of the additional permit will not impair the ability of the existing sewer utility to continue to furnish existing sewer service within the permitted area;

(4) Public convenience and necessity as determined by the city require the issuance of an additional permit; and

(5) The sewer utility applying for an additional permit obtains approval from the Indiana Utility Regulatory Commission pursuant to the Public Service Commission Act, IC 8-1-2-1 and following, or otherwise meets the statutory requirements for lawful operation including a discharge permit from the Indiana Department of Environmental Management.

(D) The city reserves the right to revoke any sewer service permit which it may grant, in whole or in part, for any of the following grounds as determined by the City Council acting in its legislative capacity at any regular meeting of said City Council:

(1) Failure of the sewer utility holding such sewer service permit to furnish reasonably adequate sewer service within the area defined in the permit;

(2) Failure of the sewer utility holding the sewer service permit to comply with any term, condition or limitation of such permit;

(3) Any act undertaken by the Indiana Department of Environmental Management or the Indiana Utility Regulatory Commission which in any way limits or restricts the ability of the sewer utility to act upon the authority of said state bodies.

(E) In the absence of a clear and convincing health related reason, the City Council resolves that no cross county sewer service should be permitted that would allow for the sanitary sewage treatment of areas located within Fall Creek Township of Hamilton County by any provider of sanitary sewage treatment services other than the City of Fishers.

__ (F) All ordinances or parts of ordinances currently in effect within the city, which are in conflict, directly or indirectly, with the provisions of this chapter are hereby repealed.

PRIVATE WASTEWATER DISPOSAL SYSTEM

§ 51.15 CONNECTING BUILDING SEWER TO PRIVATE WASTEWATER DISPOSAL SYSTEM.

Where a public sanitary or combined sewer is not available under the provisions of § 51.05, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this chapter.

§ 51.16 WRITTEN PERMIT TO BE OBTAINED.

Before commencement of construction of a private wastewater disposal system the owner(s) shall first obtain a written permit from the Hamilton County Health Department.

§ 51.17 COMPLIANCE WITH STATE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Environmental Management of the state.

BUILDING SEWER AND CONNECTIONS

§ 51.25 CONNECTING BUILDING SEWER TO PUBLIC SEWER.

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF “Manual of Practice No. 9.” All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

§ 51.26 USE OF OLD BUILDING SEWERS WITH NEW BUILDINGS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent to meet all requirements of this chapter.

§ 51.27 SIZE, SLOPE AND ALIGNMENT; CONFORMANCE TO OTHER APPLICABLE RULES AND REGULATIONS.

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

§ 51.28 GRAVITY FLOW TO PUBLIC SEWER; LIFTED BY APPROVED MEANS.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

§ 51.29 SOURCES OF SURFACE RUNOFF OR GROUNDWATER TO PUBLIC SANITARY SEWER PROHIBITED.

No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

§ 51.30 EXCAVATIONS.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

§ 51.31 INSPECTION OF CONNECTION TO PUBLIC SEWER.

The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his representative.

USE OF PUBLIC SEWERS

§ 51.40 DISCHARGE OF STORMWATER AND OTHER UNPOLLUTED DRAINAGE.

(A) No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer; except stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

_(B) Stormwater other than that exempted under division (A) above, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

§ 51.40.5 PRIOR APPROVAL FOR CERTAIN WASTES.

The Superintendent shall have the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by users or indirect dischargers where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its NPDES permit.

§ 51.41 PROHIBITED DISCHARGES TO PUBLIC SEWERS.

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of and indirect discharges to the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Except as hereinbefore provided, no user or indirect discharger shall discharge or cause or permit to be discharged into the public sewer any of the following described substances, wastes or waters:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas; including waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) using test methods in 40 CFR 261.21

(B) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant;

(C) Any waters or wastes having a pH lower than 5.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, et seq., either whole or ground by garbage grinders.

(E) A pollutant from any source of nondomestic wastewaters that could pass through or cause interference with the operation or performance of the POTW.

F) A pollutant, including an oxygen demanding pollutant (such as biochemical oxygen demand) released in a discharge at a flow rate or pollutant concentration that could cause interference in the POTW.

§ 51.42 DISCHARGE OF CERTAIN WASTES RESTRICTED.

The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Superintendent will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials or construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

(A) Wastewater having a temperature higher than 104° F. (40° C.);

(B) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin;

(C) Wastewater from industrial plants containing floatable oils, fat or grease;

(D) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

(E) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Superintendent for such materials;

(F) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(G) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(H) Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.

(I) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(J) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(K) A trucked or hauled pollutant, except with the permission of the POTW; and when introduced to the POTW at a discharge point designated by the POTW.

§ 51.43 PRETREATMENT, EQUALIZATION OF WASTE FLOWS.

(A) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in § 51.42, and which in the judgment of the Superintendent may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may do the following:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers;

(3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § 51.47.

(B) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

§ 51.44 GREASE, OIL AND SAND INTERCEPTORS.

Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in § 51.42(C), or any flammable wastes, sand or other harmful ingredients: except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates

and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner(s) personnel must be performed by currently licensed waste disposal firms.

§ 51.45 PRETREATMENT OR FLOW-EQUALIZING FACILITIES.

Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

§ 51.46 INSTALLATION OF SUITABLE SAMPLING AND MEASUREMENT APPURTENANCES.

When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation sampling and measurement of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

§ 51.47 MEASUREMENTS, TESTS AND ANALYSES.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

§ 51.48 USER OF SEWER SERVICES TO PROVIDE INFORMATION.

The Superintendent may require a user of sewer services to provide information needed to determine compliance with this chapter. These requirements may include:

- (A) Wastewater discharge peak rate and volume over a specified time period;
- (B) Chemical analyses of wastewater;
- (C) Information on raw materials, processes and products affecting wastewater volume and quality;
- (D) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (E) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (F) Details of wastewater pretreatment facilities;
- (G) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

§ 51.49 INDUSTRIAL WASTES; SPECIAL AGREEMENT.

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment.

§ 51.50 FATS, OILS AND GREASE MANAGEMENT PROGRAM.

This Fats, Oils and Grease ("FOG") Policy (hereinafter referred to as "Policy") addresses the policies and procedures applicable to food service facilities for management of fats, oils and grease discharge to the city's wastewater conveyance and treatment facilities.

(A) Purpose.

(1) Fats, oils and grease (FOG) are restricted wastes per § 51.42(C) of this code due to their potential to interfere with conveyance pipes and pumping facilities, and treatment processes, and are therefore limited in discharge. FOG pretreatment devices such as grease and oil interceptors, traps and separators are required to provide the necessary level of control per § 51.44 of this code. The purpose of this Policy is to provide standards for requiring the installation of FOG pretreatment devices, maintenance, data management, reporting and compliance.

(B) *Definitions.* For purposes of this section the following definitions shall apply unless the content clearly indicates or requires a different meaning.

BOD - BIOCHEMICAL OXYGEN DEMAND. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter, as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater".

FOG - FATS, OILS, AND GREASE. All fats, oils and grease, petroleum products and byproducts. Fats, oils and grease as found in food service facilities including, but not limited to, any substance such as vegetable or animal product that is used in, or is a by-product of, the cooking or food preparation process or the cleaning thereof, and that turns or may turn viscous or solidified with a change in temperature or other conditions. Petroleum, oils, and grease as found in auto or marine service facilities including, but not limited to, any substance such as petroleum oil, non-biodegradable cutting oil or products of mineral oil origin that is used in, or is a by-product of an automotive/marine process. These substances are detectable and measurable using analytical test procedure established in 40 CFR 136, as amended.

FOG FACILITY. Any non-residential sewer user or combination of sewer users utilizing the same pretreatment device which uses or generates FOG.

FOG MANAGEMENT PROGRAM. The program that is supported by this Policy, as amended.

FOG PRETREATMENT DEVICE. Includes oil-water separators, grease traps and grease interceptors.

GREASE INTERCEPTOR. An outdoor, watertight receptacle utilized to intercept, collect, and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. An interceptor shall have a capacity of at least 1,000 gallons to serve one or more fixtures and shall be located outside the building.

GREASE TRAP. An indoor, watertight receptacle utilized to intercept, collect and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility.

MODIFICATION REQUEST FORM. A form provided by the utility for the user to complete in order to be considered for a modified cleaning schedule or exemption releasing the user from the need to install a grease trap/interceptor. A copy of the Modification Request Form is attached to Resolution R072715A and incorporated by reference as if fully set forth herein.

NOTICE OF VIOLATION. A written document describing any violation to this Policy for the information of the user in non-compliance.

OIL-WATER SEPARATOR. A device which utilizes the difference in density between oil, petroleum products or chemical products, and water for removal.

SEWER USER. Any person or facility who introduces or discharges any substance into the sanitary sewer system of the utility, which may pertain to both the owner and the occupant of real estate from which the substance is introduced or discharged.

TSS - TOTAL SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquid, and that is removable by filtering as prescribed in the latest version of the "Standard Methods for the Examination of Water and Wastewater".

UTILITY. The wastewater conveyance and treatment utility owned and operated by the City of Fishers.

UTILITY BOARD. The City of Fishers Board of Public Works and Safety or its designee.

(C) Requirements for fats, oils and grease interceptors, traps and oil-water separators.

(1) All FOG facilities are required to have a FOG pretreatment device properly installed that is acceptable to the utility and in accordance with this Policy.

(2) All FOG pretreatment devices shall operate in compliance with the utility's discharge limits.

(3) All FOG pretreatment device installation and maintenance shall be at the sewer user's expense.

(4) The sizing and plumbing configuration required to prevent the introduction of FOG into the utility's system is the responsibility of the FOG facility design professional. The utility does not assume any responsibility in the sizing of the FOG pretreatment device.

(5) Facilities which will be expanded or renovated to include a FOG facility, where such FOG facility did not previously exist, shall be required to install and maintain a grease interceptor, grease trap or oil-water separator which is acceptable to the utility.

(6) Existing FOG facilities shall be permitted to operate and maintain an existing FOG pretreatment device provided these are in proper operating condition as set forth within this Policy.

(7) Newly-constructed facilities that will/or could include FOG facilities are required to install and maintain a grease interceptor or oil-water separator in accordance with this Policy.

(8) A new multi-use facility is required to have connections to a FOG pretreatment device acceptable to the utility.

(9) If the facility does not have plumbing collections to a FOG pretreatment device that functions to bring the sewer user in compliance with the requirements of the utility, the utility shall require the facility to modify their current plumbing to prevent the introduction of FOG into the sewer as prohibited by this Policy.

(10) All FOG pretreatment devices shall have adequate retention time at actual peak flow between the influent and effluent baffles to allow for any solids to settle or accumulate and floatable grease-derived materials to rise and accumulate and prevent discharge limit violations,

(11) All grease traps shall include flow regulators.

(12) All grease interceptors shall include a tee outlet with a maximum height of 18 inches above the interceptor's base.

(13) No accumulation of floatable FOG and/or settled solids shall exceed 25% of the total volume of the grease trap or grease interceptor.

(14) No settled oils in the oil-water separator should be left to accumulate in excess of 20% of the wetted height of the oil-water separator, and no floating oil and grease in the oil-water separator should be left to accumulate in excess of 5% of the wetted height of the oil-water separator.

(15) All FOG pretreatment devices must be located so that maintenance and inspections can be easily performed as established by the utility.

(16) The use of automatic removal systems is permissible only upon written approval from the utility.

(17) A grease interceptor and oil-water separator may be used by more than one facility if the capacity of the device is such that all the limits are met as established through this Policy.

(18) Grease traps may not be shared by multiple facilities.

(19) If a grease interceptor cannot be installed readily or economically in a FOG facility, the utility may approve a grease trap to be installed in the facility, at the owner's expense, on a trial basis. If the grease trap does not allow the discharge to meet FOG discharge limits, the facility will be required to install a grease interceptor in compliance with this Policy.

(D) Grease interceptor, grease trap and oil-water separator maintenance.

(1) The grease interceptor, grease trap or oil-water separator shall be maintained at the sewer user's expense.

(2) The sewer user shall maintain the grease interceptor, grease trap or oil-water separator in order to not allow wastewater discharge concentration from their pretreatment device to exceed any of the utility's discharge requirements.

(3) All grease interceptors and oil-water separators shall be serviced and emptied as frequently as needed in order to maintain an acceptable waste limit, but not less than every three months.

(4) All grease traps shall be serviced and emptied of accumulated waste content as frequently as needed in order to maintain an acceptable waste discharge limit, but no less than twice per week.

(5) Grease interceptors, grease traps and oil-water separators shall be completely evacuated anytime the discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels establish by the utility.

(6) All waste (floating FOG and settled solids) shall be removed from the FOG pretreatment device, hauled away and disposed of per state standards.

(7) No waste/water shall be returned to a pretreatment device once pumped.

(8) The maintenance of a grease interceptor used by more than one facility shall be the responsibility of the owner of the grease interceptor.

(9) The utility may extend the 90-day grease interceptor pump-out frequency, and/or the twice per week grease trap cleaning frequency if the sewer user petitions the utility for such modifications and provides a complete Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(10) The utility may shorten the pump-out or cleaning frequency when, in the opinion of the utility, such frequency is insufficient to ensure the utility's discharge levels.

(11) Following the mandated cleaning schedule does not guarantee compliance with the discharge limits or device capacity limits. It is the responsibility of the FOG facility to maintain an acceptable FOG level mandated by this Policy.

(12) If the FOG facility's grease trap is cleaned by their staff, the staff shall dispose of the grease in a manner that does not reintroduce grease/waste back in the utility's sanitary sewer system.

(13) If the utility determines the garbage disposal is a factor in the restricted discharge of FOG, then the garbage disposal shall be connected to the grease trap, or grease interceptor, or removed from the facility.

(14) No person shall introduce, or cause, permit, or suffer the introduction of any surfactant, solvent or emulsifier into a grease interceptor. Surfactants, solvents and emulsifiers are materials which allow the grease to pass from the grease interceptor into the collection system, and include, but are not limited to enzymes, soap, diesel, kerosene, turpentine and other solvents.

(E) FOG facility reporting requirements.

(1) All businesses and industry shall provide, on demand, to the utility, sufficient information to determine if it is a FOG facility.

(2) The owner, or owner's representative, of the FOG facility shall notify the utility, in writing, of changes regarding the facility's occupant, building usage, and/or new construction within 30 days of the date the change takes place.

(3) All FOG facilities must maintain written FOG pretreatment device maintenance records for three years on a continuously rolling calendar basis. All such records shall be available for inspection by utility staff at any/all time. These records shall include: facility name and location, date and time of cleaning service, name of grease hauling company, name and signature of grease-hauling company agent performing said service, established service frequency and type of service (full pump, partial pump out, onsite treatment), number and size of each pretreatment device serviced, approximate amount of grease and solids removed from each pretreatment device, total volume of waste removed from each pretreatment device, destination of removed waste, signature and date of FOG facility personnel confirming service completion. A copy of the Program Maintenance Log is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(4) FOG facilities shall report, in writing, their FOG pretreatment device maintenance records to the utility quarterly. A copy of the Food Service Facility Quarterly Report is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(5) A facility shall report to the utility, by phone, any accidental discharge immediately. A written report must be provided by the facility within 24 hours of the event.

(F) *FOG facility inspection.*

(1) All FOG pretreatment devices may be inspected by the utility as necessary to assure compliance with this Policy.

(2) Each FOG facility shall allow any utility official or agent of the utility bearing proper identification access to all parts of the premises for the purpose of inspection, observation, record examination, measurement, sampling and testing in this Policy.

(3) The refusal of any FOG facility to allow the utility's official entry to, or upon, the facility's premise for purposes of inspection, sampling effluents, inspecting and copying records, or performing other such duties shall constitute a violation of this Policy.

(4) The utility's office shall inspect FOG facilities during both scheduled and unscheduled visits.

(G) *FOG facility management.*

(1) It is the facility owner's responsibility to make sure that all employees and/or tenants are informed about the city's FOG program and best management practices are mandated to help with compliance.

(2) If management changes within the FOG facility, it is the facility owner's responsibility to train the new management on the reporting requirements to ensure compliance.

(3) Any FOG facility with a change in ownership will be recognized as a new FOG facility and shall comply with the utility's discharge limits and in accordance with this Policy.

(4) If the FOG facility changes names but keeps the same owner, the facility owner is responsible to inform the utility of the change within 30 days. Failure to notify the utility may result in penalty fees.

(5) If the FOG facility is sold or leased/rented, the facility owner (both new and old in the event of a sale) is responsible to inform the utility of the change prior to the effective date of the change. Failure to notify the utility may result in penalty fees.

(6) If the FOG facility's type of business changes, it is the facility owner's responsibility to notify the utility within 30 days of the type of change that is being made in the business.

(H) FOG facility enforcement and non-compliance fees.

(1) A notice of violation (NOV) shall be issued to the sewer user for one or more of the following reasons:

(a) Failure to properly maintain the grease interceptor, grease trap or oil-water separator in accordance with the provisions of this Policy.

(b) Failure to maintain the required records of cleaning/pumping activities.

(c) Failure to provide logs, files, records or access for inspection of monitoring activities.

(2) The NOV will include the description of the violation, number of days to correct the deficiencies and/or violations, and the applicable fee for the violation. Any fee assessed under this Policy will be in accordance with the applicable fee schedule adopted by the City Council.

(3) All sampling and monitoring after a violation of this Policy shall be at the violating FOG facility's expense.

(4) All non-compliance issues are to remain on record for an 18-month rolling calendar for the purpose of determining the level for the NOV. Therefore, all violation will be in effect for 18 months starting the day of the initial violation. On the day after the 18th month, the violation will be removed if all outstanding violation fees have been paid in full.

(5) If a FOG facility wishes to dispute a violation and/or fee, it must be done in writing to the Utility Board via letter, email or fax with 30 days of the notice of violation or notice of fee, whichever is later. All disputes shall be review by the Utility Board,

(6) If a sewer user has reason to believe that a specific limit or requirement of the Policy does not, or should not apply to their FOG facility, the sewer user must submit a Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated herein by reference as if set forth in full herein, along with information supporting the modification request, to the utility to be reviewed/considered by the utility, and the FOG facility will be informed of their decision in writing within one week of their decision. Documentation on the request and its approval/disapproval will become a part of the facility's account file.

§51.51 ENFORCEMENT.

(A) The remedies provided for in this section are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be conducted in accordance with the City's enforcement response plan

as adopted by the Board of Public Works & Safety. However, the City may take other action against any user when the circumstances warrant. Further the City is empowered to take more than one enforcement action against any noncompliant user.

(B) The Superintendent may, after notice to the discharger, immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons, the environment, and/or which threatens to interfere with the operation of the POTW.

(C) The Superintendent may issue an order to correct or abate a violation of this chapter. If the violation has not been corrected pursuant to the requirements set forth in the order, the Superintendent, or his duly authorized representative, shall have the authority to enter upon the user's premises and are authorized to take any and all measures necessary to abate the violation, including physically severing the sewer connection, and/or terminating water service to the facility. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Superintendent or his designee or a designated contractor to enter upon the premises for the purposes set forth above. Penalties shall include but are not necessarily limited to those found in this chapter.

(C) When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the Hamilton County Superior or Circuit Court, through the City Law Department for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

CONTRIBUTION REQUIREMENTS FOR DEVELOPERS AND NEW USERS OF SEWAGE FACILITIES

§ 51.55 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICATION FEE. A fee charged at the time application for sewage service is made, which is non-refundable and which represents the cost to the city of processing such application.

AVAILABILITY CHARGE. A payment which shall be required for the privilege of connecting a service line or lateral sewer from a residence, commercial user or tract of ground into the city's local sewers or interceptor as a capital contribution for the availability of service, present or future.

CONNECTION CHARGE. A payment required to cover the cost to inspect the connection of a service line to the local sewer. This payment shall be charged and paid at the time the

application for connection is made. This charge applies to the single family residence and all equivalent dwelling units, i.e., residential, commercial, industrial, et seq.

DEVELOPER. Any person, individual, corporation or entity engaged in developing a property, tract of ground or improving a lot or group of lots or structures thereon for the use of occupancy, owning or selling the property to be connected or served by the sewage facilities.

EQUIVALENT DWELLING UNIT (EDU). The single family residence situated upon a single lot, and also the sewage contribution from that residence, being 300 gallons per day.

EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged the resident based upon the then current schedule of rates and charges.

INTERCEPTOR SEWER. The sanitary sewer, usually located within the streets, alley or easements, which normally receives the sewage from the local sewers. This sewer usually conveys the sewage to the treatment plant or point of ultimate disposal.

LATERAL SEWER. The sanitary sewer, usually located within the street, alley or easements, which normally receives the sewage from the local sewers. Service lines are not excluded from connecting directly to this sewer.

LOCAL SEWER. The sanitary sewer, eight inches minimum, usually located within the street, alley or easements, which receives the sewage from the individual service lines.

OVERSIZING COSTS. The costs of oversizing sewers or the sewage treatment plant or other facilities in anticipation of the need to serve future customers. The cost of extending an existing sewer at a consistent size, depth, and slope through a property being developed shall not be considered an oversizing cost.

RATIO OF EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged a user or customer, of the sewage facility, divided by the Equivalent Dwelling Unit Revenue.

SERVICE AREA. That area to be served by the city sewage treatment plant and collection sewers. Such area will usually include the drainage area permitting the use of gravity sewers, and certain adjacent areas that may be readily pumped into such sewers.

SERVICE LATERAL. A branch, from the local or collecting sewer, between that sewer and the property line of the intended user. Usually installed by the developer or in certain cases the lot owner or user.

SERVICE LINE. The sewer line, six inches minimum, installed between the residence or structure for the purpose of conveying the sewage discharge to the service lateral on the local or collecting sewer. This line is installed by the individual owner or builder.

§ 51.56 EXPANSION AND CONNECTION POLICY.

(A) All local and lateral sewers to be connected directly or indirectly into the city's sewage facility or collection system shall, at the owner's or developer's expense, be designed, constructed and installed, by the owner or developer to the city's specifications. The new sewers shall, upon acceptance of the city, be dedicated to the city. These new sewers shall be located in such streets, alleys, rights-of-way, and easements as are approved by the city.

(B) The sewage treatment plant expansions shall be designed and built by the city. The expansions shall be funded by a combination of the above defined charges, plus the use of state and federal funds, if available.

(C) No sewer collection facilities shall be extended, nor shall any connections be made to the city's sewage treatment facility unless and until such area to which facilities will be extended is within the city limits, or has agreed to be annexed to the city or has agreed not to remonstrate against such annexation.

(D) Prior to the commencement of construction of any sewer, the Indiana Department of Environmental Management's approval shall be furnished to the city.

(E) Prior to the commencement of construction of any sewer or collection facility, the plans shall be approved in writing by the City Engineer.

§ 51.57 (RESERVED).

§ 51.58 (RESERVED).

§ 51.59 PRIOR AGREEMENTS OF CITY.

This subchapter shall in no way affect developers or owners or users of the city sewage facility who have heretofore entered into agreements with the city for the extension of city sewage facilities which are now in existence and have been dedicated to the city and constructed by the developer.

§ 51.60 PROTECTION OF BOND HOLDERS OF SEWAGE WORKS.

Nothing in this subchapter will be construed to place a lien on the revenues of Fishers Municipal Sewage Works receipts which lien would be superior to, equal to or take priority over the rights of holders or owners of sewage revenue bonds of the city now outstanding or to be issued in the future.

§ 51.61 AMENDMENTS.

This subchapter and the costs and charges set out herein may be amended from time to time by the City Council when conditions exist that indicate to the Council that charges herein are not equitable for the customers of the municipal sewage system or for the subdividers, developers or owners of property connections to such sewage system.

TERMINATING WATER SERVICE TO DELINQUENT SEWER USERS

§ 51.65 TERMINATION OF SERVICE PROCEDURES.

(A) The city, by and through its Controller or his or her designee, may order the termination of water service to a sewer service address for nonpayment of a delinquent account that is not less than 30 days delinquent. When so ordered the water utility shall terminate such service in accordance with the terms of their agreement with the city.

(B) The fee for terminating services shall be a minimum of \$45, which shall include charges assessed against the city by the water utility for effecting the termination. Fee for terminating commercial and industrial services shall be determined in an agreement between the city and the

water company. This fee shall be assessed against the customer and added to the sewer delinquent bill.

(C) The city may not terminate under this section if the Hamilton County Health Department has found and certified to the city that the termination of water service will endanger the health of the user and others in the municipality.

(D) (1) Prior to the termination of water service because of sewer user fee delinquency the city must first give notice of such delinquency and impending termination at least 30 calendar days prior to the proposed termination, by first-class mail addressed to the user to whom the service is billed, which notice shall contain the following:

- (a) The delinquent amount due, together with any penalty and fees;
- (b) The date of the notice of termination;
- (c) The date on and after which termination shall be made, which shall be at least 30 calendar days from the date of the notice of termination;
- (d) Notice that water service may be disconnected if, prior to the earliest possible date of termination given in the notice, the user does not pay the delinquency together with any penalty and fees, or disputes the amount, or makes other provisions for payment pursuant to this section;
- (e) A procedure, as provided in division (D)(2) for resolving a disputed bill.

(2) The city shall appoint an account review officer (ARO) to review and resolve disputes. Before the earliest possible date of termination of water service as specified in the notice, a user may request a hearing before the ARO to dispute the correctness of all or part of the amount shown in accordance with the provisions of this section. A user shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute under this section.

(E) The procedure for a hearing on a user dispute shall be as follows:

(1) Before the earliest possible date of termination as specified on the notice of termination, the user shall notify the ARO in writing, that he/she requests a hearing to dispute the correctness of all or part of the amounts shown on the notice of termination, stating as completely as possible the basis for the dispute.

(2) An informal hearing before the ARO shall be held within 15 days of the ARO's receipt of the user's written request for a hearing on a disputed bill.

(3) At the hearing, the user shall be entitled to present all evidence that is, in the ARO's view, relevant and material to the dispute.

(4) Based on the evidence presented at the hearing, the ARO within ten days of the completion of the hearing, shall issue a written decision formally resolving the dispute. The ARO's decision shall be final and binding.

(F) The ARO shall be authorized to resolve any disputed sewage bill and shall be authorized to order the termination of water service under appropriate circumstances. Upon approval by the ARO, the user may enter into an agreement to amortize the unpaid balance of his/her account

over a reasonable period of time, not to exceed six months. No termination shall be effected for any user complying with any such amortization agreement, provided the user also keeps current his/her account for sewer service as charges accrue in each subsequent billing period. If a user fails to comply with an amortization agreement, the ARO may terminate water service provided notice is given to the user at least 48 hours prior to such termination and the notice includes conditions the user is required to meet to avoid termination.

(G) Utilization of this hearing procedure shall not relieve a user of the obligation to timely and completely pay all other undisputed water and sewage bills or charges. Failure to timely and completely pay all such undisputed amounts shall subject the user to the termination of service in accordance with the provisions of this division.

(H) Until the date of the ARO's decision, the city shall not terminate water service of the user. If the ARO determines that the customer must pay some or all of the disputed amount, the department, or ARO in his written decision, shall notify the user of the following:

(1) The amount to be paid;

(2) The date on or after which services will be terminated; and

(3) Notice that unless the city receives complete payment of the amount shown prior to the earliest possible date of termination given in the notice, water service shall be terminated.

(a) A **USER** for the purpose of this section is defined as:

(1) A person who requests, either orally or in writing, water and/or sewage service from the city or water utilities;

(2) A person in whose name water and/or sewage service is billed for the rendering of the service.

§ 51.66 TERMINATION OF SERVICES NOT EXCLUSIVE REMEDY.

The remedy provided herein for the collection of delinquent sewer user charges or benefits shall not be construed to abridge or in manner interfere with the right and power of the city to enforce a collection thereof by any other action or as otherwise provided by statute, but the remedy provided in such section shall be taken and held as an additional means to enforce payment of sewer service charges or benefits.

§ 51.67 PROCEDURE.

(A) As used in this section, the term **FINAL ACCOUNT** shall have the following meaning: A closed account for which sewer service is no longer being provided to the customer at that service location.

(B) The city shall prepare a semi-annual schedule of sewer user final accounts which it has determined to be uncollectible. The schedule shall consist of the following:

(1) (a) For bills becoming due prior to July 1, 1988, a certified list of all sewer user final accounts for which the outstanding fees and penalties together are \$25 or less and which are at least 120 days delinquent and which the department has determined to be uncollectible;

(b) For bills becoming due after July 1, 1988, a certified list of all sewer user final accounts for which the fees and penalties together are \$25 or less and which are at least 120 days delinquent and which are not subject to lien under IC 36-9-23-31 through IC 36-9-25-11 and which the city has determined to be uncollectible;

(2) A statement setting forth the efforts that have been made to collect such accounts and a statement that all such efforts have been unsuccessful;

(3) A statement, including the reasons therefor, that the city believes it is economically not feasible to pursue collection measures on such accounts.

(C) The semi-annual schedule shall be submitted to the City Council, which by resolution may declare accounts listed in the schedule as uncollectible and may authorize the city to cease further collection procedures and expense the amounts outstanding on the accounts as bad debts.

(D) The semi-annual schedule prepared by the city and the resolution adopted by the Board shall be forwarded to the City Council for final approval. A sewer user account may be deemed uncollectible only if the Council shall approve the Board's resolution.

RATES AND CHARGES

§ 51.70 SCHEDULE OF USER CHARGES.

(A) *Statement of acquisition.* On or around July 22, 2021, the City of Fishers (the "city") entered into a certain Asset Purchase Agreement ("Agreement") with Hamilton-Southeastern Utilities, Inc. ("HSE"), whereby the city generally acquired all assets of HSE, including, without limitation, all current and future customers of HSE within its service area in and around Fishers (the "HSE Service Area"). Prior to the acquisition, HSE assessed customers within the HSE service area certain rates and charges pursuant to a tariff approved by the Indiana Utility Regulatory Commission on or around April 10, 2019, Cause No. 45135 ("HSE Tariff"), and the city assessed customers within its service area (the "Fishers service area") certain rates and charges pursuant to its rate ordinance approved by the Common Council for the City of Fishers on December 21, 2015, Ordinance 101915 ("Fishers Sewer Rate Ordinance"). The HSE service area and Fishers service area are further defined and depicted in Ordinance 101121A, adopted by the Common Council on November 15, 2021, which is incorporated herein by reference. The city committed to not raise sewer rates and charges in either the Fishers service area or HSE service area in order to complete the acquisition. Accordingly, the city has incorporated and will initially assess ratepayers in the HSE service area the same charges and rates as provided by the HSE Tariff, and will initially assess ratepayers in the Fishers service area the same rates and charges as provided in the Fishers Sewer Rate Ordinance. The rates and charges for each schedule apply the same to customers whether they reside inside or outside the corporate boundaries of Fishers, but the difference in rates between the Fishers service area and HSE service area is \$8.79 or approximately 26%.

(B) *User charges- District 1 (formerly Fishers) service area.* Users in the District 1 service area shall pay a monthly user charge based on an equivalent user charge factor of one equivalent dwelling unit ("EDU"). The monthly equivalent user charge for a single-family residential user is hereby fixed and established at \$34.00. The units listed below will pay a monthly user charge based on the multiplication of the decimal times \$34.00 unless, at the City Controller's

discretion, the bill has been prorated due to the sale of the property. The prorated amounts from the seller and buyer will not pay a sum that totals less than \$34.00. The equivalent user charge of \$34.00 may, from time to time, be updated and changed by the city as an amendment of this section. Users in the District 1 service area shall pay the following rates and charges for sewer service:

(1) Schedule I - general service rates.

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$34.00
Two family residence (duplex)	\$68.00
Townhomes	\$34.00
Multi-Family and Apartments (per unit) (.7)	\$23.80

(b) *Metered rates for one month consumption periods - all non- residential users.*

All non-residential customers in District 1 of the city's sewage treatment utility who are also serviced by Citizens Water, shall pay a monthly sewer user charge equal to \$3.78 for each 1,000 gallons of water as metered by Citizens Water. This sewer user charge shall be in lieu of the standard residential rates which are applicable to residential customers in District 1. This non-residential, metered rate is equivalent to the current standard rate of \$34.00 per equivalent dwelling unit, which is also the minimum monthly rate per user.

(c) *Non-metered rates for one month consumption periods - all other non- residential users.*

This section applies to non-residential users who are not billed based on water meter readings. Beginning March 1, 2025, all new non-residential customers will be billed under this subsection, with a minimum of 2 EDUs for each non-residential customer. New non-residential customers include those non-residential customers that have a change in ownership, tenant, use, or remodel.

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	\$68.00 minimum
Non-residential, non-metered customers in District 1 will have a monthly rate equal to \$34.00 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(B), Schedule III. The minimum monthly rate for non-residential, non-metered users will be no lower than two (2) equivalent dwelling units.	

(2) *Schedule II - tariff.*

(a) *Contributions and charges.* When the city's sewage facilities are capable of servicing an area of property within its jurisdiction, and such area or property has not been previously connected, contributions and charges on behalf of the unconnected property shall be required as follows:

1. *Application fee.* A charge of \$100 per EDU, based upon the use proposed for the property, shall be charged as an application fee and shall be due at the time the application is made for sanitary sewerage service to the applicant. The application fee shall be used to reimburse the costs incurred by the city for personnel, equipment and consultants necessary to effect an appropriate review of the application. The application shall be in a form approved by the city's Board of Public Works and Safety.

2. *Availability charge.* A charge of \$2,400 per EDU, based upon the use proposed for said property. The equivalent number of dwelling units in the case of users or units other than single family residences shall be determined as provided in § 51.70(B), Schedule III. The number of equivalent units for situations not covered by the table will be determined by the Board of Public Works and Safety.. Notwithstanding any other provisions contained herein to the contrary, the city may contract with the owner or developer for an additional availability charge for treatment plant capacity, to be collected in advance by the city for purposes of expanding the capacity of the sewage treatment plant to meet such owner's or developer's needs. The availability charges, where applicable, shall be paid in cash upon application for a building permit.

3. *Connection charge.* A charge of \$250 per EDU is hereby imposed. It is the intention of this chapter that the connection charges are to be paid by the individual builder, lot owner or customer and that these charges are in addition to the described contributions and charges. These charges are for the cost incurred as set out in the definitions. The connection charge shall be paid at the time the building permit is obtained. The number of equivalent dwelling units shall be determined as provided in § 51.70(B), Schedule III.

4. *Fats, oils and grease ("FOG") charge.*

Customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG in the amount of \$30 per month. The FOG charge supports the additional costs of administering, monitoring and treating the excessive waste associated with FOG.

If violations of City's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.

(3) *Schedule III - EDU equivalency chart.*

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0

04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2
13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers Board of Public Works & Safety (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers Board of Public Works & Safety		

(C) *User charges- District 2 (Formerly HSE) service area.* Users in the District 2 service area shall pay the following rates and charges for sewer service.

(1) *Schedule I - general service rates.*

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$42.79
Two family residence (duplex)	\$85.58
Townhomes	\$42.79
Multi-Family and Apartments (per unit) (.7)	\$29.95

(b) *Non-metered rates for one month consumption periods - all non- residential users.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	<i>\$85.58 minimum</i>
Non-residential, non-metered customers in District 2 will have a monthly rate equal to \$42.79 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(C), Schedule III. The minimum monthly rate for non-residential users will be no lower than two (2) equivalent dwelling units.	

(c) *Wholesale Private Utility Customers.*

Wholesale private utility customers shall be charged at the rate stipulated in the latest wholesale service agreement. As of March 1, 2025, this rate is \$3.20 per 1,000 gallons of wastewater discharged into the City's wastewater facilities.

(d) *Sewer tracker.* The sewer tracker, occasioned solely by changes in the cost of sewage disposal service, is \$4.75 per EDU per month for District 2. The tracker is applicable to the rates and charges in § 51.70(C), Schedule I, and is included in the base rates and charges as shown in that division.

(2) *Schedule II - tariff.*

<i>TYPE OF FEE</i>	<i>FEE AMOUNT</i>
(a) Application fee.	
Fee per equivalent dwelling unit for the review of connection plans	\$100.00
(b) System development charge.	
Fee per equivalent dwelling unit for capital improvements to the utility's system	\$4,471.00

(c) Connection fee.	
Fee per equivalent dwelling unit connecting to the utility's system	\$305.00
(d) Re-connection fee.	
Fee per physical connection for re-connection following disconnection for failure to pay sewer bill	\$305.00
(e) Fats, oils and grease ("FOG") charge.	
Applicability: customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG. The FOG charge will support the additional costs of administering, monitoring and treating the excessive waste associated with FOG.	\$30.00 per month
Additional charge: if violations of city's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.	

(3) *Schedule III - EDU equivalency chart.* Ratio of sewer usage of single-family residence to other types of uses: a single-family residence is equivalent to 300 gallons per day.

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0
04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2

13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers		

(D) *Methods of payment; transaction and other fees.* Payments to the utility for any purpose may be made by the financial instruments authorized by the utility in accordance with I.C. 36-1-8-11. If there is a charge to the utility for the use of a financial instrument, the utility may collect a sum equal to the amount of the charge from the person who uses the financial instrument. If there is a vendor transaction charge or discount fee, whether billed to the utility or charged directly to utility's account, the utility may collect from the person using the card an official fee that may not exceed the transaction charge or discount fee charged to the utility by bank or credit card vendors in accordance with I.C. 36-1-8-11.

§ 51.71 (RESERVED).

§ 51.72 BILLING OF SERVICE CHARGES.

(A) *Billing period.* User charges for sewer service shall be prepared and billed each month by the city and shall be payable to the City Controller's office no later than the date reflected on the user's monthly bill.

(B) *Liability for payment.* The rates and charges for all owner-occupied single family homes, townhome, duplex and quadplex properties shall be billed to the owner of the property.

For properties that are not single family homes, townhomes, duplexes or quadplexes, the rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with the Indiana Code. The owners of properties which are occupied by a tenant or tenants shall have the right to examine the collection records of the city for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) *First billings.* The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Controller has been notified to initiate the billing process. The fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) *City subject to charges.* For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) *Late fees.* All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works and Safety.

(F) *Deposits to ensure payment of sewer funds; refunds; forfeitures.*

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works and Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works and Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within 60 days after the termination of the depositor's use or ownership of the property served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

§ 51.73 FEE FOR PREPARING AND FILING LIENS.

There is hereby established a new fee in the amount of \$60 for the preparation and filing of liens for unpaid sewage bills. Such fee is based upon the following:

(A) The time expended by the involved departments of the city in order that the lien to be filed is accurate and than any and all notices have been properly served on the delinquent sewer customer which equates to \$10 per incident;

(B) The cost of filing with the county which is \$50 in total for filing and releases. Such fee shall be added to any delinquency and become a part of the lien upon its filing.

EXEMPTIONS FROM SEWER BILLING

§ 51.80 WATER LINES USED STRICTLY FOR IRRIGATION PURPOSES EXEMPT FROM SEWER BILLING.

(A) Application for exemption. Any commercial customer of the City Sewage Treatment Facilities who has a metered water line used exclusively for irrigation purposes may apply to the City Controller on an application form approved by the Controller, for an exemption from any sewer billing associated with the use of such line. Upon the presentation of such application by such commercial customer, and following review by the Controller, the Controller may issue such exemption in writing to the applicant. Any exemption so issued shall be reviewed on an annual basis.

(B) Termination of exemption. In the event that a commercial customer granted an exemption discontinues the use of a metered water line for irrigation purposes only, it shall be the responsibility of such commercial customer to notify the Controller immediately, whereupon the exemption granted by the Controller shall be terminated in writing to the commercial customer.

(C) Commencement of exemption. No exemption from the existing policies and procedures of the city regarding the calculation of sewage bills shall commence until the exemption letter is issued by the Controller. It is the intent of this subchapter that any exemptions granted shall act prospectively and not retroactively.

PENALTIES

§51.99 PENALTY FOR VIOLATION

(A) Any person who violates or fails to comply with any provision of this Chapter 51 or of the rules and regulations of the Board of Public Works & Safety or administrative orders pertaining thereto, shall be subject to a fine of up to \$2,500 per day for the first violation and up to \$7,500 per day for the second and subsequent violations. Each day that such violation(s) or noncompliance continues shall constitute a separate offense.

(B) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(D) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(E) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a use.

EXHIBIT A
Ordinance No. 011325

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GENERAL PROVISIONS

§ 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, [33 U.S.C. 1251](#), *et seq.*

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C, expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal, also called house connection.

COMBINED SEWER. A sewer intended to receive both wastewater and storm or surface water.

EASEMENT. An acquired legal right for the specific use of land owned by others.

FLOATABLE OIL. Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

INDIRECT DISCHARGE The introduction of pollutants into the POTW (including the collection system leading to the water pollution control plant) from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

INDUSTRIAL WASTES. The wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

INTERFERENCE An indirect discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

MAY. Is permissible. (See definition of **SHALL** below).

NATURAL OUTLET. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

PASS THROUGH A discharge which exits the water pollution control plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the water pollution control plant's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen ion concentration of 10^{-7} .

PUBLICLY OWNED TREATMENT WORKS (POTW). A sewage treatment works as defined by the Act, owned by the City of Fishers. This definition includes any devices and systems used in the collection, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to the City of Fishers' water pollution control plant. The term also means the municipality which has jurisdiction over the Indirect Discharges to and the discharges from such a POTW.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½ inch (1.27 centimeters) in any dimension.

PUBLIC SEWER. A common sewer controlled by a governmental agency or public utility.

SANITARY SEWER. A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

SEWAGE. The spent water of a community. The preferred term is **WASTEWATER**.

SEWER. A pipe or conduit that carries wastewater or drainage water.

SHALL. Is mandatory. (See definition of **MAY** above).

SLUG. Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STORM DRAIN or STORM SEWER. A drain or sewer for conveying water, groundwater, sub-surface water or unpolluted water from any source.

SUPERINTENDENT. The superintendent of wastewater facilities, and/or of wastewater treatment works, and/or of water pollution control of the city, or its authorized deputy, agent or representative.

SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in “Standard Methods for the Examination of Water and Wastewater” and referred to as nonfilterable residue.

UNPOLLUTED WATER. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

USER Any domestic or non-domestic discharger of wastewater which introduces pollutants to the City’s POTW.

WASTEWATER. The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water and stormwater that may be present.

WASTEWATER FACILITIES. The structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

WASTEWATER TREATMENT WORKS. An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment plants or wastewater treatment plant or water pollution control plant.

WATERCOURSE. A natural or artificial channel for the passage of water either continuously or intermittently.

§ 51.02 DEPOSITING OBJECTIONABLE WASTE PROHIBITED.

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or objectionable waste.

§ 51.03 DISCHARGE OF WASTEWATER OR OTHER POLLUTED WATERS TO NATURAL OUTLETS.

It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of said city, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

§ 51.04 PRIVIES, SEPTIC TANKS AND OTHER FACILITIES.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

§ 51.05 OWNER'S RESPONSIBILITY TO INSTALL SUITABLE TOILET FACILITIES.

The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-

way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 90 days after the date of the official notice to do so, provided that said public sewer is within 100 feet (30.5 meters) of the property line.

§ 51.06 DESTROYING OR TAMPERING WITH WASTEWATER STRUCTURES OR EQUIPMENT.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this section shall be subject to immediate arrest under charge of disorderly conduct.

§ 51.07 RIGHT OF ENTRY FOR PURPOSE OF INSPECTION; CONFIDENTIAL INFORMATION; INDEMNIFICATION.

(A) The Superintendent and other duly authorized employees of the city, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this chapter.

(B) The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

(C) While performing the necessary work on private properties referred to in division (A) above, the Superintendent or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against a loss or damage to its property by the city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 51.41.

(D) The Superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

§ 51.08 ESTABLISHING AND REGULATING WASTE DISPOSAL SYSTEM IN CERTAIN AREAS LOCATED WITHIN FOUR MILES OF CORPORATE BOUNDARIES.

(A) No sewer utility shall commence collection, processing or disposition of waste substances and domestic or sanitary sewage (hereinafter referred to as “Sewer Service”) within the corporate boundaries of the city or within an area which is within four miles of the corporate boundaries of the city in the area identified as the Fishers Sewer Planning Area, unless such sewer utility shall first obtain a permit, contract, license or franchise (hereinafter referred to as “permit”) from the city, authorizing the sewer service, and a finding by the City Council that the public convenience and necessity require sewer service by the sewer utility, and defining specifically the area to be covered by the permit, such finding to be made after a public hearing has been held before said City Council pursuant to not less than ten days published notice in accordance with the provisions of IC 5-3-1.

(B) At the public hearing pursuant to division (A), an applicant for a permit to provide sewer service pursuant to the terms of this chapter shall demonstrate to the City Council by the presentation of competent evidence that it has met the following criteria:

- (1) That it has the financial ability to install, commence and maintain said proposed service;
- (2) That the plans and specifications for the sewer interceptor system to be constructed and installed shall have received the written approval of the city's Consulting Engineer and the Indiana Department of Environmental Management prior to the commencement of construction;
- (3) That a contract will have been executed by the applicant and submitted to the city for its consideration and acceptance that will obligate the applicant upon the issuance of the permit to pay to the city the city's rates and charges as by ordinance provided for the transmission of sanitary sewage to the city for treatment at the city's treatment facility;
- (4) That the applicant shall establish that it has the lawful power and authority to apply for said permit and to operate said proposed service. The permit shall state that before commencing operations and serving customers, the sewer utility shall file its rates and charges with the Indiana Utility Regulatory Commission for approval by the Commission. The city also recognizes that the applicant may derive its authority to apply for such permit from other express statutory authority, such as a municipal utility, a conservancy district or a regional waste district;
- (5) The permit shall state that before commencing construction or operations and serving customers, the sewer utility shall apply for and receive all of the necessary federal and/or state and/or county regulatory permits and licenses necessary to operate the sewer service in the area identified as the Fishers Sewer Planning Area. It is the intention of the city to recognize the jurisdiction of the Indiana Utility Regulatory Commission to fix the price to be charged for the service to be rendered by the applicant notwithstanding the provisions of IC 36-9-2-16 in the case of a regulated utility. In the event that a municipal utility, conservancy district, or regional waste district obtains the necessary federal and state licenses and permits, it is the intention of the city to recognize the jurisdiction of the permitting agency, and to consider such entity to have standing to apply for a permit from the city.

(C) After the city issues a sewer service permit pursuant to the provisions of this chapter, no other sewer utility shall commence sewer service in the permitted area without itself first obtaining a permit to do so from the city in accordance with the criteria set out above. In addition, the city may issue additional permits within the same permitted area only if the following additional criteria are satisfied:

(1) The sewer utility with an existing permit is not furnishing reasonably adequate sewer service and is not willing or capable of furnishing sewer service in the area for which an additional permit is sought;

(2) A period of at least 24 months has expired from the date of issuance of the existing permit;

(3) Issuance of the additional permit will not impair the ability of the existing sewer utility to continue to furnish existing sewer service within the permitted area;

(4) Public convenience and necessity as determined by the city require the issuance of an additional permit; and

(5) The sewer utility applying for an additional permit obtains approval from the Indiana Utility Regulatory Commission pursuant to the Public Service Commission Act, IC 8-1-2-1 and following, or otherwise meets the statutory requirements for lawful operation including a discharge permit from the Indiana Department of Environmental Management.

(D) The city reserves the right to revoke any sewer service permit which it may grant, in whole or in part, for any of the following grounds as determined by the City Council acting in its legislative capacity at any regular meeting of said City Council:

(1) Failure of the sewer utility holding such sewer service permit to furnish reasonably adequate sewer service within the area defined in the permit;

(2) Failure of the sewer utility holding the sewer service permit to comply with any term, condition or limitation of such permit;

(3) Any act undertaken by the Indiana Department of Environmental Management or the Indiana Utility Regulatory Commission which in any way limits or restricts the ability of the sewer utility to act upon the authority of said state bodies.

(E) In the absence of a clear and convincing health related reason, the City Council resolves that no cross county sewer service should be permitted that would allow for the sanitary sewage treatment of areas located within Fall Creek Township of Hamilton County by any provider of sanitary sewage treatment services other than the City of Fishers.

_(F) All ordinances or parts of ordinances currently in effect within the city, which are in conflict, directly or indirectly, with the provisions of this chapter are hereby repealed.

PRIVATE WASTEWATER DISPOSAL SYSTEM

§ 51.15 CONNECTING BUILDING SEWER TO PRIVATE WASTEWATER DISPOSAL SYSTEM.

Where a public sanitary or combined sewer is not available under the provisions of § 51.05, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this chapter.

§ 51.16 WRITTEN PERMIT TO BE OBTAINED.

Before commencement of construction of a private wastewater disposal system the owner(s) shall first obtain a written permit from the Hamilton County Health Department.

§ 51.17 COMPLIANCE WITH STATE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Environmental Management of the state.

BUILDING SEWER AND CONNECTIONS

§ 51.25 CONNECTING BUILDING SEWER TO PUBLIC SEWER.

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF “Manual of Practice No. 9.” All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

§ 51.26 USE OF OLD BUILDING SEWERS WITH NEW BUILDINGS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent to meet all requirements of this chapter.

§ 51.27 SIZE, SLOPE AND ALIGNMENT; CONFORMANCE TO OTHER APPLICABLE RULES AND REGULATIONS.

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

§ 51.28 GRAVITY FLOW TO PUBLIC SEWER; LIFTED BY APPROVED MEANS.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

§ 51.29 SOURCES OF SURFACE RUNOFF OR GROUNDWATER TO PUBLIC SANITARY SEWER PROHIBITED.

No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

§ 51.30 EXCAVATIONS.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

§ 51.31 INSPECTION OF CONNECTION TO PUBLIC SEWER.

The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his representative.

USE OF PUBLIC SEWERS

§ 51.40 DISCHARGE OF STORMWATER AND OTHER UNPOLLUTED DRAINAGE.

(A) No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer; except stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

_(B) Stormwater other than that exempted under division (A) above, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

§ 51.40.5 PRIOR APPROVAL FOR CERTAIN WASTES.

The Superintendent shall have the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by users or indirect dischargers where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its NPDES permit.

§ 51.41 PROHIBITED DISCHARGES TO PUBLIC SEWERS.

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of and indirect discharges to the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Except as hereinbefore provided, no user or indirect discharger shall discharge or cause or permit to be discharged into the public sewer any of the following described substances, wastes or waters:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas; including waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) using test methods in 40 CFR 261.21

(B) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant;

(C) Any waters or wastes having a pH lower than 5.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, et seq., either whole or ground by garbage grinders.

(E) A pollutant from any source of nondomestic wastewaters that could pass through or cause interference with the operation or performance of the POTW.

F) A pollutant, including an oxygen demanding pollutant (such as biochemical oxygen demand) released in a discharge at a flow rate or pollutant concentration that could cause interference in the POTW.

§ 51.42 DISCHARGE OF CERTAIN WASTES RESTRICTED.

The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Superintendent will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials or construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

(A) Wastewater having a temperature higher than 104° F. (40° C.);

(B) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin;

(C) Wastewater from industrial plants containing floatable oils, fat or grease;

(D) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

(E) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Superintendent for such materials;

(F) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(G) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(H) Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.

(I) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(J) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(K) A trucked or hauled pollutant, except with the permission of the POTW; and when introduced to the POTW at a discharge point designated by the POTW.

§ 51.43 PRETREATMENT, EQUALIZATION OF WASTE FLOWS.

(A) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in § 51.42, and which in the judgment of the Superintendent may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may do the following:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers;

(3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § 51.47.

(B) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

§ 51.44 GREASE, OIL AND SAND INTERCEPTORS.

Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in § 51.42(C), or any flammable wastes, sand or other harmful ingredients: except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates

and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner(s) personnel must be performed by currently licensed waste disposal firms.

§ 51.45 PRETREATMENT OR FLOW-EQUALIZING FACILITIES.

Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

§ 51.46 INSTALLATION OF SUITABLE SAMPLING AND MEASUREMENT APPURTENANCES.

When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation sampling and measurement of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

§ 51.47 MEASUREMENTS, TESTS AND ANALYSES.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

§ 51.48 USER OF SEWER SERVICES TO PROVIDE INFORMATION.

The Superintendent may require a user of sewer services to provide information needed to determine compliance with this chapter. These requirements may include:

- (A) Wastewater discharge peak rate and volume over a specified time period;
- (B) Chemical analyses of wastewater;
- (C) Information on raw materials, processes and products affecting wastewater volume and quality;
- (D) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (E) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (F) Details of wastewater pretreatment facilities;
- (G) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

§ 51.49 INDUSTRIAL WASTES; SPECIAL AGREEMENT.

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment.

§ 51.50 FATS, OILS AND GREASE MANAGEMENT PROGRAM.

This Fats, Oils and Grease ("FOG") Policy (hereinafter referred to as "Policy") addresses the policies and procedures applicable to food service facilities for management of fats, oils and grease discharge to the city's wastewater conveyance and treatment facilities.

(A) Purpose.

(1) Fats, oils and grease (FOG) are restricted wastes per § 51.42(C) of this code due to their potential to interfere with conveyance pipes and pumping facilities, and treatment processes, and are therefore limited in discharge. FOG pretreatment devices such as grease and oil interceptors, traps and separators are required to provide the necessary level of control per § 51.44 of this code. The purpose of this Policy is to provide standards for requiring the installation of FOG pretreatment devices, maintenance, data management, reporting and compliance.

(B) *Definitions.* For purposes of this section the following definitions shall apply unless the content clearly indicates or requires a different meaning.

BOD - BIOCHEMICAL OXYGEN DEMAND. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter, as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater".

FOG - FATS, OILS, AND GREASE. All fats, oils and grease, petroleum products and byproducts. Fats, oils and grease as found in food service facilities including, but not limited to, any substance such as vegetable or animal product that is used in, or is a by-product of, the cooking or food preparation process or the cleaning thereof, and that turns or may turn viscous or solidified with a change in temperature or other conditions. Petroleum, oils, and grease as found in auto or marine service facilities including, but not limited to, any substance such as petroleum oil, non-biodegradable cutting oil or products of mineral oil origin that is used in, or is a by-product of an automotive/marine process. These substances are detectable and measurable using analytical test procedure established in 40 CFR 136, as amended.

FOG FACILITY. Any non-residential sewer user or combination of sewer users utilizing the same pretreatment device which uses or generates FOG.

FOG MANAGEMENT PROGRAM. The program that is supported by this Policy, as amended.

FOG PRETREATMENT DEVICE. Includes oil-water separators, grease traps and grease interceptors.

GREASE INTERCEPTOR. An outdoor, watertight receptacle utilized to intercept, collect, and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. An interceptor shall have a capacity of at least 1,000 gallons to serve one or more fixtures and shall be located outside the building.

GREASE TRAP. An indoor, watertight receptacle utilized to intercept, collect and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility.

MODIFICATION REQUEST FORM. A form provided by the utility for the user to complete in order to be considered for a modified cleaning schedule or exemption releasing the user from the need to install a grease trap/interceptor. A copy of the Modification Request Form is attached to Resolution R072715A and incorporated by reference as if fully set forth herein.

NOTICE OF VIOLATION. A written document describing any violation to this Policy for the information of the user in non-compliance.

OIL-WATER SEPARATOR. A device which utilizes the difference in density between oil, petroleum products or chemical products, and water for removal.

SEWER USER. Any person or facility who introduces or discharges any substance into the sanitary sewer system of the utility, which may pertain to both the owner and the occupant of real estate from which the substance is introduced or discharged.

TSS - TOTAL SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquid, and that is removable by filtering as prescribed in the latest version of the "Standard Methods for the Examination of Water and Wastewater".

UTILITY. The wastewater conveyance and treatment utility owned and operated by the City of Fishers.

UTILITY BOARD. The City of Fishers Board of Public Works and Safety or its designee.

(C) Requirements for fats, oils and grease interceptors, traps and oil-water separators.

(1) All FOG facilities are required to have a FOG pretreatment device properly installed that is acceptable to the utility and in accordance with this Policy.

(2) All FOG pretreatment devices shall operate in compliance with the utility's discharge limits.

(3) All FOG pretreatment device installation and maintenance shall be at the sewer user's expense.

(4) The sizing and plumbing configuration required to prevent the introduction of FOG into the utility's system is the responsibility of the FOG facility design professional. The utility does not assume any responsibility in the sizing of the FOG pretreatment device.

(5) Facilities which will be expanded or renovated to include a FOG facility, where such FOG facility did not previously exist, shall be required to install and maintain a grease interceptor, grease trap or oil-water separator which is acceptable to the utility.

(6) Existing FOG facilities shall be permitted to operate and maintain an existing FOG pretreatment device provided these are in proper operating condition as set forth within this Policy.

(7) Newly-constructed facilities that will/or could include FOG facilities are required to install and maintain a grease interceptor or oil-water separator in accordance with this Policy.

(8) A new multi-use facility is required to have connections to a FOG pretreatment device acceptable to the utility.

(9) If the facility does not have plumbing collections to a FOG pretreatment device that functions to bring the sewer user in compliance with the requirements of the utility, the utility shall require the facility to modify their current plumbing to prevent the introduction of FOG into the sewer as prohibited by this Policy.

(10) All FOG pretreatment devices shall have adequate retention time at actual peak flow between the influent and effluent baffles to allow for any solids to settle or accumulate and floatable grease-derived materials to rise and accumulate and prevent discharge limit violations,

(11) All grease traps shall include flow regulators.

(12) All grease interceptors shall include a tee outlet with a maximum height of 18 inches above the interceptor's base.

(13) No accumulation of floatable FOG and/or settled solids shall exceed 25% of the total volume of the grease trap or grease interceptor.

(14) No settled oils in the oil-water separator should be left to accumulate in excess of 20% of the wetted height of the oil-water separator, and no floating oil and grease in the oil-water separator should be left to accumulate in excess of 5% of the wetted height of the oil-water separator.

(15) All FOG pretreatment devices must be located so that maintenance and inspections can be easily performed as established by the utility.

(16) The use of automatic removal systems is permissible only upon written approval from the utility.

(17) A grease interceptor and oil-water separator may be used by more than one facility if the capacity of the device is such that all the limits are met as established through this Policy.

(18) Grease traps may not be shared by multiple facilities.

(19) If a grease interceptor cannot be installed readily or economically in a FOG facility, the utility may approve a grease trap to be installed in the facility, at the owner's expense, on a trial basis. If the grease trap does not allow the discharge to meet FOG discharge limits, the facility will be required to install a grease interceptor in compliance with this Policy.

(D) Grease interceptor, grease trap and oil-water separator maintenance.

(1) The grease interceptor, grease trap or oil-water separator shall be maintained at the sewer user's expense.

(2) The sewer user shall maintain the grease interceptor, grease trap or oil-water separator in order to not allow wastewater discharge concentration from their pretreatment device to exceed any of the utility's discharge requirements.

(3) All grease interceptors and oil-water separators shall be serviced and emptied as frequently as needed in order to maintain an acceptable waste limit, but not less than every three months.

(4) All grease traps shall be serviced and emptied of accumulated waste content as frequently as needed in order to maintain an acceptable waste discharge limit, but no less than twice per week.

(5) Grease interceptors, grease traps and oil-water separators shall be completely evacuated anytime the discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels establish by the utility.

(6) All waste (floating FOG and settled solids) shall be removed from the FOG pretreatment device, hauled away and disposed of per state standards.

(7) No waste/water shall be returned to a pretreatment device once pumped.

(8) The maintenance of a grease interceptor used by more than one facility shall be the responsibility of the owner of the grease interceptor.

(9) The utility may extend the 90-day grease interceptor pump-out frequency, and/or the twice per week grease trap cleaning frequency if the sewer user petitions the utility for such modifications and provides a complete Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(10) The utility may shorten the pump-out or cleaning frequency when, in the opinion of the utility, such frequency is insufficient to ensure the utility's discharge levels.

(11) Following the mandated cleaning schedule does not guarantee compliance with the discharge limits or device capacity limits. It is the responsibility of the FOG facility to maintain an acceptable FOG level mandated by this Policy.

(12) If the FOG facility's grease trap is cleaned by their staff, the staff shall dispose of the grease in a manner that does not reintroduce grease/waste back in the utility's sanitary sewer system.

(13) If the utility determines the garbage disposal is a factor in the restricted discharge of FOG, then the garbage disposal shall be connected to the grease trap, or grease interceptor, or removed from the facility.

(14) No person shall introduce, or cause, permit, or suffer the introduction of any surfactant, solvent or emulsifier into a grease interceptor. Surfactants, solvents and emulsifiers are materials which allow the grease to pass from the grease interceptor into the collection system, and include, but are not limited to enzymes, soap, diesel, kerosene, turpentine and other solvents.

(E) FOG facility reporting requirements.

(1) All businesses and industry shall provide, on demand, to the utility, sufficient information to determine if it is a FOG facility.

(2) The owner, or owner's representative, of the FOG facility shall notify the utility, in writing, of changes regarding the facility's occupant, building usage, and/or new construction within 30 days of the date the change takes place.

(3) All FOG facilities must maintain written FOG pretreatment device maintenance records for three years on a continuously rolling calendar basis. All such records shall be available for inspection by utility staff at any/all time. These records shall include: facility name and location, date and time of cleaning service, name of grease hauling company, name and signature of grease-hauling company agent performing said service, established service frequency and type of service (full pump, partial pump out, onsite treatment), number and size of each pretreatment device serviced, approximate amount of grease and solids removed from each pretreatment device, total volume of waste removed from each pretreatment device, destination of removed waste, signature and date of FOG facility personnel confirming service completion. A copy of the Program Maintenance Log is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(4) FOG facilities shall report, in writing, their FOG pretreatment device maintenance records to the utility quarterly. A copy of the Food Service Facility Quarterly Report is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(5) A facility shall report to the utility, by phone, any accidental discharge immediately. A written report must be provided by the facility within 24 hours of the event.

(F) FOG facility inspection.

(1) All FOG pretreatment devices may be inspected by the utility as necessary to assure compliance with this Policy.

(2) Each FOG facility shall allow any utility official or agent of the utility bearing proper identification access to all parts of the premises for the purpose of inspection, observation, record examination, measurement, sampling and testing in this Policy.

(3) The refusal of any FOG facility to allow the utility's official entry to, or upon, the facility's premise for purposes of inspection, sampling effluents, inspecting and copying records, or performing other such duties shall constitute a violation of this Policy.

(4) The utility's office shall inspect FOG facilities during both scheduled and unscheduled visits.

(G) FOG facility management.

(1) It is the facility owner's responsibility to make sure that all employees and/or tenants are informed about the city's FOG program and best management practices are mandated to help with compliance.

(2) If management changes within the FOG facility, it is the facility owner's responsibility to train the new management on the reporting requirements to ensure compliance.

(3) Any FOG facility with a change in ownership will be recognized as a new FOG facility and shall comply with the utility's discharge limits and in accordance with this Policy.

(4) If the FOG facility changes names but keeps the same owner, the facility owner is responsible to inform the utility of the change within 30 days. Failure to notify the utility may result in penalty fees.

(5) If the FOG facility is sold or leased/rented, the facility owner (both new and old in the event of a sale) is responsible to inform the utility of the change prior to the effective date of the change. Failure to notify the utility may result in penalty fees.

(6) If the FOG facility's type of business changes, it is the facility owner's responsibility to notify the utility within 30 days of the type of change that is being made in the business.

(H) FOG facility enforcement and non-compliance fees.

(1) A notice of violation (NOV) shall be issued to the sewer user for one or more of the following reasons:

(a) Failure to properly maintain the grease interceptor, grease trap or oil-water separator in accordance with the provisions of this Policy.

(b) Failure to maintain the required records of cleaning/pumping activities.

(c) Failure to provide logs, files, records or access for inspection of monitoring activities.

(2) The NOV will include the description of the violation, number of days to correct the deficiencies and/or violations, and the applicable fee for the violation. Any fee assessed under this Policy will be in accordance with the applicable fee schedule adopted by the City Council.

(3) All sampling and monitoring after a violation of this Policy shall be at the violating FOG facility's expense.

(4) All non-compliance issues are to remain on record for an 18-month rolling calendar for the purpose of determining the level for the NOV. Therefore, all violation will be in effect for 18 months starting the day of the initial violation. On the day after the 18th month, the violation will be removed if all outstanding violation fees have been paid in full.

(5) If a FOG facility wishes to dispute a violation and/or fee, it must be done in writing to the Utility Board via letter, email or fax with 30 days of the notice of violation or notice of fee, whichever is later. All disputes shall be review by the Utility Board,

(6) If a sewer user has reason to believe that a specific limit or requirement of the Policy does not, or should not apply to their FOG facility, the sewer user must submit a Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated herein by reference as if set forth in full herein, along with information supporting the modification request, to the utility to be reviewed/considered by the utility, and the FOG facility will be informed of their decision in writing within one week of their decision. Documentation on the request and its approval/disapproval will become a part of the facility's account file.

§51.51 ENFORCEMENT.

(A) The remedies provided for in this section are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be conducted in accordance with the City's enforcement response plan

as adopted by the Board of Public Works & Safety. However, the City may take other action against any user when the circumstances warrant. Further the City is empowered to take more than one enforcement action against any noncompliant user.

(B) The Superintendent may, after notice to the discharger, immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons, the environment, and/or which threatens to interfere with the operation of the POTW.

(C) The Superintendent may issue an order to correct or abate a violation of this chapter. If the violation has not been corrected pursuant to the requirements set forth in the order, the Superintendent, or his duly authorized representative, shall have the authority to enter upon the user's premises and are authorized to take any and all measures necessary to abate the violation, including physically severing the sewer connection, and/or terminating water service to the facility. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Superintendent or his designee or a designated contractor to enter upon the premises for the purposes set forth above. Penalties shall include but are not necessarily limited to those found in this chapter.

(C) When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the Hamilton County Superior or Circuit Court, through the City Law Department for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

CONTRIBUTION REQUIREMENTS FOR DEVELOPERS AND NEW USERS OF SEWAGE FACILITIES

§ 51.55 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICATION FEE. A fee charged at the time application for sewage service is made, which is non- refundable and which represents the cost to the city of processing such application.

AVAILABILITY CHARGE. A payment which shall be required for the privilege of connecting a service line or lateral sewer from a residence, commercial user or tract of ground into the city's local sewers or interceptor as a capital contribution for the availability of service, present or future.

CONNECTION CHARGE. A payment required to cover the cost to inspect the connection of a service line to the local sewer. This payment shall be charged and paid at the time the

application for connection is made. This charge applies to the single family residence and all equivalent dwelling units, i.e., residential, commercial, industrial, et seq.

DEVELOPER. Any person, individual, corporation or entity engaged in developing a property, tract of ground or improving a lot or group of lots or structures thereon for the use of occupancy, owning or selling the property to be connected or served by the sewage facilities.

EQUIVALENT DWELLING UNIT (EDU). The single family residence situated upon a single lot, and also the sewage contribution from that residence, being 300 gallons per day.

EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged the resident based upon the then current schedule of rates and charges.

INTERCEPTOR SEWER. The sanitary sewer, usually located within the streets, alley or easements, which normally receives the sewage from the local sewers. This sewer usually conveys the sewage to the treatment plant or point of ultimate disposal.

LATERAL SEWER. The sanitary sewer, usually located within the street, alley or easements, which normally receives the sewage from the local sewers. Service lines are not excluded from connecting directly to this sewer.

LOCAL SEWER. The sanitary sewer, eight inches minimum, usually located within the street, alley or easements, which receives the sewage from the individual service lines.

OVERSIZING COSTS. The costs of oversizing sewers or the sewage treatment plant or other facilities in anticipation of the need to serve future customers. The cost of extending an existing sewer at a consistent size, depth, and slope through a property being developed shall not be considered an oversizing cost.

RATIO OF EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged a user or customer, of the sewage facility, divided by the Equivalent Dwelling Unit Revenue.

SERVICE AREA. That area to be served by the city sewage treatment plant and collection sewers. Such area will usually include the drainage area permitting the use of gravity sewers, and certain adjacent areas that may be readily pumped into such sewers.

SERVICE LATERAL. A branch, from the local or collecting sewer, between that sewer and the property line of the intended user. Usually installed by the developer or in certain cases the lot owner or user.

SERVICE LINE. The sewer line, six inches minimum, installed between the residence or structure for the purpose of conveying the sewage discharge to the service lateral on the local or collecting sewer. This line is installed by the individual owner or builder.

§ 51.56 EXPANSION AND CONNECTION POLICY.

(A) All local and lateral sewers to be connected directly or indirectly into the city's sewage facility or collection system shall, at the owner's or developer's expense, be designed, constructed and installed, by the owner or developer to the city's specifications. The new sewers shall, upon acceptance of the city, be dedicated to the city. These new sewers shall be located in such streets, alleys, rights-of-way, and easements as are approved by the city.

(B) The sewage treatment plant expansions shall be designed and built by the city. The expansions shall be funded by a combination of the above defined charges, plus the use of state and federal funds, if available.

(C) No sewer collection facilities shall be extended, nor shall any connections be made to the city's sewage treatment facility unless and until such area to which facilities will be extended is within the city limits, or has agreed to be annexed to the city or has agreed not to remonstrate against such annexation.

(D) Prior to the commencement of construction of any sewer, the Indiana Department of Environmental Management's approval shall be furnished to the city.

(E) Prior to the commencement of construction of any sewer or collection facility, the plans shall be approved in writing by the City Engineer.

§ 51.57 (RESERVED).

§ 51.58 (RESERVED).

§ 51.59 PRIOR AGREEMENTS OF CITY.

This subchapter shall in no way affect developers or owners or users of the city sewage facility who have heretofore entered into agreements with the city for the extension of city sewage facilities which are now in existence and have been dedicated to the city and constructed by the developer.

§ 51.60 PROTECTION OF BOND HOLDERS OF SEWAGE WORKS.

Nothing in this subchapter will be construed to place a lien on the revenues of Fishers Municipal Sewage Works receipts which lien would be superior to, equal to or take priority over the rights of holders or owners of sewage revenue bonds of the city now outstanding or to be issued in the future.

§ 51.61 AMENDMENTS.

This subchapter and the costs and charges set out herein may be amended from time to time by the City Council when conditions exist that indicate to the Council that charges herein are not equitable for the customers of the municipal sewage system or for the subdividers, developers or owners of property connections to such sewage system.

TERMINATING WATER SERVICE TO DELINQUENT SEWER USERS

§ 51.65 TERMINATION OF SERVICE PROCEDURES.

(A) The city, by and through its Controller or his or her designee, may order the termination of water service to a sewer service address for nonpayment of a delinquent account that is not less than 30 days delinquent. When so ordered the water utility shall terminate such service in accordance with the terms of their agreement with the city.

(B) The fee for terminating services shall be a minimum of \$45, which shall include charges assessed against the city by the water utility for effecting the termination. Fee for terminating commercial and industrial services shall be determined in an agreement between the city and the

water company. This fee shall be assessed against the customer and added to the sewer delinquent bill.

(C) The city may not terminate under this section if the Hamilton County Health Department has found and certified to the city that the termination of water service will endanger the health of the user and others in the municipality.

(D) (1) Prior to the termination of water service because of sewer user fee delinquency the city must first give notice of such delinquency and impending termination at least 30 calendar days prior to the proposed termination, by first-class mail addressed to the user to whom the service is billed, which notice shall contain the following:

(a) The delinquent amount due, together with any penalty and fees;

(b) The date of the notice of termination;

(c) The date on and after which termination shall be made, which shall be at least 30 calendar days from the date of the notice of termination;

(d) Notice that water service may be disconnected if, prior to the earliest possible date of termination given in the notice, the user does not pay the delinquency together with any penalty and fees, or disputes the amount, or makes other provisions for payment pursuant to this section;

(e) A procedure, as provided in division (D)(2) for resolving a disputed bill.

(2) The city shall appoint an account review officer (ARO) to review and resolve disputes. Before the earliest possible date of termination of water service as specified in the notice, a user may request a hearing before the ARO to dispute the correctness of all or part of the amount shown in accordance with the provisions of this section. A user shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute under this section.

(E) The procedure for a hearing on a user dispute shall be as follows:

(1) Before the earliest possible date of termination as specified on the notice of termination, the user shall notify the ARO in writing, that he/she requests a hearing to dispute the correctness of all or part of the amounts shown on the notice of termination, stating as completely as possible the basis for the dispute.

(2) An informal hearing before the ARO shall be held within 15 days of the ARO's receipt of the user's written request for a hearing on a disputed bill.

(3) At the hearing, the user shall be entitled to present all evidence that is, in the ARO's view, relevant and material to the dispute.

(4) Based on the evidence presented at the hearing, the ARO within ten days of the completion of the hearing, shall issue a written decision formally resolving the dispute. The ARO's decision shall be final and binding.

(F) The ARO shall be authorized to resolve any disputed sewage bill and shall be authorized to order the termination of water service under appropriate circumstances. Upon approval by the ARO, the user may enter into an agreement to amortize the unpaid balance of his/her account

over a reasonable period of time, not to exceed six months. No termination shall be effected for any user complying with any such amortization agreement, provided the user also keeps current his/her account for sewer service as charges accrue in each subsequent billing period. If a user fails to comply with an amortization agreement, the ARO may terminate water service provided notice is given to the user at least 48 hours prior to such termination and the notice includes conditions the user is required to meet to avoid termination.

(G) Utilization of this hearing procedure shall not relieve a user of the obligation to timely and completely pay all other undisputed water and sewage bills or charges. Failure to timely and completely pay all such undisputed amounts shall subject the user to the termination of service in accordance with the provisions of this division.

(H) Until the date of the ARO's decision, the city shall not terminate water service of the user. If the ARO determines that the customer must pay some or all of the disputed amount, the department, or ARO in his written decision, shall notify the user of the following:

(1) The amount to be paid;

(2) The date on or after which services will be terminated; and

(3) Notice that unless the city receives complete payment of the amount shown prior to the earliest possible date of termination given in the notice, water service shall be terminated.

(a) A **USER** for the purpose of this section is defined as:

(1) A person who requests, either orally or in writing, water and/or sewage service from the city or water utilities;

(2) A person in whose name water and/or sewage service is billed for the rendering of the service.

§ 51.66 TERMINATION OF SERVICES NOT EXCLUSIVE REMEDY.

The remedy provided herein for the collection of delinquent sewer user charges or benefits shall not be construed to abridge or in manner interfere with the right and power of the city to enforce a collection thereof by any other action or as otherwise provided by statute, but the remedy provided in such section shall be taken and held as an additional means to enforce payment of sewer service charges or benefits.

§ 51.67 PROCEDURE.

(A) As used in this section, the term **FINAL ACCOUNT** shall have the following meaning: A closed account for which sewer service is no longer being provided to the customer at that service location.

(B) The city shall prepare a semi-annual schedule of sewer user final accounts which it has determined to be uncollectible. The schedule shall consist of the following:

(1) (a) For bills becoming due prior to July 1, 1988, a certified list of all sewer user final accounts for which the outstanding fees and penalties together are \$25 or less and which are at least 120 days delinquent and which the department has determined to be uncollectible;

(b) For bills becoming due after July 1, 1988, a certified list of all sewer user final accounts for which the fees and penalties together are \$25 or less and which are at least 120 days delinquent and which are not subject to lien under IC 36-9-23-31 through IC 36-9-25-11 and which the city has determined to be uncollectible;

(2) A statement setting forth the efforts that have been made to collect such accounts and a statement that all such efforts have been unsuccessful;

(3) A statement, including the reasons therefor, that the city believes it is economically not feasible to pursue collection measures on such accounts.

(C) The semi-annual schedule shall be submitted to the City Council, which by resolution may declare accounts listed in the schedule as uncollectible and may authorize the city to cease further collection procedures and expense the amounts outstanding on the accounts as bad debts.

(D) The semi-annual schedule prepared by the city and the resolution adopted by the Board shall be forwarded to the City Council for final approval. A sewer user account may be deemed uncollectible only if the Council shall approve the Board's resolution.

RATES AND CHARGES

§ 51.70 SCHEDULE OF USER CHARGES.

(A) *Statement of acquisition.* On or around July 22, 2021, the City of Fishers (the "city") entered into a certain Asset Purchase Agreement ("Agreement") with Hamilton-Southeastern Utilities, Inc. ("HSE"), whereby the city generally acquired all assets of HSE, including, without limitation, all current and future customers of HSE within its service area in and around Fishers (the "HSE Service Area"). Prior to the acquisition, HSE assessed customers within the HSE service area certain rates and charges pursuant to a tariff approved by the Indiana Utility Regulatory Commission on or around April 10, 2019, Cause No. 45135 ("HSE Tariff"), and the city assessed customers within its service area (the "Fishers service area") certain rates and charges pursuant to its rate ordinance approved by the Common Council for the City of Fishers on December 21, 2015, Ordinance 101915 ("Fishers Sewer Rate Ordinance"). The HSE service area and Fishers service area are further defined and depicted in Ordinance 101121A, adopted by the Common Council on November 15, 2021, which is incorporated herein by reference. The city committed to not raise sewer rates and charges in either the Fishers service area or HSE service area in order to complete the acquisition. Accordingly, the city has incorporated and will initially assess ratepayers in the HSE service area the same charges and rates as provided by the HSE Tariff, and will initially assess ratepayers in the Fishers service area the same rates and charges as provided in the Fishers Sewer Rate Ordinance. The rates and charges for each schedule apply the same to customers whether they reside inside or outside the corporate boundaries of Fishers, but the difference in rates between the Fishers service area and HSE service area is \$8.79 or approximately 26%.

(B) *User charges- District 1 (formerly Fishers) service area.* Users in the District 1 service area shall pay a monthly user charge based on an equivalent user charge factor of one equivalent dwelling unit ("EDU"). The monthly equivalent user charge for a single-family residential user is hereby fixed and established at \$34.00. The units listed below will pay a monthly user charge based on the multiplication of the decimal times \$34.00 unless, at the City Controller's

discretion, the bill has been prorated due to the sale of the property. The prorated amounts from the seller and buyer will not pay a sum that totals less than \$34.00. The equivalent user charge of \$34.00 may, from time to time, be updated and changed by the city as an amendment of this section. Users in the District 1 service area shall pay the following rates and charges for sewer service:

(1) Schedule I - general service rates.

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$34.00
Two family residence (duplex)	\$68.00
Townhomes	\$34.00
Multi-Family and Apartments (per unit) (.7)	\$23.80

(b) *Metered rates for one month consumption periods - all non- residential users.*

All non-residential customers in District 1 of the city's sewage treatment utility who are also serviced by Citizens Water, shall pay a monthly sewer user charge equal to \$3.78 for each 1,000 gallons of water as metered by Citizens Water. This sewer user charge shall be in lieu of the standard residential rates which are applicable to residential customers in District 1. This non-residential, metered rate is equivalent to the current standard rate of \$34.00 per equivalent dwelling unit, which is also the minimum monthly rate per user.

(c) *Non-metered rates for one month consumption periods - all other non- residential users.*

This section applies to non-residential users who are not billed based on water meter readings. Beginning March 1, 2025, all new non-residential customers will be billed under this subsection, with a minimum of 2 EDUs for each non-residential customer. New non-residential customers include those non-residential customers that have a change in ownership, tenant, use, or remodel.

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	\$68.00 minimum
Non-residential, non-metered customers in District 1 will have a monthly rate equal to \$34.00 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(B), Schedule III. The minimum monthly rate for non-residential, non-metered users will be no lower than two (2) equivalent dwelling units.	

(2) *Schedule II - tariff.*

(a) *Contributions and charges.* When the city's sewage facilities are capable of servicing an area of property within its jurisdiction, and such area or property has not been previously connected, contributions and charges on behalf of the unconnected property shall be required as follows:

1. *Application fee.* A charge of \$100 per EDU, based upon the use proposed for the property, shall be charged as an application fee and shall be due at the time the application is made for sanitary sewerage service to the applicant. The application fee shall be used to reimburse the costs incurred by the city for personnel, equipment and consultants necessary to effect an appropriate review of the application. The application shall be in a form approved by the city's Board of Public Works and Safety.

2. *Availability charge.* A charge of \$2,400 per EDU, based upon the use proposed for said property. The equivalent number of dwelling units in the case of users or units other than single family residences shall be determined as provided in § 51.70(B), Schedule III. The number of equivalent units for situations not covered by the table will be determined by the Board of Public Works and Safety.. Notwithstanding any other provisions contained herein to the contrary, the city may contract with the owner or developer for an additional availability charge for treatment plant capacity, to be collected in advance by the city for purposes of expanding the capacity of the sewage treatment plant to meet such owner's or developer's needs. The availability charges, where applicable, shall be paid in cash upon application for a building permit.

3. *Connection charge.* A charge of \$250 per EDU is hereby imposed. It is the intention of this chapter that the connection charges are to be paid by the individual builder, lot owner or customer and that these charges are in addition to the described contributions and charges. These charges are for the cost incurred as set out in the definitions. The connection charge shall be paid at the time the building permit is obtained. The number of equivalent dwelling units shall be determined as provided in § 51.70(B), Schedule III.

4. *Fats, oils and grease ("FOG") charge.*

Customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG in the amount of \$30 per month. The FOG charge supports the additional costs of administering, monitoring and treating the excessive waste associated with FOG.

If violations of City's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.

(3) *Schedule III - EDU equivalency chart.*

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0

04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2
13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers Board of Public Works & Safety (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers Board of Public Works & Safety		

(C) *User charges- District 2 (Formerly HSE) service area.* Users in the District 2 service area shall pay the following rates and charges for sewer service.

(1) *Schedule I - general service rates.*

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$42.79
Two family residence (duplex)	\$85.58
Townhomes	\$42.79
Multi-Family and Apartments (per unit) (.7)	\$29.95

(b) *Non-metered rates for one month consumption periods - all non- residential users.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	\$85.58 <i>minimum</i>
Non-residential, non-metered customers in District 2 will have a monthly rate equal to \$42.79 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(C), Schedule III. The minimum monthly rate for non-residential users will be no lower than two (2) equivalent dwelling units.	

(c) *Wholesale Private Utility Customers.*

Wholesale private utility customers shall be charged at the rate stipulated in the latest wholesale service agreement. As of March 1, 2025, this rate is \$3.20 per 1,000 gallons of wastewater discharged into the City's wastewater facilities.

(d) *Sewer tracker.* The sewer tracker, occasioned solely by changes in the cost of sewage disposal service, is \$4.75 per EDU per month for District 2. The tracker is applicable to the rates and charges in § 51.70(C), Schedule I, and is **included in** the base rates and charges **as shown** in that division.

(2) *Schedule II - tariff.*

<i>TYPE OF FEE</i>	<i>FEE AMOUNT</i>
(a) Application fee.	
Fee per equivalent dwelling unit for the review of connection plans	\$100.00
(b) System development charge.	
Fee per equivalent dwelling unit for capital improvements to the utility's system	\$4,471.00

(c) Connection fee.	
Fee per equivalent dwelling unit connecting to the utility's system	\$305.00
(d) Re-connection fee.	
Fee per physical connection for re-connection following disconnection for failure to pay sewer bill	\$305.00
(e) Fats, oils and grease ("FOG") charge.	
Applicability: customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG. The FOG charge will support the additional costs of administering, monitoring and treating the excessive waste associated with FOG.	\$30.00 per month
Additional charge: if violations of city's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.	

(3) *Schedule III - EDU equivalency chart.* Ratio of sewer usage of single-family residence to other types of uses: a single-family residence is equivalent to 300 gallons per day.

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0
04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2

13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers		

(D) *Methods of payment; transaction and other fees.* Payments to the utility for any purpose may be made by the financial instruments authorized by the utility in accordance with I.C. 36-1-8-11. If there is a charge to the utility for the use of a financial instrument, the utility may collect a sum equal to the amount of the charge from the person who uses the financial instrument. If there is a vendor transaction charge or discount fee, whether billed to the utility or charged directly to utility's account, the utility may collect from the person using the card an official fee that may not exceed the transaction charge or discount fee charged to the utility by bank or credit card vendors in accordance with I.C. 36-1-8-11.

§ 51.71 (RESERVED).

§ 51.72 BILLING OF SERVICE CHARGES.

(A) *Billing period.* User charges for sewer service shall be prepared and billed each month by the city and shall be payable to the City Controller's office no later than the date reflected on the user's monthly bill.

(B) *Liability for payment.* The rates and charges for all owner-occupied single family homes, townhome, duplex and quadplex properties shall be billed to the owner of the property.

For properties that are not single family homes, townhomes, duplexes or quadplexes, the rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with the Indiana Code. The owners of properties which are occupied by a tenant or tenants shall have the right to examine the collection records of the city for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) *First billings.* The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Controller has been notified to initiate the billing process. The fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) *City subject to charges.* For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) *Late fees.* All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works and Safety.

(F) *Deposits to ensure payment of sewer funds; refunds; forfeitures.*

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works and Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works and Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within 60 days after the termination of the depositor's use or ownership of the property served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

§ 51.73 FEE FOR PREPARING AND FILING LIENS.

There is hereby established a new fee in the amount of \$60 for the preparation and filing of liens for unpaid sewage bills. Such fee is based upon the following:

(A) The time expended by the involved departments of the city in order that the lien to be filed is accurate and than any and all notices have been properly served on the delinquent sewer customer which equates to \$10 per incident;

(B) The cost of filing with the county which is \$50 in total for filing and releases. Such fee shall be added to any delinquency and become a part of the lien upon its filing.

EXEMPTIONS FROM SEWER BILLING

§ 51.80 WATER LINES USED STRICTLY FOR IRRIGATION PURPOSES EXEMPT FROM SEWER BILLING.

(A) Application for exemption. Any commercial customer of the City Sewage Treatment Facilities who has a metered water line used exclusively for irrigation purposes may apply to the City Controller on an application form approved by the Controller, for an exemption from any sewer billing associated with the use of such line. Upon the presentation of such application by such commercial customer, and following review by the Controller, the Controller may issue such exemption in writing to the applicant. Any exemption so issued shall be reviewed on an annual basis.

(B) Termination of exemption. In the event that a commercial customer granted an exemption discontinues the use of a metered water line for irrigation purposes only, it shall be the responsibility of such commercial customer to notify the Controller immediately, whereupon the exemption granted by the Controller shall be terminated in writing to the commercial customer.

(C) Commencement of exemption. No exemption from the existing policies and procedures of the city regarding the calculation of sewage bills shall commence until the exemption letter is issued by the Controller. It is the intent of this subchapter that any exemptions granted shall act prospectively and not retroactively.

PENALTIES

§51.99 PENALTY FOR VIOLATION

(A) Any person who violates or fails to comply with any provision of this Chapter 51 or of the rules and regulations of the Board of Public Works & Safety or administrative orders pertaining thereto, shall be subject to a fine of up to \$2,500 per day for the first violation and up to \$7,500 per day for the second and subsequent violations. Each day that such violation(s) or noncompliance continues shall constitute a separate offense.

(B) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(D) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(E) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a use.

ORDINANCE NO. 011325

**AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL AMENDING
CHAPTER 51 OF THE FISHERS CODE OF ORDINANCES (SEWER USE)**

WHEREAS, pursuant to Ind. Code §§ 36-9-23-1 et seq., the City of Fishers (“City”) owns, operates and maintains a sewage collection and treatment system (the “sewage works system”);

WHEREAS, the City has adopted Chapter 51 to its Code of Ordinances which sets forth certain regulations for customer use of the sewage works system;

WHEREAS, the City now desires to amend certain sections contained in Chapter 51 to be consistent with current laws and current practices; and

WHEREAS, on October 7, 2024, as Ordinance No. 090924D, the City of Fishers Common Council adopted amended rates and charges for the sewage works system customers and this ordinance does **not** change those adopted rates and charges.

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

- Section 1.** Chapter 51 of the Fishers Code of Ordinances shall be amended as set forth in Exhibit A, with additions in blue and deletions in ~~red-strikethrough~~ as is attached hereto and incorporated herein.
- Section 2.** All other ordinances or provisions thereof not specifically changed in Exhibit A shall remain in full force and effect.
- Section 3.** If any portion of this Ordinance is for any reason declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of the same can be given the same effect.
- Section 4.** This Ordinance is and shall be effective as of the date of passage and upon notice provided pursuant to Indiana law.

ALL OF WHICH IS SO ORDAINED BY THE COMMON COUNCIL OF FISHERS,
INDIANA THIS 24th DAY OF FEBRUARY 2025.

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

011325

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February 2025 at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

February 24, 2025
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, Corporation Counsel, 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



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CHAPTER 51 OF THE FISHERS CODE OF ORDINANCES (SEWER USE)**

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- Section 4.** This Ordinance is and shall be effective as of the date of passage and upon notice provided pursuant to Indiana law.

ALL OF WHICH IS SO ORDAINED BY THE COMMON COUNCIL OF FISHERS,
INDIANA THIS 24th DAY OF FEBRUARY 2025.

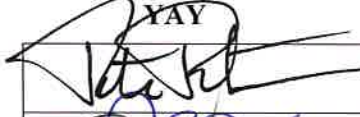
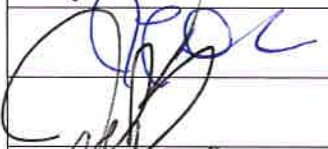
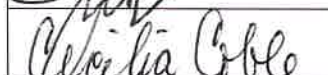
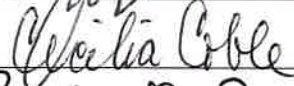
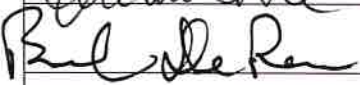
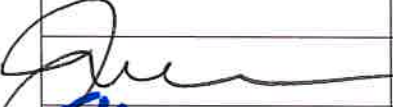
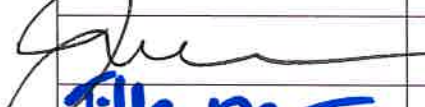
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

011325

YAY

NAY

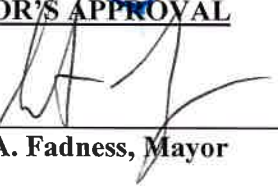
ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February 2025 at 8:09 p.m.

ATTEST:
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

February 24, 2025
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, Corporation Counsel, 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



EXHIBIT A
Ordinance No. 011325

General Provisions

- 51.01 Definitions
- 51.02 Depositing objectionable waste prohibited
- 51.03 Discharge of wastewater or other polluted waters to natural outlets
- 51.04 Privies, septic tanks and other facilities
- 51.05 Owner's responsibility to install suitable toilet facilities
- 51.06 Destroying or tampering with wastewater structures or equipment
- 51.07 Right of entry for purpose of inspection; confidential information; indemnification
- 51.08 Establishing and regulating waste disposal system in certain areas located within four miles of corporate boundaries

Private Wastewater Disposal System

- 51.15 Connecting building sewer to private wastewater disposal system
- 51.16 Written permit to be obtained
- 51.17 Compliance with State Department of Environmental Management

Building Sewer and Connections

- 51.25 Connecting building sewer to public sewer
- 51.26 Use of old building sewers with new buildings
- 51.27 Size, slope and alignment; conformance to other applicable rules and regulations
- 51.28 Gravity flow to public sewer; lifted by approved means
- 51.29 Sources of surface runoff or groundwater to public sanitary sewer prohibited
- 51.30 Excavations
- 51.31 Inspection of connection to public sewer

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- 51.40 Discharge of stormwater and other unpolluted drainage
- 51.40.5 Prior Approval of Certain Wastes
- 51.41 Prohibited discharges to public sewers
- 51.42 Discharge of certain wastes restricted
- 51.43 Pretreatment, equalization of waste flows

- 51.44 Grease, oil and sand interceptors
- 51.45 Pretreatment or flow-equalizing facilities
- 51.46 Installation of suitable sampling and measurement appurtenances
- 51.47 Measurements, tests and analyses
- 51.48 User of sewer services to provide information
- 51.49 Industrial wastes; special agreement
- 51.50 Fats, oils and grease management program
- 51.51 Enforcement

Contribution Requirements for Developers and New Users of Sewage Facilities

- 51.55 Definitions
- 51.56 Expansion and connection policy
- 51.57 (Reserved)
- 51.58 (Reserved)
- 51.59 Prior agreements of city
- 51.60 Protection of bond holders of sewage works
- 51.61 Amendments

Terminating Water Service to Delinquent Sewer Users

- 51.65 Termination of service procedures
- 51.66 Termination of service not exclusive remedy
- 51.67 Procedure

Rates and Charges

- 51.70 Schedule of user charges
- 51.71 (Reserved)
- 51.72 Billing of service charges
- 51.73 Fee for preparing and filing liens

Exemptions From Sewer Billing

- 51.80 Water lines used strictly for irrigation purposes exempt from sewer billing

Penalties

- 51.99 Penalties for Violation

GENERAL PROVISIONS

§ 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, *et seq.*

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C, expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal, also called house connection.

COMBINED SEWER. A sewer intended to receive both wastewater and storm or surface water.

EASEMENT. An acquired legal right for the specific use of land owned by others.

FLOATABLE OIL. Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

INDIRECT DISCHARGE The introduction of pollutants into the POTW (including the collection system leading to the water pollution control plant) from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

INDUSTRIAL WASTES. The wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

INTERFERENCE An indirect discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

MAY. Is permissible. (See definition of **SHALL** below).

NATURAL OUTLET. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

PASS THROUGH A discharge which exits the water pollution control plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the water pollution control plant's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen ion concentration of 10^{-7} .

PUBLICLY OWNED TREATMENT WORKS (POTW). A sewage treatment works as defined by the Act, owned by the City of Fishers. This definition includes any devices and systems used in the collection, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to the City of Fishers' water pollution control plant. The term also means the municipality which has jurisdiction over the Indirect Discharges to and the discharges from such a POTW.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½ inch (1.27 centimeters) in any dimension.

PUBLIC SEWER. A common sewer controlled by a governmental agency or public utility.

SANITARY SEWER. A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

SEWAGE. The spent water of a community. The preferred term is **WASTEWATER**.

SEWER. A pipe or conduit that carries wastewater or drainage water.

SHALL. Is mandatory. (See definition of **MAY** above).

SLUG. Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STORM DRAIN or STORM SEWER. A drain or sewer for conveying water, groundwater, sub-surface water or unpolluted water from any source.

SUPERINTENDENT. The superintendent of wastewater facilities, and/or of wastewater treatment works, and/or of water pollution control of the city, or its authorized deputy, agent or representative.

SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in “Standard Methods for the Examination of Water and Wastewater” and referred to as nonfilterable residue.

UNPOLLUTED WATER. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

USER Any domestic or non-domestic discharger of wastewater which introduces pollutants to the City’s POTW.

WASTEWATER. The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water and stormwater that may be present.

WASTEWATER FACILITIES. The structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

WASTEWATER TREATMENT WORKS. An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment plants or wastewater treatment plant or water pollution control plant.

WATERCOURSE. A natural or artificial channel for the passage of water either continuously or intermittently.

§ 51.02 DEPOSITING OBJECTIONABLE WASTE PROHIBITED.

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or objectionable waste.

§ 51.03 DISCHARGE OF WASTEWATER OR OTHER POLLUTED WATERS TO NATURAL OUTLETS.

It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of said city, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

§ 51.04 PRIVIES, SEPTIC TANKS AND OTHER FACILITIES.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

§ 51.05 OWNER'S RESPONSIBILITY TO INSTALL SUITABLE TOILET FACILITIES.

The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-

way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 90 days after the date of the official notice to do so, provided that said public sewer is within 100 feet (30.5 meters) of the property line.

§ 51.06 DESTROYING OR TAMPERING WITH WASTEWATER STRUCTURES OR EQUIPMENT.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this section shall be subject to immediate arrest under charge of disorderly conduct.

§ 51.07 RIGHT OF ENTRY FOR PURPOSE OF INSPECTION; CONFIDENTIAL INFORMATION; INDEMNIFICATION.

(A) The Superintendent and other duly authorized employees of the city, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this chapter.

(B) The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

(C) While performing the necessary work on private properties referred to in division (A) above, the Superintendent or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against a loss or damage to its property by the city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 51.41.

(D) The Superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

§ 51.08 ESTABLISHING AND REGULATING WASTE DISPOSAL SYSTEM IN CERTAIN AREAS LOCATED WITHIN FOUR MILES OF CORPORATE BOUNDARIES.

(A) No sewer utility shall commence collection, processing or disposition of waste substances and domestic or sanitary sewage (hereinafter referred to as “Sewer Service”) within the corporate boundaries of the city or within an area which is within four miles of the corporate boundaries of the city in the area identified as the Fishers Sewer Planning Area, unless such sewer utility shall first obtain a permit, contract, license or franchise (hereinafter referred to as “permit”) from the city, authorizing the sewer service, and a finding by the City Council that the public convenience and necessity require sewer service by the sewer utility, and defining specifically the area to be covered by the permit, such finding to be made after a public hearing has been held before said City Council pursuant to not less than ten days published notice in accordance with the provisions of IC 5-3-1.

(B) At the public hearing pursuant to division (A), an applicant for a permit to provide sewer service pursuant to the terms of this chapter shall demonstrate to the City Council by the presentation of competent evidence that it has met the following criteria:

- (1) That it has the financial ability to install, commence and maintain said proposed service;
- (2) That the plans and specifications for the sewer interceptor system to be constructed and installed shall have received the written approval of the city's Consulting Engineer and the Indiana Department of Environmental Management prior to the commencement of construction;
- (3) That a contract will have been executed by the applicant and submitted to the city for its consideration and acceptance that will obligate the applicant upon the issuance of the permit to pay to the city the city's rates and charges as by ordinance provided for the transmission of sanitary sewage to the city for treatment at the city's treatment facility;
- (4) That the applicant shall establish that it has the lawful power and authority to apply for said permit and to operate said proposed service. The permit shall state that before commencing operations and serving customers, the sewer utility shall file its rates and charges with the Indiana Utility Regulatory Commission for approval by the Commission. The city also recognizes that the applicant may derive its authority to apply for such permit from other express statutory authority, such as a municipal utility, a conservancy district or a regional waste district;
- (5) The permit shall state that before commencing construction or operations and serving customers, the sewer utility shall apply for and receive all of the necessary federal and/or state and/or county regulatory permits and licenses necessary to operate the sewer service in the area identified as the Fishers Sewer Planning Area. It is the intention of the city to recognize the jurisdiction of the Indiana Utility Regulatory Commission to fix the price to be charged for the service to be rendered by the applicant notwithstanding the provisions of IC 36-9-2-16 in the case of a regulated utility. In the event that a municipal utility, conservancy district, or regional waste district obtains the necessary federal and state licenses and permits, it is the intention of the city to recognize the jurisdiction of the permitting agency, and to consider such entity to have standing to apply for a permit from the city.

(C) After the city issues a sewer service permit pursuant to the provisions of this chapter, no other sewer utility shall commence sewer service in the permitted area without itself first obtaining a permit to do so from the city in accordance with the criteria set out above. In addition, the city may issue additional permits within the same permitted area only if the following additional criteria are satisfied:

(1) The sewer utility with an existing permit is not furnishing reasonably adequate sewer service and is not willing or capable of furnishing sewer service in the area for which an additional permit is sought;

(2) A period of at least 24 months has expired from the date of issuance of the existing permit;

(3) Issuance of the additional permit will not impair the ability of the existing sewer utility to continue to furnish existing sewer service within the permitted area;

(4) Public convenience and necessity as determined by the city require the issuance of an additional permit; and

(5) The sewer utility applying for an additional permit obtains approval from the Indiana Utility Regulatory Commission pursuant to the Public Service Commission Act, IC 8-1-2-1 and following, or otherwise meets the statutory requirements for lawful operation including a discharge permit from the Indiana Department of Environmental Management.

(D) The city reserves the right to revoke any sewer service permit which it may grant, in whole or in part, for any of the following grounds as determined by the City Council acting in its legislative capacity at any regular meeting of said City Council:

(1) Failure of the sewer utility holding such sewer service permit to furnish reasonably adequate sewer service within the area defined in the permit;

(2) Failure of the sewer utility holding the sewer service permit to comply with any term, condition or limitation of such permit;

(3) Any act undertaken by the Indiana Department of Environmental Management or the Indiana Utility Regulatory Commission which in any way limits or restricts the ability of the sewer utility to act upon the authority of said state bodies.

(E) In the absence of a clear and convincing health related reason, the City Council resolves that no cross county sewer service should be permitted that would allow for the sanitary sewage treatment of areas located within Fall Creek Township of Hamilton County by any provider of sanitary sewage treatment services other than the City of Fishers.

_(F) All ordinances or parts of ordinances currently in effect within the city, which are in conflict, directly or indirectly, with the provisions of this chapter are hereby repealed.

PRIVATE WASTEWATER DISPOSAL SYSTEM

§ 51.15 CONNECTING BUILDING SEWER TO PRIVATE WASTEWATER DISPOSAL SYSTEM.

Where a public sanitary or combined sewer is not available under the provisions of § 51.05, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this chapter.

§ 51.16 WRITTEN PERMIT TO BE OBTAINED.

Before commencement of construction of a private wastewater disposal system the owner(s) shall first obtain a written permit from the Hamilton County Health Department.

§ 51.17 COMPLIANCE WITH STATE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Environmental Management of the state.

BUILDING SEWER AND CONNECTIONS

§ 51.25 CONNECTING BUILDING SEWER TO PUBLIC SEWER.

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF “Manual of Practice No. 9.” All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

§ 51.26 USE OF OLD BUILDING SEWERS WITH NEW BUILDINGS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent to meet all requirements of this chapter.

§ 51.27 SIZE, SLOPE AND ALIGNMENT; CONFORMANCE TO OTHER APPLICABLE RULES AND REGULATIONS.

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

§ 51.28 GRAVITY FLOW TO PUBLIC SEWER; LIFTED BY APPROVED MEANS.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

§ 51.29 SOURCES OF SURFACE RUNOFF OR GROUNDWATER TO PUBLIC SANITARY SEWER PROHIBITED.

No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

§ 51.30 EXCAVATIONS.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

§ 51.31 INSPECTION OF CONNECTION TO PUBLIC SEWER.

The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his representative.

USE OF PUBLIC SEWERS

§ 51.40 DISCHARGE OF STORMWATER AND OTHER UNPOLLUTED DRAINAGE.

(A) No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer; except stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

_(B) Stormwater other than that exempted under division (A) above, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

§ 51.40.5 PRIOR APPROVAL FOR CERTAIN WASTES.

The Superintendent shall have the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by users or indirect dischargers where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its NPDES permit.

§ 51.41 PROHIBITED DISCHARGES TO PUBLIC SEWERS.

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of and indirect discharges to the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Except as hereinbefore provided, no user or indirect discharger shall discharge or cause or permit to be discharged into the public sewer any of the following described substances, wastes or waters:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas; including waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) using test methods in 40 CFR 261.21

(B) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant;

(C) Any waters or wastes having a pH lower than 5.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, et seq., either whole or ground by garbage grinders.

(E) A pollutant from any source of nondomestic wastewaters that could pass through or cause interference with the operation or performance of the POTW.

F) A pollutant, including an oxygen demanding pollutant (such as biochemical oxygen demand) released in a discharge at a flow rate or pollutant concentration that could cause interference in the POTW.

§ 51.42 DISCHARGE OF CERTAIN WASTES RESTRICTED.

The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Superintendent will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials or construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

(A) Wastewater having a temperature higher than 104° F. (40° C.);

(B) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin;

(C) Wastewater from industrial plants containing floatable oils, fat or grease;

(D) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

(E) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Superintendent for such materials;

(F) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(G) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(H) Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.

(I) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(J) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(K) A trucked or hauled pollutant, except with the permission of the POTW; and when introduced to the POTW at a discharge point designated by the POTW.

§ 51.43 PRETREATMENT, EQUALIZATION OF WASTE FLOWS.

(A) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in § 51.42, and which in the judgment of the Superintendent may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may do the following:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers;

(3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § 51.47.

(B) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

§ 51.44 GREASE, OIL AND SAND INTERCEPTORS.

Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in § 51.42(C), or any flammable wastes, sand or other harmful ingredients: except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates

and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner(s) personnel must be performed by currently licensed waste disposal firms.

§ 51.45 PRETREATMENT OR FLOW-EQUALIZING FACILITIES.

Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

§ 51.46 INSTALLATION OF SUITABLE SAMPLING AND MEASUREMENT APPURTENANCES.

When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation sampling and measurement of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

§ 51.47 MEASUREMENTS, TESTS AND ANALYSES.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

§ 51.48 USER OF SEWER SERVICES TO PROVIDE INFORMATION.

The Superintendent may require a user of sewer services to provide information needed to determine compliance with this chapter. These requirements may include:

- (A) Wastewater discharge peak rate and volume over a specified time period;
- (B) Chemical analyses of wastewater;
- (C) Information on raw materials, processes and products affecting wastewater volume and quality;
- (D) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (E) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (F) Details of wastewater pretreatment facilities;
- (G) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

§ 51.49 INDUSTRIAL WASTES; SPECIAL AGREEMENT.

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment.

§ 51.50 FATS, OILS AND GREASE MANAGEMENT PROGRAM.

This Fats, Oils and Grease ("FOG") Policy (hereinafter referred to as "Policy") addresses the policies and procedures applicable to food service facilities for management of fats, oils and grease discharge to the city's wastewater conveyance and treatment facilities.

(A) Purpose.

(1) Fats, oils and grease (FOG) are restricted wastes per § 51.42(C) of this code due to their potential to interfere with conveyance pipes and pumping facilities, and treatment processes, and are therefore limited in discharge. FOG pretreatment devices such as grease and oil interceptors, traps and separators are required to provide the necessary level of control per § 51.44 of this code. The purpose of this Policy is to provide standards for requiring the installation of FOG pretreatment devices, maintenance, data management, reporting and compliance.

(B) *Definitions.* For purposes of this section the following definitions shall apply unless the content clearly indicates or requires a different meaning.

BOD - BIOCHEMICAL OXYGEN DEMAND. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter, as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater".

FOG - FATS, OILS, AND GREASE. All fats, oils and grease, petroleum products and byproducts. Fats, oils and grease as found in food service facilities including, but not limited to, any substance such as vegetable or animal product that is used in, or is a by-product of, the cooking or food preparation process or the cleaning thereof, and that turns or may turn viscous or solidified with a change in temperature or other conditions. Petroleum, oils, and grease as found in auto or marine service facilities including, but not limited to, any substance such as petroleum oil, non-biodegradable cutting oil or products of mineral oil origin that is used in, or is a by-product of an automotive/marine process. These substances are detectable and measurable using analytical test procedure established in 40 CFR 136, as amended.

FOG FACILITY. Any non-residential sewer user or combination of sewer users utilizing the same pretreatment device which uses or generates FOG.

FOG MANAGEMENT PROGRAM. The program that is supported by this Policy, as amended.

FOG PRETREATMENT DEVICE. Includes oil-water separators, grease traps and grease interceptors.

GREASE INTERCEPTOR. An outdoor, watertight receptacle utilized to intercept, collect, and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. An interceptor shall have a capacity of at least 1,000 gallons to serve one or more fixtures and shall be located outside the building.

GREASE TRAP. An indoor, watertight receptacle utilized to intercept, collect and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility.

MODIFICATION REQUEST FORM. A form provided by the utility for the user to complete in order to be considered for a modified cleaning schedule or exemption releasing the user from the need to install a grease trap/interceptor. A copy of the Modification Request Form is attached to Resolution R072715A and incorporated by reference as if fully set forth herein.

NOTICE OF VIOLATION. A written document describing any violation to this Policy for the information of the user in non-compliance.

OIL-WATER SEPARATOR. A device which utilizes the difference in density between oil, petroleum products or chemical products, and water for removal.

SEWER USER. Any person or facility who introduces or discharges any substance into the sanitary sewer system of the utility, which may pertain to both the owner and the occupant of real estate from which the substance is introduced or discharged.

TSS - TOTAL SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquid, and that is removable by filtering as prescribed in the latest version of the "Standard Methods for the Examination of Water and Wastewater".

UTILITY. The wastewater conveyance and treatment utility owned and operated by the City of Fishers.

UTILITY BOARD. The City of Fishers Board of Public Works and Safety or its designee.

(C) Requirements for fats, oils and grease interceptors, traps and oil-water separators.

(1) All FOG facilities are required to have a FOG pretreatment device properly installed that is acceptable to the utility and in accordance with this Policy.

(2) All FOG pretreatment devices shall operate in compliance with the utility's discharge limits.

(3) All FOG pretreatment device installation and maintenance shall be at the sewer user's expense.

(4) The sizing and plumbing configuration required to prevent the introduction of FOG into the utility's system is the responsibility of the FOG facility design professional. The utility does not assume any responsibility in the sizing of the FOG pretreatment device.

(5) Facilities which will be expanded or renovated to include a FOG facility, where such FOG facility did not previously exist, shall be required to install and maintain a grease interceptor, grease trap or oil-water separator which is acceptable to the utility.

(6) Existing FOG facilities shall be permitted to operate and maintain an existing FOG pretreatment device provided these are in proper operating condition as set forth within this Policy.

(7) Newly-constructed facilities that will/or could include FOG facilities are required to install and maintain a grease interceptor or oil-water separator in accordance with this Policy.

(8) A new multi-use facility is required to have connections to a FOG pretreatment device acceptable to the utility.

(9) If the facility does not have plumbing collections to a FOG pretreatment device that functions to bring the sewer user in compliance with the requirements of the utility, the utility shall require the facility to modify their current plumbing to prevent the introduction of FOG into the sewer as prohibited by this Policy.

(10) All FOG pretreatment devices shall have adequate retention time at actual peak flow between the influent and effluent baffles to allow for any solids to settle or accumulate and floatable grease-derived materials to rise and accumulate and prevent discharge limit violations,

(11) All grease traps shall include flow regulators.

(12) All grease interceptors shall include a tee outlet with a maximum height of 18 inches above the interceptor's base.

(13) No accumulation of floatable FOG and/or settled solids shall exceed 25% of the total volume of the grease trap or grease interceptor.

(14) No settled oils in the oil-water separator should be left to accumulate in excess of 20% of the wetted height of the oil-water separator, and no floating oil and grease in the oil-water separator should be left to accumulate in excess of 5% of the wetted height of the oil-water separator.

(15) All FOG pretreatment devices must be located so that maintenance and inspections can be easily performed as established by the utility.

(16) The use of automatic removal systems is permissible only upon written approval from the utility.

(17) A grease interceptor and oil-water separator may be used by more than one facility if the capacity of the device is such that all the limits are met as established through this Policy.

(18) Grease traps may not be shared by multiple facilities.

(19) If a grease interceptor cannot be installed readily or economically in a FOG facility, the utility may approve a grease trap to be installed in the facility, at the owner's expense, on a trial basis. If the grease trap does not allow the discharge to meet FOG discharge limits, the facility will be required to install a grease interceptor in compliance with this Policy.

(D) Grease interceptor, grease trap and oil-water separator maintenance.

(1) The grease interceptor, grease trap or oil-water separator shall be maintained at the sewer user's expense.

(2) The sewer user shall maintain the grease interceptor, grease trap or oil-water separator in order to not allow wastewater discharge concentration from their pretreatment device to exceed any of the utility's discharge requirements.

(3) All grease interceptors and oil-water separators shall be serviced and emptied as frequently as needed in order to maintain an acceptable waste limit, but not less than every three months.

(4) All grease traps shall be serviced and emptied of accumulated waste content as frequently as needed in order to maintain an acceptable waste discharge limit, but no less than twice per week.

(5) Grease interceptors, grease traps and oil-water separators shall be completely evacuated anytime the discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels establish by the utility.

(6) All waste (floating FOG and settled solids) shall be removed from the FOG pretreatment device, hauled away and disposed of per state standards.

(7) No waste/water shall be returned to a pretreatment device once pumped.

(8) The maintenance of a grease interceptor used by more than one facility shall be the responsibility of the owner of the grease interceptor.

(9) The utility may extend the 90-day grease interceptor pump-out frequency, and/or the twice per week grease trap cleaning frequency if the sewer user petitions the utility for such modifications and provides a complete Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(10) The utility may shorten the pump-out or cleaning frequency when, in the opinion of the utility, such frequency is insufficient to ensure the utility's discharge levels.

(11) Following the mandated cleaning schedule does not guarantee compliance with the discharge limits or device capacity limits. It is the responsibility of the FOG facility to maintain an acceptable FOG level mandated by this Policy.

(12) If the FOG facility's grease trap is cleaned by their staff, the staff shall dispose of the grease in a manner that does not reintroduce grease/waste back in the utility's sanitary sewer system.

(13) If the utility determines the garbage disposal is a factor in the restricted discharge of FOG, then the garbage disposal shall be connected to the grease trap, or grease interceptor, or removed from the facility.

(14) No person shall introduce, or cause, permit, or suffer the introduction of any surfactant, solvent or emulsifier into a grease interceptor. Surfactants, solvents and emulsifiers are materials which allow the grease to pass from the grease interceptor into the collection system, and include, but are not limited to enzymes, soap, diesel, kerosene, turpentine and other solvents.

(E) FOG facility reporting requirements.

(1) All businesses and industry shall provide, on demand, to the utility, sufficient information to determine if it is a FOG facility.

(2) The owner, or owner's representative, of the FOG facility shall notify the utility, in writing, of changes regarding the facility's occupant, building usage, and/or new construction within 30 days of the date the change takes place.

(3) All FOG facilities must maintain written FOG pretreatment device maintenance records for three years on a continuously rolling calendar basis. All such records shall be available for inspection by utility staff at any/all time. These records shall include: facility name and location, date and time of cleaning service, name of grease hauling company, name and signature of grease-hauling company agent performing said service, established service frequency and type of service (full pump, partial pump out, onsite treatment), number and size of each pretreatment device serviced, approximate amount of grease and solids removed from each pretreatment device, total volume of waste removed from each pretreatment device, destination of removed waste, signature and date of FOG facility personnel confirming service completion. A copy of the Program Maintenance Log is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(4) FOG facilities shall report, in writing, their FOG pretreatment device maintenance records to the utility quarterly. A copy of the Food Service Facility Quarterly Report is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(5) A facility shall report to the utility, by phone, any accidental discharge immediately. A written report must be provided by the facility within 24 hours of the event.

(F) FOG facility inspection.

(1) All FOG pretreatment devices may be inspected by the utility as necessary to assure compliance with this Policy.

(2) Each FOG facility shall allow any utility official or agent of the utility bearing proper identification access to all parts of the premises for the purpose of inspection, observation, record examination, measurement, sampling and testing in this Policy.

(3) The refusal of any FOG facility to allow the utility's official entry to, or upon, the facility's premise for purposes of inspection, sampling effluents, inspecting and copying records, or performing other such duties shall constitute a violation of this Policy.

(4) The utility's office shall inspect FOG facilities during both scheduled and unscheduled visits.

(G) FOG facility management.

(1) It is the facility owner's responsibility to make sure that all employees and/or tenants are informed about the city's FOG program and best management practices are mandated to help with compliance.

(2) If management changes within the FOG facility, it is the facility owner's responsibility to train the new management on the reporting requirements to ensure compliance.

(3) Any FOG facility with a change in ownership will be recognized as a new FOG facility and shall comply with the utility's discharge limits and in accordance with this Policy.

(4) If the FOG facility changes names but keeps the same owner, the facility owner is responsible to inform the utility of the change within 30 days. Failure to notify the utility may result in penalty fees.

(5) If the FOG facility is sold or leased/rented, the facility owner (both new and old in the event of a sale) is responsible to inform the utility of the change prior to the effective date of the change. Failure to notify the utility may result in penalty fees.

(6) If the FOG facility's type of business changes, it is the facility owner's responsibility to notify the utility within 30 days of the type of change that is being made in the business.

(H) *FOG facility enforcement and non-compliance fees.*

(1) A notice of violation (NOV) shall be issued to the sewer user for one or more of the following reasons:

(a) Failure to properly maintain the grease interceptor, grease trap or oil-water separator in accordance with the provisions of this Policy.

(b) Failure to maintain the required records of cleaning/pumping activities.

(C) Failure to provide logs, files, records or access for inspection of monitoring activities.

(2) The NOV will include the description of the violation, number of days to correct the deficiencies and/or violations, and the applicable fee for the violation. Any fee assessed under this Policy will be in accordance with the applicable fee schedule adopted by the City Council.

(3) All sampling and monitoring after a violation of this Policy shall be at the violating FOG facility's expense.

(4) All non-compliance issues are to remain on record for an 18-month rolling calendar for the purpose of determining the level for the NOV. Therefore, all violation will be in effect for 18 months starting the day of the initial violation. On the day after the 18th month, the violation will be removed if all outstanding violation fees have been paid in full.

(5) If a FOG facility wishes to dispute a violation and/or fee, it must be done in writing to the Utility Board via letter, email or fax with 30 days of the notice of violation or notice of fee, whichever is later. All disputes shall be review by the Utility Board,

(6) If a sewer user has reason to believe that a specific limit or requirement of the Policy does not, or should not apply to their FOG facility, the sewer user must submit a Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated herein by reference as if set forth in full herein, along with information supporting the modification request, to the utility to be reviewed/considered by the utility, and the FOG facility will be informed of their decision in writing within one week of their decision. Documentation on the request and its approval/disapproval will become a part of the facility's account file.

§51.51 ENFORCEMENT.

(A) The remedies provided for in this section are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be conducted in accordance with the City's enforcement response plan

as adopted by the Board of Public Works & Safety. However, the City may take other action against any user when the circumstances warrant. Further the City is empowered to take more than one enforcement action against any noncompliant user.

(B) The Superintendent may, after notice to the discharger, immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons, the environment, and/or which threatens to interfere with the operation of the POTW.

(C) The Superintendent may issue an order to correct or abate a violation of this chapter. If the violation has not been corrected pursuant to the requirements set forth in the order, the Superintendent, or his duly authorized representative, shall have the authority to enter upon the user's premises and are authorized to take any and all measures necessary to abate the violation, including physically severing the sewer connection, and/or terminating water service to the facility. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Superintendent or his designee or a designated contractor to enter upon the premises for the purposes set forth above. Penalties shall include but are not necessarily limited to those found in this chapter.

(C) When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the Hamilton County Superior or Circuit Court, through the City Law Department for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

CONTRIBUTION REQUIREMENTS FOR DEVELOPERS AND NEW USERS OF SEWAGE FACILITIES

§ 51.55 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICATION FEE. A fee charged at the time application for sewage service is made, which is non- refundable and which represents the cost to the city of processing such application.

AVAILABILITY CHARGE. A payment which shall be required for the privilege of connecting a service line or lateral sewer from a residence, commercial user or tract of ground into the city's local sewers or interceptor as a capital contribution for the availability of service, present or future.

CONNECTION CHARGE. A payment required to cover the cost to inspect the connection of a service line to the local sewer. This payment shall be charged and paid at the time the

application for connection is made. This charge applies to the single family residence and all equivalent dwelling units, i.e., residential, commercial, industrial, et seq.

DEVELOPER. Any person, individual, corporation or entity engaged in developing a property, tract of ground or improving a lot or group of lots or structures thereon for the use of occupancy, owning or selling the property to be connected or served by the sewage facilities.

EQUIVALENT DWELLING UNIT (EDU). The single family residence situated upon a single lot, and also the sewage contribution from that residence, being 300 gallons per day.

EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged the resident based upon the then current schedule of rates and charges.

INTERCEPTOR SEWER. The sanitary sewer, usually located within the streets, alley or easements, which normally receives the sewage from the local sewers. This sewer usually conveys the sewage to the treatment plant or point of ultimate disposal.

LATERAL SEWER. The sanitary sewer, usually located within the street, alley or easements, which normally receives the sewage from the local sewers. Service lines are not excluded from connecting directly to this sewer.

LOCAL SEWER. The sanitary sewer, eight inches minimum, usually located within the street, alley or easements, which receives the sewage from the individual service lines.

OVERSIZING COSTS. The costs of oversizing sewers or the sewage treatment plant or other facilities in anticipation of the need to serve future customers. The cost of extending an existing sewer at a consistent size, depth, and slope through a property being developed shall not be considered an oversizing cost.

RATIO OF EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged a user or customer, of the sewage facility, divided by the Equivalent Dwelling Unit Revenue.

SERVICE AREA. That area to be served by the city sewage treatment plant and collection sewers. Such area will usually include the drainage area permitting the use of gravity sewers, and certain adjacent areas that may be readily pumped into such sewers.

SERVICE LATERAL. A branch, from the local or collecting sewer, between that sewer and the property line of the intended user. Usually installed by the developer or in certain cases the lot owner or user.

SERVICE LINE. The sewer line, six inches minimum, installed between the residence or structure for the purpose of conveying the sewage discharge to the service lateral on the local or collecting sewer. This line is installed by the individual owner or builder.

§ 51.56 EXPANSION AND CONNECTION POLICY.

(A) All local and lateral sewers to be connected directly or indirectly into the city's sewage facility or collection system shall, at the owner's or developer's expense, be designed, constructed and installed, by the owner or developer to the city's specifications. The new sewers shall, upon acceptance of the city, be dedicated to the city. These new sewers shall be located in such streets, alleys, rights-of-way, and easements as are approved by the city.

(B) The sewage treatment plant expansions shall be designed and built by the city. The expansions shall be funded by a combination of the above defined charges, plus the use of state and federal funds, if available.

(C) No sewer collection facilities shall be extended, nor shall any connections be made to the city's sewage treatment facility unless and until such area to which facilities will be extended is within the city limits, or has agreed to be annexed to the city or has agreed not to remonstrate against such annexation.

(D) Prior to the commencement of construction of any sewer, the Indiana Department of Environmental Management's approval shall be furnished to the city.

(E) Prior to the commencement of construction of any sewer or collection facility, the plans shall be approved in writing by the City Engineer.

§ 51.57 (RESERVED).

§ 51.58 (RESERVED).

§ 51.59 PRIOR AGREEMENTS OF CITY.

This subchapter shall in no way affect developers or owners or users of the city sewage facility who have heretofore entered into agreements with the city for the extension of city sewage facilities which are now in existence and have been dedicated to the city and constructed by the developer.

§ 51.60 PROTECTION OF BOND HOLDERS OF SEWAGE WORKS.

Nothing in this subchapter will be construed to place a lien on the revenues of Fishers Municipal Sewage Works receipts which lien would be superior to, equal to or take priority over the rights of holders or owners of sewage revenue bonds of the city now outstanding or to be issued in the future.

§ 51.61 AMENDMENTS.

This subchapter and the costs and charges set out herein may be amended from time to time by the City Council when conditions exist that indicate to the Council that charges herein are not equitable for the customers of the municipal sewage system or for the subdividers, developers or owners of property connections to such sewage system.

TERMINATING WATER SERVICE TO DELINQUENT SEWER USERS

§ 51.65 TERMINATION OF SERVICE PROCEDURES.

(A) The city, by and through its Controller or his or her designee, may order the termination of water service to a sewer service address for nonpayment of a delinquent account that is not less than 30 days delinquent. When so ordered the water utility shall terminate such service in accordance with the terms of their agreement with the city.

(B) The fee for terminating services shall be a minimum of \$45, which shall include charges assessed against the city by the water utility for effecting the termination. Fee for terminating commercial and industrial services shall be determined in an agreement between the city and the

water company. This fee shall be assessed against the customer and added to the sewer delinquent bill.

(C) The city may not terminate under this section if the Hamilton County Health Department has found and certified to the city that the termination of water service will endanger the health of the user and others in the municipality.

(D) (1) Prior to the termination of water service because of sewer user fee delinquency the city must first give notice of such delinquency and impending termination at least 30 calendar days prior to the proposed termination, by first-class mail addressed to the user to whom the service is billed, which notice shall contain the following:

(a) The delinquent amount due, together with any penalty and fees;

(b) The date of the notice of termination;

(c) The date on and after which termination shall be made, which shall be at least 30 calendar days from the date of the notice of termination;

(d) Notice that water service may be disconnected if, prior to the earliest possible date of termination given in the notice, the user does not pay the delinquency together with any penalty and fees, or disputes the amount, or makes other provisions for payment pursuant to this section;

(e) A procedure, as provided in division (D)(2) for resolving a disputed bill.

(2) The city shall appoint an account review officer (ARO) to review and resolve disputes. Before the earliest possible date of termination of water service as specified in the notice, a user may request a hearing before the ARO to dispute the correctness of all or part of the amount shown in accordance with the provisions of this section. A user shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute under this section.

(E) The procedure for a hearing on a user dispute shall be as follows:

(1) Before the earliest possible date of termination as specified on the notice of termination, the user shall notify the ARO in writing, that he/she requests a hearing to dispute the correctness of all or part of the amounts shown on the notice of termination, stating as completely as possible the basis for the dispute.

(2) An informal hearing before the ARO shall be held within 15 days of the ARO's receipt of the user's written request for a hearing on a disputed bill.

(3) At the hearing, the user shall be entitled to present all evidence that is, in the ARO's view, relevant and material to the dispute.

(4) Based on the evidence presented at the hearing, the ARO within ten days of the completion of the hearing, shall issue a written decision formally resolving the dispute. The ARO's decision shall be final and binding.

(F) The ARO shall be authorized to resolve any disputed sewage bill and shall be authorized to order the termination of water service under appropriate circumstances. Upon approval by the ARO, the user may enter into an agreement to amortize the unpaid balance of his/her account

over a reasonable period of time, not to exceed six months. No termination shall be effected for any user complying with any such amortization agreement, provided the user also keeps current his/her account for sewer service as charges accrue in each subsequent billing period. If a user fails to comply with an amortization agreement, the ARO may terminate water service provided notice is given to the user at least 48 hours prior to such termination and the notice includes conditions the user is required to meet to avoid termination.

(G) Utilization of this hearing procedure shall not relieve a user of the obligation to timely and completely pay all other undisputed water and sewage bills or charges. Failure to timely and completely pay all such undisputed amounts shall subject the user to the termination of service in accordance with the provisions of this division.

(H) Until the date of the ARO's decision, the city shall not terminate water service of the user. If the ARO determines that the customer must pay some or all of the disputed amount, the department, or ARO in his written decision, shall notify the user of the following:

(1) The amount to be paid;

(2) The date on or after which services will be terminated; and

(3) Notice that unless the city receives complete payment of the amount shown prior to the earliest possible date of termination given in the notice, water service shall be terminated.

(a) A **USER** for the purpose of this section is defined as:

(1) A person who requests, either orally or in writing, water and/or sewage service from the city or water utilities;

(2) A person in whose name water and/or sewage service is billed for the rendering of the service.

§ 51.66 TERMINATION OF SERVICES NOT EXCLUSIVE REMEDY.

The remedy provided herein for the collection of delinquent sewer user charges or benefits shall not be construed to abridge or in manner interfere with the right and power of the city to enforce a collection thereof by any other action or as otherwise provided by statute, but the remedy provided in such section shall be taken and held as an additional means to enforce payment of sewer service charges or benefits.

§ 51.67 PROCEDURE.

(A) As used in this section, the term **FINAL ACCOUNT** shall have the following meaning: A closed account for which sewer service is no longer being provided to the customer at that service location.

(B) The city shall prepare a semi-annual schedule of sewer user final accounts which it has determined to be uncollectible. The schedule shall consist of the following:

(1) (a) For bills becoming due prior to July 1, 1988, a certified list of all sewer user final accounts for which the outstanding fees and penalties together are \$25 or less and which are at least 120 days delinquent and which the department has determined to be uncollectible;

(b) For bills becoming due after July 1, 1988, a certified list of all sewer user final accounts for which the fees and penalties together are \$25 or less and which are at least 120 days delinquent and which are not subject to lien under IC 36-9-23-31 through IC 36-9-25-11 and which the city has determined to be uncollectible;

(2) A statement setting forth the efforts that have been made to collect such accounts and a statement that all such efforts have been unsuccessful;

(3) A statement, including the reasons therefor, that the city believes it is economically not feasible to pursue collection measures on such accounts.

(C) The semi-annual schedule shall be submitted to the City Council, which by resolution may declare accounts listed in the schedule as uncollectible and may authorize the city to cease further collection procedures and expense the amounts outstanding on the accounts as bad debts.

(D) The semi-annual schedule prepared by the city and the resolution adopted by the Board shall be forwarded to the City Council for final approval. A sewer user account may be deemed uncollectible only if the Council shall approve the Board's resolution.

RATES AND CHARGES

§ 51.70 SCHEDULE OF USER CHARGES.

(A) *Statement of acquisition.* On or around July 22, 2021, the City of Fishers (the "city") entered into a certain Asset Purchase Agreement ("Agreement") with Hamilton-Southeastern Utilities, Inc. ("HSE"), whereby the city generally acquired all assets of HSE, including, without limitation, all current and future customers of HSE within its service area in and around Fishers (the "HSE Service Area"). Prior to the acquisition, HSE assessed customers within the HSE service area certain rates and charges pursuant to a tariff approved by the Indiana Utility Regulatory Commission on or around April 10, 2019, Cause No. 45135 ("HSE Tariff"), and the city assessed customers within its service area (the "Fishers service area") certain rates and charges pursuant to its rate ordinance approved by the Common Council for the City of Fishers on December 21, 2015, Ordinance 101915 ("Fishers Sewer Rate Ordinance"). The HSE service area and Fishers service area are further defined and depicted in Ordinance 101121A, adopted by the Common Council on November 15, 2021, which is incorporated herein by reference. The city committed to not raise sewer rates and charges in either the Fishers service area or HSE service area in order to complete the acquisition. Accordingly, the city has incorporated and will initially assess ratepayers in the HSE service area the same charges and rates as provided by the HSE Tariff, and will initially assess ratepayers in the Fishers service area the same rates and charges as provided in the Fishers Sewer Rate Ordinance. The rates and charges for each schedule apply the same to customers whether they reside inside or outside the corporate boundaries of Fishers, but the difference in rates between the Fishers service area and HSE service area is \$8.79 or approximately 26%.

(B) *User charges- District 1 (formerly Fishers) service area.* Users in the District 1 service area shall pay a monthly user charge based on an equivalent user charge factor of one equivalent dwelling unit ("EDU"). The monthly equivalent user charge for a single-family residential user is hereby fixed and established at \$34.00. The units listed below will pay a monthly user charge based on the multiplication of the decimal times \$34.00 unless, at the City Controller's

discretion, the bill has been prorated due to the sale of the property. The prorated amounts from the seller and buyer will not pay a sum that totals less than \$34.00. The equivalent user charge of \$34.00 may, from time to time, be updated and changed by the city as an amendment of this section. Users in the District 1 service area shall pay the following rates and charges for sewer service:

(1) Schedule I - general service rates.

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$34.00
Two family residence (duplex)	\$68.00
Townhomes	\$34.00
Multi-Family and Apartments (per unit) (.7)	\$23.80

(b) *Metered rates for one month consumption periods - all non- residential users.*

All non-residential customers in District 1 of the city's sewage treatment utility who are also serviced by Citizens Water, shall pay a monthly sewer user charge equal to \$3.78 for each 1,000 gallons of water as metered by Citizens Water. This sewer user charge shall be in lieu of the standard residential rates which are applicable to residential customers in District 1. This non-residential, metered rate is equivalent to the current standard rate of \$34.00 per equivalent dwelling unit, which is also the minimum monthly rate per user.

(c) *Non-metered rates for one month consumption periods - all other non- residential users.*

This section applies to non-residential users who are not billed based on water meter readings. Beginning March 1, 2025, all new non-residential customers will be billed under this subsection, with a minimum of 2 EDUs for each non-residential customer. New non-residential customers include those non-residential customers that have a change in ownership, tenant, use, or remodel.

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	\$68.00 minimum
Non-residential, non-metered customers in District 1 will have a monthly rate equal to \$34.00 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(B), Schedule III. The minimum monthly rate for non-residential, non-metered users will be no lower than two (2) equivalent dwelling units.	

(2) *Schedule II - tariff.*

(a) *Contributions and charges.* When the city's sewage facilities are capable of servicing an area of property within its jurisdiction, and such area or property has not been previously connected, contributions and charges on behalf of the unconnected property shall be required as follows:

1. *Application fee.* A charge of \$100 per EDU, based upon the use proposed for the property, shall be charged as an application fee and shall be due at the time the application is made for sanitary sewerage service to the applicant. The application fee shall be used to reimburse the costs incurred by the city for personnel, equipment and consultants necessary to effect an appropriate review of the application. The application shall be in a form approved by the city's Board of Public Works and Safety.

2. *Availability charge.* A charge of \$2,400 per EDU, based upon the use proposed for said property. The equivalent number of dwelling units in the case of users or units other than single family residences shall be determined as provided in § 51.70(B), Schedule III. The number of equivalent units for situations not covered by the table will be determined by the Board of Public Works and Safety.. Notwithstanding any other provisions contained herein to the contrary, the city may contract with the owner or developer for an additional availability charge for treatment plant capacity, to be collected in advance by the city for purposes of expanding the capacity of the sewage treatment plant to meet such owner's or developer's needs. The availability charges, where applicable, shall be paid in cash upon application for a building permit.

3. *Connection charge.* A charge of \$250 per EDU is hereby imposed. It is the intention of this chapter that the connection charges are to be paid by the individual builder, lot owner or customer and that these charges are in addition to the described contributions and charges. These charges are for the cost incurred as set out in the definitions. The connection charge shall be paid at the time the building permit is obtained. The number of equivalent dwelling units shall be determined as provided in § 51.70(B), Schedule III.

4. *Fats, oils and grease ("FOG") charge.*

Customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG in the amount of \$30 per month. The FOG charge supports the additional costs of administering, monitoring and treating the excessive waste associated with FOG.

If violations of City's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.

(3) *Schedule III - EDU equivalency chart.*

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0

04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2
13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers Board of Public Works & Safety (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers Board of Public Works & Safety		

(C) *User charges- District 2 (Formerly HSE) service area.* Users in the District 2 service area shall pay the following rates and charges for sewer service.

(1) *Schedule I - general service rates.*

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$42.79
Two family residence (duplex)	\$85.58
Townhomes	\$42.79
Multi-Family and Apartments (per unit) (.7)	\$29.95

(b) *Non-metered rates for one month consumption periods - all non- residential users.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	<i>\$85.58 minimum</i>
Non-residential, non-metered customers in District 2 will have a monthly rate equal to \$42.79 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(C), Schedule III. The minimum monthly rate for non-residential users will be no lower than two (2) equivalent dwelling units.	

(c) *Wholesale Private Utility Customers.*

Wholesale private utility customers shall be charged at the rate stipulated in the latest wholesale service agreement. As of March 1, 2025, this rate is \$3.20 per 1,000 gallons of wastewater discharged into the City's wastewater facilities.

(d) *Sewer tracker.* The sewer tracker, occasioned solely by changes in the cost of sewage disposal service, is \$4.75 per EDU per month for District 2. The tracker is applicable to the rates and charges in § 51.70(C), Schedule I, and is included in the base rates and charges as shown in that division.

(2) *Schedule II - tariff.*

<i>TYPE OF FEE</i>	<i>FEE AMOUNT</i>
(a) Application fee.	
Fee per equivalent dwelling unit for the review of connection plans	\$100.00
(b) System development charge.	
Fee per equivalent dwelling unit for capital improvements to the utility's system	\$4,471.00

(c) Connection fee.	
Fee per equivalent dwelling unit connecting to the utility's system	\$305.00
(d) Re-connection fee.	
Fee per physical connection for re-connection following disconnection for failure to pay sewer bill	\$305.00
(e) Fats, oils and grease ("FOG") charge.	
Applicability: customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG. The FOG charge will support the additional costs of administering, monitoring and treating the excessive waste associated with FOG.	\$30.00 per month
Additional charge: if violations of city's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.	

(3) *Schedule III - EDU equivalency chart.* Ratio of sewer usage of single-family residence to other types of uses: a single-family residence is equivalent to 300 gallons per day.

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0
04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2

13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers		

(D) *Methods of payment; transaction and other fees.* Payments to the utility for any purpose may be made by the financial instruments authorized by the utility in accordance with I.C. 36-1-8-11. If there is a charge to the utility for the use of a financial instrument, the utility may collect a sum equal to the amount of the charge from the person who uses the financial instrument. If there is a vendor transaction charge or discount fee, whether billed to the utility or charged directly to utility's account, the utility may collect from the person using the card an official fee that may not exceed the transaction charge or discount fee charged to the utility by bank or credit card vendors in accordance with I.C. 36-1-8-11.

§ 51.71 (RESERVED).

§ 51.72 BILLING OF SERVICE CHARGES.

(A) *Billing period.* User charges for sewer service shall be prepared and billed each month by the city and shall be payable to the City Controller's office no later than the date reflected on the user's monthly bill.

(B) *Liability for payment.* The rates and charges for all owner-occupied single family homes, townhome, duplex and quadplex properties shall be billed to the owner of the property.

For properties that are not single family homes, townhomes, duplexes or quadplexes, the rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with the Indiana Code. The owners of properties which are occupied by a tenant or tenants shall have the right to examine the collection records of the city for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) *First billings.* The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Controller has been notified to initiate the billing process. The fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) *City subject to charges.* For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) *Late fees.* All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works and Safety.

(F) *Deposits to ensure payment of sewer funds; refunds; forfeitures.*

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works and Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works and Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within 60 days after the termination of the depositor's use or ownership of the property served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

§ 51.73 FEE FOR PREPARING AND FILING LIENS.

There is hereby established a new fee in the amount of \$60 for the preparation and filing of liens for unpaid sewage bills. Such fee is based upon the following:

(A) The time expended by the involved departments of the city in order that the lien to be filed is accurate and than any and all notices have been properly served on the delinquent sewer customer which equates to \$10 per incident;

(B) The cost of filing with the county which is \$50 in total for filing and releases. Such fee shall be added to any delinquency and become a part of the lien upon its filing.

EXEMPTIONS FROM SEWER BILLING

§ 51.80 WATER LINES USED STRICTLY FOR IRRIGATION PURPOSES EXEMPT FROM SEWER BILLING.

(A) Application for exemption. Any commercial customer of the City Sewage Treatment Facilities who has a metered water line used exclusively for irrigation purposes may apply to the City Controller on an application form approved by the Controller, for an exemption from any sewer billing associated with the use of such line. Upon the presentation of such application by such commercial customer, and following review by the Controller, the Controller may issue such exemption in writing to the applicant. Any exemption so issued shall be reviewed on an annual basis.

(B) Termination of exemption. In the event that a commercial customer granted an exemption discontinues the use of a metered water line for irrigation purposes only, it shall be the responsibility of such commercial customer to notify the Controller immediately, whereupon the exemption granted by the Controller shall be terminated in writing to the commercial customer.

(C) Commencement of exemption. No exemption from the existing policies and procedures of the city regarding the calculation of sewage bills shall commence until the exemption letter is issued by the Controller. It is the intent of this subchapter that any exemptions granted shall act prospectively and not retroactively.

PENALTIES

§51.99 PENALTY FOR VIOLATION

(A) Any person who violates or fails to comply with any provision of this Chapter 51 or of the rules and regulations of the Board of Public Works & Safety or administrative orders pertaining thereto, shall be subject to a fine of up to \$2,500 per day for the first violation and up to \$7,500 per day for the second and subsequent violations. Each day that such violation(s) or noncompliance continues shall constitute a separate offense.

(B) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(D) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(E) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a use.

EXHIBIT A
Ordinance No. 011325

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- 51.02 Depositing objectionable waste prohibited
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- 51.44 Grease, oil and sand interceptors
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Exemptions From Sewer Billing

- 51.80 Water lines used strictly for irrigation purposes exempt from sewer billing

Penalties

- 51.99 Penalties for Violation

GENERAL PROVISIONS

§ 51.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACT means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, [33 U.S.C. 1251](#), *et seq.*

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C, expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal, also called house connection.

COMBINED SEWER. A sewer intended to receive both wastewater and storm or surface water.

EASEMENT. An acquired legal right for the specific use of land owned by others.

FLOATABLE OIL. Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

INDIRECT DISCHARGE The introduction of pollutants into the POTW (including the collection system leading to the water pollution control plant) from any non-domestic source regulated under section 307(b), (c) or (d) of the Act.

INDUSTRIAL WASTES. The wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

INTERFERENCE An indirect discharge that, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

MAY. Is permissible. (See definition of **SHALL** below).

NATURAL OUTLET. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

PASS THROUGH A discharge which exits the water pollution control plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the water pollution control plant's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON. Any individual, firm, company, association, society, corporation or group.

pH. The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen ion concentration of 10^{-7} .

PUBLICLY OWNED TREATMENT WORKS (POTW). A sewage treatment works as defined by the Act, owned by the City of Fishers. This definition includes any devices and systems used in the collection, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances if they convey wastewater to the City of Fishers' water pollution control plant. The term also means the municipality which has jurisdiction over the Indirect Discharges to and the discharges from such a POTW.

PROPERLY SHREDDED GARBAGE. The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than ½ inch (1.27 centimeters) in any dimension.

PUBLIC SEWER. A common sewer controlled by a governmental agency or public utility.

SANITARY SEWER. A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

SEWAGE. The spent water of a community. The preferred term is **WASTEWATER**.

SEWER. A pipe or conduit that carries wastewater or drainage water.

SHALL. Is mandatory. (See definition of **MAY** above).

SLUG. Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STORM DRAIN or **STORM SEWER.** A drain or sewer for conveying water, groundwater, sub-surface water or unpolluted water from any source.

SUPERINTENDENT. The superintendent of wastewater facilities, and/or of wastewater treatment works, and/or of water pollution control of the city, or its authorized deputy, agent or representative.

SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in “Standard Methods for the Examination of Water and Wastewater” and referred to as nonfilterable residue.

UNPOLLUTED WATER. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

USER Any domestic or non-domestic discharger of wastewater which introduces pollutants to the City’s POTW.

WASTEWATER. The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water and stormwater that may be present.

WASTEWATER FACILITIES. The structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

WASTEWATER TREATMENT WORKS. An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment plants or wastewater treatment plant or water pollution control plant.

WATERCOURSE. A natural or artificial channel for the passage of water either continuously or intermittently.

§ 51.02 DEPOSITING OBJECTIONABLE WASTE PROHIBITED.

It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or objectionable waste.

§ 51.03 DISCHARGE OF WASTEWATER OR OTHER POLLUTED WATERS TO NATURAL OUTLETS.

It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of said city, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

§ 51.04 PRIVIES, SEPTIC TANKS AND OTHER FACILITIES.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

§ 51.05 OWNER'S RESPONSIBILITY TO INSTALL SUITABLE TOILET FACILITIES.

The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-

way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 90 days after the date of the official notice to do so, provided that said public sewer is within 100 feet (30.5 meters) of the property line.

§ 51.06 DESTROYING OR TAMPERING WITH WASTEWATER STRUCTURES OR EQUIPMENT.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this section shall be subject to immediate arrest under charge of disorderly conduct.

§ 51.07 RIGHT OF ENTRY FOR PURPOSE OF INSPECTION; CONFIDENTIAL INFORMATION; INDEMNIFICATION.

(A) The Superintendent and other duly authorized employees of the city, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to discharge to the community system in accordance with the provisions of this chapter.

(B) The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

(C) While performing the necessary work on private properties referred to in division (A) above, the Superintendent or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against a loss or damage to its property by the city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 51.41.

(D) The Superintendent and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

§ 51.08 ESTABLISHING AND REGULATING WASTE DISPOSAL SYSTEM IN CERTAIN AREAS LOCATED WITHIN FOUR MILES OF CORPORATE BOUNDARIES.

(A) No sewer utility shall commence collection, processing or disposition of waste substances and domestic or sanitary sewage (hereinafter referred to as “Sewer Service”) within the corporate boundaries of the city or within an area which is within four miles of the corporate boundaries of the city in the area identified as the Fishers Sewer Planning Area, unless such sewer utility shall first obtain a permit, contract, license or franchise (hereinafter referred to as “permit”) from the city, authorizing the sewer service, and a finding by the City Council that the public convenience and necessity require sewer service by the sewer utility, and defining specifically the area to be covered by the permit, such finding to be made after a public hearing has been held before said City Council pursuant to not less than ten days published notice in accordance with the provisions of IC 5-3-1.

(B) At the public hearing pursuant to division (A), an applicant for a permit to provide sewer service pursuant to the terms of this chapter shall demonstrate to the City Council by the presentation of competent evidence that it has met the following criteria:

- (1) That it has the financial ability to install, commence and maintain said proposed service;
- (2) That the plans and specifications for the sewer interceptor system to be constructed and installed shall have received the written approval of the city's Consulting Engineer and the Indiana Department of Environmental Management prior to the commencement of construction;
- (3) That a contract will have been executed by the applicant and submitted to the city for its consideration and acceptance that will obligate the applicant upon the issuance of the permit to pay to the city the city's rates and charges as by ordinance provided for the transmission of sanitary sewage to the city for treatment at the city's treatment facility;
- (4) That the applicant shall establish that it has the lawful power and authority to apply for said permit and to operate said proposed service. The permit shall state that before commencing operations and serving customers, the sewer utility shall file its rates and charges with the Indiana Utility Regulatory Commission for approval by the Commission. The city also recognizes that the applicant may derive its authority to apply for such permit from other express statutory authority, such as a municipal utility, a conservancy district or a regional waste district;
- (5) The permit shall state that before commencing construction or operations and serving customers, the sewer utility shall apply for and receive all of the necessary federal and/or state and/or county regulatory permits and licenses necessary to operate the sewer service in the area identified as the Fishers Sewer Planning Area. It is the intention of the city to recognize the jurisdiction of the Indiana Utility Regulatory Commission to fix the price to be charged for the service to be rendered by the applicant notwithstanding the provisions of IC 36-9-2-16 in the case of a regulated utility. In the event that a municipal utility, conservancy district, or regional waste district obtains the necessary federal and state licenses and permits, it is the intention of the city to recognize the jurisdiction of the permitting agency, and to consider such entity to have standing to apply for a permit from the city.

(C) After the city issues a sewer service permit pursuant to the provisions of this chapter, no other sewer utility shall commence sewer service in the permitted area without itself first obtaining a permit to do so from the city in accordance with the criteria set out above. In addition, the city may issue additional permits within the same permitted area only if the following additional criteria are satisfied:

(1) The sewer utility with an existing permit is not furnishing reasonably adequate sewer service and is not willing or capable of furnishing sewer service in the area for which an additional permit is sought;

(2) A period of at least 24 months has expired from the date of issuance of the existing permit;

(3) Issuance of the additional permit will not impair the ability of the existing sewer utility to continue to furnish existing sewer service within the permitted area;

(4) Public convenience and necessity as determined by the city require the issuance of an additional permit; and

(5) The sewer utility applying for an additional permit obtains approval from the Indiana Utility Regulatory Commission pursuant to the Public Service Commission Act, IC 8-1-2-1 and following, or otherwise meets the statutory requirements for lawful operation including a discharge permit from the Indiana Department of Environmental Management.

(D) The city reserves the right to revoke any sewer service permit which it may grant, in whole or in part, for any of the following grounds as determined by the City Council acting in its legislative capacity at any regular meeting of said City Council:

(1) Failure of the sewer utility holding such sewer service permit to furnish reasonably adequate sewer service within the area defined in the permit;

(2) Failure of the sewer utility holding the sewer service permit to comply with any term, condition or limitation of such permit;

(3) Any act undertaken by the Indiana Department of Environmental Management or the Indiana Utility Regulatory Commission which in any way limits or restricts the ability of the sewer utility to act upon the authority of said state bodies.

(E) In the absence of a clear and convincing health related reason, the City Council resolves that no cross county sewer service should be permitted that would allow for the sanitary sewage treatment of areas located within Fall Creek Township of Hamilton County by any provider of sanitary sewage treatment services other than the City of Fishers.

__ (F) All ordinances or parts of ordinances currently in effect within the city, which are in conflict, directly or indirectly, with the provisions of this chapter are hereby repealed.

PRIVATE WASTEWATER DISPOSAL SYSTEM

§ 51.15 CONNECTING BUILDING SEWER TO PRIVATE WASTEWATER DISPOSAL SYSTEM.

Where a public sanitary or combined sewer is not available under the provisions of § 51.05, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this chapter.

§ 51.16 WRITTEN PERMIT TO BE OBTAINED.

Before commencement of construction of a private wastewater disposal system the owner(s) shall first obtain a written permit from the Hamilton County Health Department.

§ 51.17 COMPLIANCE WITH STATE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Environmental Management of the state.

BUILDING SEWER AND CONNECTIONS

§ 51.25 CONNECTING BUILDING SEWER TO PUBLIC SEWER.

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city or the procedures set forth in appropriate specifications of the ASTM and the WPCF “Manual of Practice No. 9.” All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

§ 51.26 USE OF OLD BUILDING SEWERS WITH NEW BUILDINGS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent to meet all requirements of this chapter.

§ 51.27 SIZE, SLOPE AND ALIGNMENT; CONFORMANCE TO OTHER APPLICABLE RULES AND REGULATIONS.

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

§ 51.28 GRAVITY FLOW TO PUBLIC SEWER; LIFTED BY APPROVED MEANS.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

§ 51.29 SOURCES OF SURFACE RUNOFF OR GROUNDWATER TO PUBLIC SANITARY SEWER PROHIBITED.

No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

§ 51.30 EXCAVATIONS.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Street, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

§ 51.31 INSPECTION OF CONNECTION TO PUBLIC SEWER.

The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his representative.

USE OF PUBLIC SEWERS

§ 51.40 DISCHARGE OF STORMWATER AND OTHER UNPOLLUTED DRAINAGE.

(A) No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer; except stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the Superintendent.

_(B) Stormwater other than that exempted under division (A) above, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Superintendent, to a storm sewer, combined sewer or natural outlet.

§ 51.40.5 PRIOR APPROVAL FOR CERTAIN WASTES.

The Superintendent shall have the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by users or indirect dischargers where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its NPDES permit.

§ 51.41 PROHIBITED DISCHARGES TO PUBLIC SEWERS.

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of and indirect discharges to the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. Except as hereinbefore provided, no user or indirect discharger shall discharge or cause or permit to be discharged into the public sewer any of the following described substances, wastes or waters:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas; including waste streams with a closed cup flashpoint of less than one hundred forty (140) degrees Fahrenheit (sixty (60) degrees Celsius) using test methods in 40 CFR 261.21

(B) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant;

(C) Any waters or wastes having a pH lower than 5.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, et seq., either whole or ground by garbage grinders.

(E) A pollutant from any source of nondomestic wastewaters that could pass through or cause interference with the operation or performance of the POTW.

F) A pollutant, including an oxygen demanding pollutant (such as biochemical oxygen demand) released in a discharge at a flow rate or pollutant concentration that could cause interference in the POTW.

§ 51.42 DISCHARGE OF CERTAIN WASTES RESTRICTED.

The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Superintendent will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials or construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

(A) Wastewater having a temperature higher than 104° F. (40° C.);

(B) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin;

(C) Wastewater from industrial plants containing floatable oils, fat or grease;

(D) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

(E) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Superintendent for such materials;

(F) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent;

(G) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable state or federal regulations;

(H) Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.

(I) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

(J) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(K) A trucked or hauled pollutant, except with the permission of the POTW; and when introduced to the POTW at a discharge point designated by the POTW.

§ 51.43 PRETREATMENT, EQUALIZATION OF WASTE FLOWS.

(A) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in § 51.42, and which in the judgment of the Superintendent may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may do the following:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers;

(3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § 51.47.

(B) When considering the above alternatives, the Superintendent shall give consideration to the economic impact of each alternative on the discharger. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

§ 51.44 GREASE, OIL AND SAND INTERCEPTORS.

Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts as specified in § 51.42(C), or any flammable wastes, sand or other harmful ingredients: except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates

and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner(s) personnel must be performed by currently licensed waste disposal firms.

§ 51.45 PRETREATMENT OR FLOW-EQUALIZING FACILITIES.

Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

§ 51.46 INSTALLATION OF SUITABLE SAMPLING AND MEASUREMENT APPURTENANCES.

When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation sampling and measurement of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

§ 51.47 MEASUREMENTS, TESTS AND ANALYSES.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

§ 51.48 USER OF SEWER SERVICES TO PROVIDE INFORMATION.

The Superintendent may require a user of sewer services to provide information needed to determine compliance with this chapter. These requirements may include:

- (A) Wastewater discharge peak rate and volume over a specified time period;
- (B) Chemical analyses of wastewater;
- (C) Information on raw materials, processes and products affecting wastewater volume and quality;
- (D) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (E) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (F) Details of wastewater pretreatment facilities;
- (G) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

§ 51.49 INDUSTRIAL WASTES; SPECIAL AGREEMENT.

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment.

§ 51.50 FATS, OILS AND GREASE MANAGEMENT PROGRAM.

This Fats, Oils and Grease ("FOG") Policy (hereinafter referred to as "Policy") addresses the policies and procedures applicable to food service facilities for management of fats, oils and grease discharge to the city's wastewater conveyance and treatment facilities.

(A) Purpose.

(1) Fats, oils and grease (FOG) are restricted wastes per § 51.42(C) of this code due to their potential to interfere with conveyance pipes and pumping facilities, and treatment processes, and are therefore limited in discharge. FOG pretreatment devices such as grease and oil interceptors, traps and separators are required to provide the necessary level of control per § 51.44 of this code. The purpose of this Policy is to provide standards for requiring the installation of FOG pretreatment devices, maintenance, data management, reporting and compliance.

(B) *Definitions.* For purposes of this section the following definitions shall apply unless the content clearly indicates or requires a different meaning.

BOD - BIOCHEMICAL OXYGEN DEMAND. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter, as described in the latest edition of "Standard Methods for the Examination of Water and Wastewater".

FOG - FATS, OILS, AND GREASE. All fats, oils and grease, petroleum products and byproducts. Fats, oils and grease as found in food service facilities including, but not limited to, any substance such as vegetable or animal product that is used in, or is a by-product of, the cooking or food preparation process or the cleaning thereof, and that turns or may turn viscous or solidified with a change in temperature or other conditions. Petroleum, oils, and grease as found in auto or marine service facilities including, but not limited to, any substance such as petroleum oil, non-biodegradable cutting oil or products of mineral oil origin that is used in, or is a by-product of an automotive/marine process. These substances are detectable and measurable using analytical test procedure established in 40 CFR 136, as amended.

FOG FACILITY. Any non-residential sewer user or combination of sewer users utilizing the same pretreatment device which uses or generates FOG.

FOG MANAGEMENT PROGRAM. The program that is supported by this Policy, as amended.

FOG PRETREATMENT DEVICE. Includes oil-water separators, grease traps and grease interceptors.

GREASE INTERCEPTOR. An outdoor, watertight receptacle utilized to intercept, collect, and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. An interceptor shall have a capacity of at least 1,000 gallons to serve one or more fixtures and shall be located outside the building.

GREASE TRAP. An indoor, watertight receptacle utilized to intercept, collect and restrict the passage of grease and food particles into the sanitary sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility.

MODIFICATION REQUEST FORM. A form provided by the utility for the user to complete in order to be considered for a modified cleaning schedule or exemption releasing the user from the need to install a grease trap/interceptor. A copy of the Modification Request Form is attached to Resolution R072715A and incorporated by reference as if fully set forth herein.

NOTICE OF VIOLATION. A written document describing any violation to this Policy for the information of the user in non-compliance.

OIL-WATER SEPARATOR. A device which utilizes the difference in density between oil, petroleum products or chemical products, and water for removal.

SEWER USER. Any person or facility who introduces or discharges any substance into the sanitary sewer system of the utility, which may pertain to both the owner and the occupant of real estate from which the substance is introduced or discharged.

TSS - TOTAL SUSPENDED SOLIDS. Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquid, and that is removable by filtering as prescribed in the latest version of the "Standard Methods for the Examination of Water and Wastewater".

UTILITY. The wastewater conveyance and treatment utility owned and operated by the City of Fishers.

UTILITY BOARD. The City of Fishers Board of Public Works and Safety or its designee.

(C) Requirements for fats, oils and grease interceptors, traps and oil-water separators.

(1) All FOG facilities are required to have a FOG pretreatment device properly installed that is acceptable to the utility and in accordance with this Policy.

(2) All FOG pretreatment devices shall operate in compliance with the utility's discharge limits.

(3) All FOG pretreatment device installation and maintenance shall be at the sewer user's expense.

(4) The sizing and plumbing configuration required to prevent the introduction of FOG into the utility's system is the responsibility of the FOG facility design professional. The utility does not assume any responsibility in the sizing of the FOG pretreatment device.

(5) Facilities which will be expanded or renovated to include a FOG facility, where such FOG facility did not previously exist, shall be required to install and maintain a grease interceptor, grease trap or oil-water separator which is acceptable to the utility.

(6) Existing FOG facilities shall be permitted to operate and maintain an existing FOG pretreatment device provided these are in proper operating condition as set forth within this Policy.

(7) Newly-constructed facilities that will/or could include FOG facilities are required to install and maintain a grease interceptor or oil-water separator in accordance with this Policy.

(8) A new multi-use facility is required to have connections to a FOG pretreatment device acceptable to the utility.

(9) If the facility does not have plumbing collections to a FOG pretreatment device that functions to bring the sewer user in compliance with the requirements of the utility, the utility shall require the facility to modify their current plumbing to prevent the introduction of FOG into the sewer as prohibited by this Policy.

(10) All FOG pretreatment devices shall have adequate retention time at actual peak flow between the influent and effluent baffles to allow for any solids to settle or accumulate and floatable grease-derived materials to rise and accumulate and prevent discharge limit violations,

(11) All grease traps shall include flow regulators.

(12) All grease interceptors shall include a tee outlet with a maximum height of 18 inches above the interceptor's base.

(13) No accumulation of floatable FOG and/or settled solids shall exceed 25% of the total volume of the grease trap or grease interceptor.

(14) No settled oils in the oil-water separator should be left to accumulate in excess of 20% of the wetted height of the oil-water separator, and no floating oil and grease in the oil-water separator should be left to accumulate in excess of 5% of the wetted height of the oil-water separator.

(15) All FOG pretreatment devices must be located so that maintenance and inspections can be easily performed as established by the utility.

(16) The use of automatic removal systems is permissible only upon written approval from the utility.

(17) A grease interceptor and oil-water separator may be used by more than one facility if the capacity of the device is such that all the limits are met as established through this Policy.

(18) Grease traps may not be shared by multiple facilities.

(19) If a grease interceptor cannot be installed readily or economically in a FOG facility, the utility may approve a grease trap to be installed in the facility, at the owner's expense, on a trial basis. If the grease trap does not allow the discharge to meet FOG discharge limits, the facility will be required to install a grease interceptor in compliance with this Policy.

(D) Grease interceptor, grease trap and oil-water separator maintenance.

(1) The grease interceptor, grease trap or oil-water separator shall be maintained at the sewer user's expense.

(2) The sewer user shall maintain the grease interceptor, grease trap or oil-water separator in order to not allow wastewater discharge concentration from their pretreatment device to exceed any of the utility's discharge requirements.

(3) All grease interceptors and oil-water separators shall be serviced and emptied as frequently as needed in order to maintain an acceptable waste limit, but not less than every three months.

(4) All grease traps shall be serviced and emptied of accumulated waste content as frequently as needed in order to maintain an acceptable waste discharge limit, but no less than twice per week.

(5) Grease interceptors, grease traps and oil-water separators shall be completely evacuated anytime the discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels establish by the utility.

(6) All waste (floating FOG and settled solids) shall be removed from the FOG pretreatment device, hauled away and disposed of per state standards.

(7) No waste/water shall be returned to a pretreatment device once pumped.

(8) The maintenance of a grease interceptor used by more than one facility shall be the responsibility of the owner of the grease interceptor.

(9) The utility may extend the 90-day grease interceptor pump-out frequency, and/or the twice per week grease trap cleaning frequency if the sewer user petitions the utility for such modifications and provides a complete Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(10) The utility may shorten the pump-out or cleaning frequency when, in the opinion of the utility, such frequency is insufficient to ensure the utility's discharge levels.

(11) Following the mandated cleaning schedule does not guarantee compliance with the discharge limits or device capacity limits. It is the responsibility of the FOG facility to maintain an acceptable FOG level mandated by this Policy.

(12) If the FOG facility's grease trap is cleaned by their staff, the staff shall dispose of the grease in a manner that does not reintroduce grease/waste back in the utility's sanitary sewer system.

(13) If the utility determines the garbage disposal is a factor in the restricted discharge of FOG, then the garbage disposal shall be connected to the grease trap, or grease interceptor, or removed from the facility.

(14) No person shall introduce, or cause, permit, or suffer the introduction of any surfactant, solvent or emulsifier into a grease interceptor. Surfactants, solvents and emulsifiers are materials which allow the grease to pass from the grease interceptor into the collection system, and include, but are not limited to enzymes, soap, diesel, kerosene, turpentine and other solvents.

(E) FOG facility reporting requirements.

(1) All businesses and industry shall provide, on demand, to the utility, sufficient information to determine if it is a FOG facility.

(2) The owner, or owner's representative, of the FOG facility shall notify the utility, in writing, of changes regarding the facility's occupant, building usage, and/or new construction within 30 days of the date the change takes place.

(3) All FOG facilities must maintain written FOG pretreatment device maintenance records for three years on a continuously rolling calendar basis. All such records shall be available for inspection by utility staff at any/all time. These records shall include: facility name and location, date and time of cleaning service, name of grease hauling company, name and signature of grease-hauling company agent performing said service, established service frequency and type of service (full pump, partial pump out, onsite treatment), number and size of each pretreatment device serviced, approximate amount of grease and solids removed from each pretreatment device, total volume of waste removed from each pretreatment device, destination of removed waste, signature and date of FOG facility personnel confirming service completion. A copy of the Program Maintenance Log is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(4) FOG facilities shall report, in writing, their FOG pretreatment device maintenance records to the utility quarterly. A copy of the Food Service Facility Quarterly Report is attached to Resolution R072715A and incorporated by reference as if set forth in full herein.

(5) A facility shall report to the utility, by phone, any accidental discharge immediately. A written report must be provided by the facility within 24 hours of the event.

(F) *FOG facility inspection.*

(1) All FOG pretreatment devices may be inspected by the utility as necessary to assure compliance with this Policy.

(2) Each FOG facility shall allow any utility official or agent of the utility bearing proper identification access to all parts of the premises for the purpose of inspection, observation, record examination, measurement, sampling and testing in this Policy.

(3) The refusal of any FOG facility to allow the utility's official entry to, or upon, the facility's premise for purposes of inspection, sampling effluents, inspecting and copying records, or performing other such duties shall constitute a violation of this Policy.

(4) The utility's office shall inspect FOG facilities during both scheduled and unscheduled visits.

(G) *FOG facility management.*

(1) It is the facility owner's responsibility to make sure that all employees and/or tenants are informed about the city's FOG program and best management practices are mandated to help with compliance.

(2) If management changes within the FOG facility, it is the facility owner's responsibility to train the new management on the reporting requirements to ensure compliance.

(3) Any FOG facility with a change in ownership will be recognized as a new FOG facility and shall comply with the utility's discharge limits and in accordance with this Policy.

(4) If the FOG facility changes names but keeps the same owner, the facility owner is responsible to inform the utility of the change within 30 days. Failure to notify the utility may result in penalty fees.

(5) If the FOG facility is sold or leased/rented, the facility owner (both new and old in the event of a sale) is responsible to inform the utility of the change prior to the effective date of the change. Failure to notify the utility may result in penalty fees.

(6) If the FOG facility's type of business changes, it is the facility owner's responsibility to notify the utility within 30 days of the type of change that is being made in the business.

(H) FOG facility enforcement and non-compliance fees.

(1) A notice of violation (NOV) shall be issued to the sewer user for one or more of the following reasons:

(a) Failure to properly maintain the grease interceptor, grease trap or oil-water separator in accordance with the provisions of this Policy.

(b) Failure to maintain the required records of cleaning/pumping activities.

(c) Failure to provide logs, files, records or access for inspection of monitoring activities.

(2) The NOV will include the description of the violation, number of days to correct the deficiencies and/or violations, and the applicable fee for the violation. Any fee assessed under this Policy will be in accordance with the applicable fee schedule adopted by the City Council.

(3) All sampling and monitoring after a violation of this Policy shall be at the violating FOG facility's expense.

(4) All non-compliance issues are to remain on record for an 18-month rolling calendar for the purpose of determining the level for the NOV. Therefore, all violation will be in effect for 18 months starting the day of the initial violation. On the day after the 18th month, the violation will be removed if all outstanding violation fees have been paid in full.

(5) If a FOG facility wishes to dispute a violation and/or fee, it must be done in writing to the Utility Board via letter, email or fax with 30 days of the notice of violation or notice of fee, whichever is later. All disputes shall be review by the Utility Board,

(6) If a sewer user has reason to believe that a specific limit or requirement of the Policy does not, or should not apply to their FOG facility, the sewer user must submit a Modification Request Form, a copy of which is attached to Resolution R072715A and incorporated herein by reference as if set forth in full herein, along with information supporting the modification request, to the utility to be reviewed/considered by the utility, and the FOG facility will be informed of their decision in writing within one week of their decision. Documentation on the request and its approval/disapproval will become a part of the facility's account file.

§51.51 ENFORCEMENT.

(A) The remedies provided for in this section are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be conducted in accordance with the City's enforcement response plan

as adopted by the Board of Public Works & Safety. However, the City may take other action against any user when the circumstances warrant. Further the City is empowered to take more than one enforcement action against any noncompliant user.

(B) The Superintendent may, after notice to the discharger, immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons, the environment, and/or which threatens to interfere with the operation of the POTW.

(C) The Superintendent may issue an order to correct or abate a violation of this chapter. If the violation has not been corrected pursuant to the requirements set forth in the order, the Superintendent, or his duly authorized representative, shall have the authority to enter upon the user's premises and are authorized to take any and all measures necessary to abate the violation, including physically severing the sewer connection, and/or terminating water service to the facility. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Superintendent or his designee or a designated contractor to enter upon the premises for the purposes set forth above. Penalties shall include but are not necessarily limited to those found in this chapter.

(C) When the Superintendent finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the Hamilton County Superior or Circuit Court, through the City Law Department for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Superintendent may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

CONTRIBUTION REQUIREMENTS FOR DEVELOPERS AND NEW USERS OF SEWAGE FACILITIES

§ 51.55 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICATION FEE. A fee charged at the time application for sewage service is made, which is non- refundable and which represents the cost to the city of processing such application.

AVAILABILITY CHARGE. A payment which shall be required for the privilege of connecting a service line or lateral sewer from a residence, commercial user or tract of ground into the city's local sewers or interceptor as a capital contribution for the availability of service, present or future.

CONNECTION CHARGE. A payment required to cover the cost to inspect the connection of a service line to the local sewer. This payment shall be charged and paid at the time the

application for connection is made. This charge applies to the single family residence and all equivalent dwelling units, i.e., residential, commercial, industrial, et seq.

DEVELOPER. Any person, individual, corporation or entity engaged in developing a property, tract of ground or improving a lot or group of lots or structures thereon for the use of occupancy, owning or selling the property to be connected or served by the sewage facilities.

EQUIVALENT DWELLING UNIT (EDU). The single family residence situated upon a single lot, and also the sewage contribution from that residence, being 300 gallons per day.

EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged the resident based upon the then current schedule of rates and charges.

INTERCEPTOR SEWER. The sanitary sewer, usually located within the streets, alley or easements, which normally receives the sewage from the local sewers. This sewer usually conveys the sewage to the treatment plant or point of ultimate disposal.

LATERAL SEWER. The sanitary sewer, usually located within the street, alley or easements, which normally receives the sewage from the local sewers. Service lines are not excluded from connecting directly to this sewer.

LOCAL SEWER. The sanitary sewer, eight inches minimum, usually located within the street, alley or easements, which receives the sewage from the individual service lines.

OVERSIZING COSTS. The costs of oversizing sewers or the sewage treatment plant or other facilities in anticipation of the need to serve future customers. The cost of extending an existing sewer at a consistent size, depth, and slope through a property being developed shall not be considered an oversizing cost.

RATIO OF EQUIVALENT DWELLING UNIT REVENUE. That monthly revenue charged a user or customer, of the sewage facility, divided by the Equivalent Dwelling Unit Revenue.

SERVICE AREA. That area to be served by the city sewage treatment plant and collection sewers. Such area will usually include the drainage area permitting the use of gravity sewers, and certain adjacent areas that may be readily pumped into such sewers.

SERVICE LATERAL. A branch, from the local or collecting sewer, between that sewer and the property line of the intended user. Usually installed by the developer or in certain cases the lot owner or user.

SERVICE LINE. The sewer line, six inches minimum, installed between the residence or structure for the purpose of conveying the sewage discharge to the service lateral on the local or collecting sewer. This line is installed by the individual owner or builder.

§ 51.56 EXPANSION AND CONNECTION POLICY.

(A) All local and lateral sewers to be connected directly or indirectly into the city's sewage facility or collection system shall, at the owner's or developer's expense, be designed, constructed and installed, by the owner or developer to the city's specifications. The new sewers shall, upon acceptance of the city, be dedicated to the city. These new sewers shall be located in such streets, alleys, rights-of-way, and easements as are approved by the city.

(B) The sewage treatment plant expansions shall be designed and built by the city. The expansions shall be funded by a combination of the above defined charges, plus the use of state and federal funds, if available.

(C) No sewer collection facilities shall be extended, nor shall any connections be made to the city's sewage treatment facility unless and until such area to which facilities will be extended is within the city limits, or has agreed to be annexed to the city or has agreed not to remonstrate against such annexation.

(D) Prior to the commencement of construction of any sewer, the Indiana Department of Environmental Management's approval shall be furnished to the city.

(E) Prior to the commencement of construction of any sewer or collection facility, the plans shall be approved in writing by the City Engineer.

§ 51.57 (RESERVED).

§ 51.58 (RESERVED).

§ 51.59 PRIOR AGREEMENTS OF CITY.

This subchapter shall in no way affect developers or owners or users of the city sewage facility who have heretofore entered into agreements with the city for the extension of city sewage facilities which are now in existence and have been dedicated to the city and constructed by the developer.

§ 51.60 PROTECTION OF BOND HOLDERS OF SEWAGE WORKS.

Nothing in this subchapter will be construed to place a lien on the revenues of Fishers Municipal Sewage Works receipts which lien would be superior to, equal to or take priority over the rights of holders or owners of sewage revenue bonds of the city now outstanding or to be issued in the future.

§ 51.61 AMENDMENTS.

This subchapter and the costs and charges set out herein may be amended from time to time by the City Council when conditions exist that indicate to the Council that charges herein are not equitable for the customers of the municipal sewage system or for the subdividers, developers or owners of property connections to such sewage system.

TERMINATING WATER SERVICE TO DELINQUENT SEWER USERS

§ 51.65 TERMINATION OF SERVICE PROCEDURES.

(A) The city, by and through its Controller or his or her designee, may order the termination of water service to a sewer service address for nonpayment of a delinquent account that is not less than 30 days delinquent. When so ordered the water utility shall terminate such service in accordance with the terms of their agreement with the city.

(B) The fee for terminating services shall be a minimum of \$45, which shall include charges assessed against the city by the water utility for effecting the termination. Fee for terminating commercial and industrial services shall be determined in an agreement between the city and the

water company. This fee shall be assessed against the customer and added to the sewer delinquent bill.

(C) The city may not terminate under this section if the Hamilton County Health Department has found and certified to the city that the termination of water service will endanger the health of the user and others in the municipality.

(D) (1) Prior to the termination of water service because of sewer user fee delinquency the city must first give notice of such delinquency and impending termination at least 30 calendar days prior to the proposed termination, by first-class mail addressed to the user to whom the service is billed, which notice shall contain the following:

(a) The delinquent amount due, together with any penalty and fees;

(b) The date of the notice of termination;

(c) The date on and after which termination shall be made, which shall be at least 30 calendar days from the date of the notice of termination;

(d) Notice that water service may be disconnected if, prior to the earliest possible date of termination given in the notice, the user does not pay the delinquency together with any penalty and fees, or disputes the amount, or makes other provisions for payment pursuant to this section;

(e) A procedure, as provided in division (D)(2) for resolving a disputed bill.

(2) The city shall appoint an account review officer (ARO) to review and resolve disputes. Before the earliest possible date of termination of water service as specified in the notice, a user may request a hearing before the ARO to dispute the correctness of all or part of the amount shown in accordance with the provisions of this section. A user shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute under this section.

(E) The procedure for a hearing on a user dispute shall be as follows:

(1) Before the earliest possible date of termination as specified on the notice of termination, the user shall notify the ARO in writing, that he/she requests a hearing to dispute the correctness of all or part of the amounts shown on the notice of termination, stating as completely as possible the basis for the dispute.

(2) An informal hearing before the ARO shall be held within 15 days of the ARO's receipt of the user's written request for a hearing on a disputed bill.

(3) At the hearing, the user shall be entitled to present all evidence that is, in the ARO's view, relevant and material to the dispute.

(4) Based on the evidence presented at the hearing, the ARO within ten days of the completion of the hearing, shall issue a written decision formally resolving the dispute. The ARO's decision shall be final and binding.

(F) The ARO shall be authorized to resolve any disputed sewage bill and shall be authorized to order the termination of water service under appropriate circumstances. Upon approval by the ARO, the user may enter into an agreement to amortize the unpaid balance of his/her account

over a reasonable period of time, not to exceed six months. No termination shall be effected for any user complying with any such amortization agreement, provided the user also keeps current his/her account for sewer service as charges accrue in each subsequent billing period. If a user fails to comply with an amortization agreement, the ARO may terminate water service provided notice is given to the user at least 48 hours prior to such termination and the notice includes conditions the user is required to meet to avoid termination.

(G) Utilization of this hearing procedure shall not relieve a user of the obligation to timely and completely pay all other undisputed water and sewage bills or charges. Failure to timely and completely pay all such undisputed amounts shall subject the user to the termination of service in accordance with the provisions of this division.

(H) Until the date of the ARO's decision, the city shall not terminate water service of the user. If the ARO determines that the customer must pay some or all of the disputed amount, the department, or ARO in his written decision, shall notify the user of the following:

(1) The amount to be paid;

(2) The date on or after which services will be terminated; and

(3) Notice that unless the city receives complete payment of the amount shown prior to the earliest possible date of termination given in the notice, water service shall be terminated.

(a) A **USER** for the purpose of this section is defined as:

(1) A person who requests, either orally or in writing, water and/or sewage service from the city or water utilities;

(2) A person in whose name water and/or sewage service is billed for the rendering of the service.

§ 51.66 TERMINATION OF SERVICES NOT EXCLUSIVE REMEDY.

The remedy provided herein for the collection of delinquent sewer user charges or benefits shall not be construed to abridge or in manner interfere with the right and power of the city to enforce a collection thereof by any other action or as otherwise provided by statute, but the remedy provided in such section shall be taken and held as an additional means to enforce payment of sewer service charges or benefits.

§ 51.67 PROCEDURE.

(A) As used in this section, the term **FINAL ACCOUNT** shall have the following meaning: A closed account for which sewer service is no longer being provided to the customer at that service location.

(B) The city shall prepare a semi-annual schedule of sewer user final accounts which it has determined to be uncollectible. The schedule shall consist of the following:

(1) (a) For bills becoming due prior to July 1, 1988, a certified list of all sewer user final accounts for which the outstanding fees and penalties together are \$25 or less and which are at least 120 days delinquent and which the department has determined to be uncollectible;

(b) For bills becoming due after July 1, 1988, a certified list of all sewer user final accounts for which the fees and penalties together are \$25 or less and which are at least 120 days delinquent and which are not subject to lien under IC 36-9-23-31 through IC 36-9-25-11 and which the city has determined to be uncollectible;

(2) A statement setting forth the efforts that have been made to collect such accounts and a statement that all such efforts have been unsuccessful;

(3) A statement, including the reasons therefor, that the city believes it is economically not feasible to pursue collection measures on such accounts.

(C) The semi-annual schedule shall be submitted to the City Council, which by resolution may declare accounts listed in the schedule as uncollectible and may authorize the city to cease further collection procedures and expense the amounts outstanding on the accounts as bad debts.

(D) The semi-annual schedule prepared by the city and the resolution adopted by the Board shall be forwarded to the City Council for final approval. A sewer user account may be deemed uncollectible only if the Council shall approve the Board's resolution.

RATES AND CHARGES

§ 51.70 SCHEDULE OF USER CHARGES.

(A) *Statement of acquisition.* On or around July 22, 2021, the City of Fishers (the "city") entered into a certain Asset Purchase Agreement ("Agreement") with Hamilton-Southeastern Utilities, Inc. ("HSE"), whereby the city generally acquired all assets of HSE, including, without limitation, all current and future customers of HSE within its service area in and around Fishers (the "HSE Service Area"). Prior to the acquisition, HSE assessed customers within the HSE service area certain rates and charges pursuant to a tariff approved by the Indiana Utility Regulatory Commission on or around April 10, 2019, Cause No. 45135 ("HSE Tariff"), and the city assessed customers within its service area (the "Fishers service area") certain rates and charges pursuant to its rate ordinance approved by the Common Council for the City of Fishers on December 21, 2015, Ordinance 101915 ("Fishers Sewer Rate Ordinance"). The HSE service area and Fishers service area are further defined and depicted in Ordinance 101121A, adopted by the Common Council on November 15, 2021, which is incorporated herein by reference. The city committed to not raise sewer rates and charges in either the Fishers service area or HSE service area in order to complete the acquisition. Accordingly, the city has incorporated and will initially assess ratepayers in the HSE service area the same charges and rates as provided by the HSE Tariff, and will initially assess ratepayers in the Fishers service area the same rates and charges as provided in the Fishers Sewer Rate Ordinance. The rates and charges for each schedule apply the same to customers whether they reside inside or outside the corporate boundaries of Fishers, but the difference in rates between the Fishers service area and HSE service area is \$8.79 or approximately 26%.

(B) *User charges- District 1 (formerly Fishers) service area.* Users in the District 1 service area shall pay a monthly user charge based on an equivalent user charge factor of one equivalent dwelling unit ("EDU"). The monthly equivalent user charge for a single-family residential user is hereby fixed and established at \$34.00. The units listed below will pay a monthly user charge based on the multiplication of the decimal times \$34.00 unless, at the City Controller's

discretion, the bill has been prorated due to the sale of the property. The prorated amounts from the seller and buyer will not pay a sum that totals less than \$34.00. The equivalent user charge of \$34.00 may, from time to time, be updated and changed by the city as an amendment of this section. Users in the District 1 service area shall pay the following rates and charges for sewer service:

(1) Schedule I - general service rates.

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$34.00
Two family residence (duplex)	\$68.00
Townhomes	\$34.00
Multi-Family and Apartments (per unit) (.7)	\$23.80

(b) *Metered rates for one month consumption periods - all non- residential users.*

All non-residential customers in District 1 of the city's sewage treatment utility who are also serviced by Citizens Water, shall pay a monthly sewer user charge equal to \$3.78 for each 1,000 gallons of water as metered by Citizens Water. This sewer user charge shall be in lieu of the standard residential rates which are applicable to residential customers in District 1. This non-residential, metered rate is equivalent to the current standard rate of \$34.00 per equivalent dwelling unit, which is also the minimum monthly rate per user.

(c) *Non-metered rates for one month consumption periods - all other non- residential users.*

This section applies to non-residential users who are not billed based on water meter readings. Beginning March 1, 2025, all new non-residential customers will be billed under this subsection, with a minimum of 2 EDUs for each non-residential customer. New non-residential customers include those non-residential customers that have a change in ownership, tenant, use, or remodel.

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	\$68.00 minimum
Non-residential, non-metered customers in District 1 will have a monthly rate equal to \$34.00 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(B), Schedule III. The minimum monthly rate for non-residential, non-metered users will be no lower than two (2) equivalent dwelling units.	

(2) *Schedule II - tariff.*

(a) *Contributions and charges.* When the city's sewage facilities are capable of servicing an area of property within its jurisdiction, and such area or property has not been previously connected, contributions and charges on behalf of the unconnected property shall be required as follows:

1. *Application fee.* A charge of \$100 per EDU, based upon the use proposed for the property, shall be charged as an application fee and shall be due at the time the application is made for sanitary sewerage service to the applicant. The application fee shall be used to reimburse the costs incurred by the city for personnel, equipment and consultants necessary to effect an appropriate review of the application. The application shall be in a form approved by the city's Board of Public Works and Safety.

2. *Availability charge.* A charge of \$2,400 per EDU, based upon the use proposed for said property. The equivalent number of dwelling units in the case of users or units other than single family residences shall be determined as provided in § 51.70(B), Schedule III. The number of equivalent units for situations not covered by the table will be determined by the Board of Public Works and Safety.. Notwithstanding any other provisions contained herein to the contrary, the city may contract with the owner or developer for an additional availability charge for treatment plant capacity, to be collected in advance by the city for purposes of expanding the capacity of the sewage treatment plant to meet such owner's or developer's needs. The availability charges, where applicable, shall be paid in cash upon application for a building permit.

3. *Connection charge.* A charge of \$250 per EDU is hereby imposed. It is the intention of this chapter that the connection charges are to be paid by the individual builder, lot owner or customer and that these charges are in addition to the described contributions and charges. These charges are for the cost incurred as set out in the definitions. The connection charge shall be paid at the time the building permit is obtained. The number of equivalent dwelling units shall be determined as provided in § 51.70(B), Schedule III.

4. *Fats, oils and grease ("FOG") charge.*

Customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG in the amount of \$30 per month. The FOG charge supports the additional costs of administering, monitoring and treating the excessive waste associated with FOG.

If violations of City's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.

(3) *Schedule III - EDU equivalency chart.*

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0

04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2
13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers Board of Public Works & Safety (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers Board of Public Works & Safety		

(C) *User charges- District 2 (Formerly HSE) service area.* Users in the District 2 service area shall pay the following rates and charges for sewer service.

(1) *Schedule I - general service rates.*

(a) *Non-metered rates for one month consumption periods - residential.*

<i>TYPE OF SERVICE</i>	<i>RATE PER MONTH</i>
Single family residence	\$42.79
Two family residence (duplex)	\$85.58
Townhomes	\$42.79
Multi-Family and Apartments (per unit) (.7)	\$29.95

(b) *Non-metered rates for one month consumption periods - all non- residential users.*

TYPE OF SERVICE	<i>RATE PER MONTH</i>
Commercial, industrial, retail, office	<i>\$85.58 minimum</i>
Non-residential, non-metered customers in District 2 will have a monthly rate equal to \$42.79 per equivalent dwelling unit multiplied by the number of equivalent dwelling units or fraction thereof as defined in § 51.70(C), Schedule III. The minimum monthly rate for non-residential users will be no lower than two (2) equivalent dwelling units.	

(c) *Wholesale Private Utility Customers.*

Wholesale private utility customers shall be charged at the rate stipulated in the latest wholesale service agreement. As of March 1, 2025, this rate is \$3.20 per 1,000 gallons of wastewater discharged into the City's wastewater facilities.

(d) *Sewer tracker.* The sewer tracker, occasioned solely by changes in the cost of sewage disposal service, is \$4.75 per EDU per month for District 2. The tracker is applicable to the rates and charges in § 51.70(C), Schedule I, and is **included in** the base rates and charges **as shown** in that division.

(2) *Schedule II - tariff.*

<i>TYPE OF FEE</i>	<i>FEE AMOUNT</i>
(a) Application fee.	
Fee per equivalent dwelling unit for the review of connection plans	\$100.00
(b) System development charge.	
Fee per equivalent dwelling unit for capital improvements to the utility's system	\$4,471.00

(c) Connection fee.	
Fee per equivalent dwelling unit connecting to the utility's system	\$305.00
(d) Re-connection fee.	
Fee per physical connection for re-connection following disconnection for failure to pay sewer bill	\$305.00
(e) Fats, oils and grease ("FOG") charge.	
Applicability: customers that qualify as a FOG facility, shall be subject to a monthly charge for FOG. The FOG charge will support the additional costs of administering, monitoring and treating the excessive waste associated with FOG.	\$30.00 per month
Additional charge: if violations of city's FOG rules occur, monthly inspections will commence at a cost of \$90.00 per inspection until the violations cease.	

(3) *Schedule III - EDU equivalency chart.* Ratio of sewer usage of single-family residence to other types of uses: a single-family residence is equivalent to 300 gallons per day.

TYPE OF SERVICE		EQUIVALENT DWELLING USAGE
01	Single family residence	1.0
02	Two family residence (duplex)	2.0
03	Townhomes	1.0
04	Multi-family and apartments - per unit	.7
05	Mobile homes- per unit	.8
06	Motels and hotels - per unit (Restaurant, see below)	.4
07	Service clubs and churches - per 200 members or fraction thereof:	
	Without kitchen	1.0
	With kitchen	2.0
08	Office use - per 1,000 square feet	.5
09	Health service office - per exam room	.6
10	Personal care - per chair	.4
11	Restaurant - per seat	.1
	Food drive-in - per car space	.2
	Fast food - per employee	.2
12	Food and drug retail service - per employee	.2

13	Laundry- per washer	1.3
	Car wash - per bay	2.0
14	Fueling station	1.5
15	Retail sales and service - each three employees or fraction thereof	1.0
16	Manufacturing - per eight employees - sanitary use only	1.0
	Manufacturing - process (case-by-case basis)	
	Warehouses - per 40,000 square feet	1.0
17	Bars and cocktail lounges - per seat - without restaurant	.05
18	Bowling alley - per alley	.4
19	Bowling alley with bar - per alley	2.0
20	Dentist office - per chair	1.4
21	Physician's office - per examining room	.6
22	Schools with gym and cafeteria - per student	.06
	Without gyms and cafeteria - per student	.04
23	Swimming Pool (Public or Membership-Based) – per 1,000 square feet water surface	1.9
24	Other uses as determined by Fishers (case-by-case basis)	
Ratios indicated above are subject to change by City of Fishers		

(D) *Methods of payment; transaction and other fees.* Payments to the utility for any purpose may be made by the financial instruments authorized by the utility in accordance with I.C. 36-1-8-11. If there is a charge to the utility for the use of a financial instrument, the utility may collect a sum equal to the amount of the charge from the person who uses the financial instrument. If there is a vendor transaction charge or discount fee, whether billed to the utility or charged directly to utility's account, the utility may collect from the person using the card an official fee that may not exceed the transaction charge or discount fee charged to the utility by bank or credit card vendors in accordance with I.C. 36-1-8-11.

§ 51.71 (RESERVED).

§ 51.72 BILLING OF SERVICE CHARGES.

(A) *Billing period.* User charges for sewer service shall be prepared and billed each month by the city and shall be payable to the City Controller's office no later than the date reflected on the user's monthly bill.

(B) *Liability for payment.* The rates and charges for all owner-occupied single family homes, townhome, duplex and quadplex properties shall be billed to the owner of the property.

For properties that are not single family homes, townhomes, duplexes or quadplexes, the rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with the Indiana Code. The owners of properties which are occupied by a tenant or tenants shall have the right to examine the collection records of the city for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) *First billings.* The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Controller has been notified to initiate the billing process. The fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) *City subject to charges.* For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) *Late fees.* All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works and Safety.

(F) *Deposits to ensure payment of sewer funds; refunds; forfeitures.*

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works and Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works and Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within 60 days after the termination of the depositor's use or ownership of the property served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

§ 51.73 FEE FOR PREPARING AND FILING LIENS.

There is hereby established a new fee in the amount of \$60 for the preparation and filing of liens for unpaid sewage bills. Such fee is based upon the following:

(A) The time expended by the involved departments of the city in order that the lien to be filed is accurate and than any and all notices have been properly served on the delinquent sewer customer which equates to \$10 per incident;

(B) The cost of filing with the county which is \$50 in total for filing and releases. Such fee shall be added to any delinquency and become a part of the lien upon its filing.

EXEMPTIONS FROM SEWER BILLING

§ 51.80 WATER LINES USED STRICTLY FOR IRRIGATION PURPOSES EXEMPT FROM SEWER BILLING.

(A) Application for exemption. Any commercial customer of the City Sewage Treatment Facilities who has a metered water line used exclusively for irrigation purposes may apply to the City Controller on an application form approved by the Controller, for an exemption from any sewer billing associated with the use of such line. Upon the presentation of such application by such commercial customer, and following review by the Controller, the Controller may issue such exemption in writing to the applicant. Any exemption so issued shall be reviewed on an annual basis.

(B) Termination of exemption. In the event that a commercial customer granted an exemption discontinues the use of a metered water line for irrigation purposes only, it shall be the responsibility of such commercial customer to notify the Controller immediately, whereupon the exemption granted by the Controller shall be terminated in writing to the commercial customer.

(C) Commencement of exemption. No exemption from the existing policies and procedures of the city regarding the calculation of sewage bills shall commence until the exemption letter is issued by the Controller. It is the intent of this subchapter that any exemptions granted shall act prospectively and not retroactively.

PENALTIES

§51.99 PENALTY FOR VIOLATION

(A) Any person who violates or fails to comply with any provision of this Chapter 51 or of the rules and regulations of the Board of Public Works & Safety or administrative orders pertaining thereto, shall be subject to a fine of up to \$2,500 per day for the first violation and up to \$7,500 per day for the second and subsequent violations. Each day that such violation(s) or noncompliance continues shall constitute a separate offense.

(B) The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(D) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(E) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a use.



Council Action Form

MEETING DATE	January 13, 2025			
TITLE	Request to Approve an Amendment Chapter 51 (Sewer Use) of the City of Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Jeremy Schmitt, Sanitary Engineer Department: Engineering			
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 #: 011325A		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	
	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: Lindsey M. Bennett	
BACKGROUND (Includes description, background, and justification)	The City of Fishers Sewer Use Ordinance is in need of some updates to comply with current law and current practices. These changes include: • Updates to pretreatment requirements for: ○ flammable or explosive substances ○ pH ○ temperature • Adds that wastewater facility oversizing reimbursement will not be considered when wastewater facilities are only being extended across the property being developed. • Various updates to Rates and Charges as follows: ○ Eliminates discrepancies within rate schedules ○ Adds additional user categories ○ Cleans up differences between the two rate districts which are now being referred to as the following: ▪ District 1 (formerly Fishers legacy service area) ▪ District 2 (formerly HSEU service area) ○ Creates a monthly minimum charge of 2 EDUs for new non-residential customers in District 1. These customers will be billed based on equivalent EDUs rather than water usage. This matches District 2. ○ Creates a mechanism for non-residential customers in District 1 to be moved from a meter-based billing system to an EDU based billing system. ○ Adds a fats, oils, and grease (FOG) facility charge for non-residential customers in District 1 who require a FOG facility. This matches District 2. ○ Clarifies non-residential billing procedures and responsibilities where tenants are involved. ○ Updates charges for preparing and filing liens. • Various changes required by the state for the City's NPDES Permit	
	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve
	2.	Reject
	3.	
	4.	

PROJECT TIMELINE	Become effective March 1, 2025
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Ordinance.
SUPPLEMENTAL INFORMATION (List all attached documents)	Exhibit A – Proposed Sewer Use Ordinance



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Request to Add Section 35.60 to the City of Fishers Code of Ordinances (Public Records)			
SUBMITTED BY	Name & Title: Lindsey M. Bennett, Corporation Counsel Department: Law			
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 #: 022425E		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	
	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: Lindsey M. Bennett	
BACKGROUND (Includes description, background, and justification)	The City receives hundreds of public records requests each year and strives to timely respond to each request and fully comply with the Access to Public Records Act (the "Act"). Unfortunately, some individuals and entities utilize the Act and request records from the City to further their commercial interests, and as a result City staff expend substantial time and resources to respond to those requests. The Act permits the City to pass an ordinance limiting the use of public records to non-commercial uses and so the City is requesting City Council approve the imposition of such restriction on public records requests.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Reject
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Ordinance.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

ORDINANCE NO. 022425E

**AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL CREATING AND
ADDING SECTION 35.60 TO THE FISHERS CODE OF ORDINANCES (PUBLIC RECORDS)**

WHEREAS, Indiana Code ("I.C.") § 5-14-3-1 et seq., the Access to Public Records Act (the "Act"), provides that a person has the right to access information regarding the government and the official acts of public officials and employees, and that government officials have a responsibility to provide that information;

WHEREAS, the City of Fishers ("City") makes every effort to comply with the Act;

WHEREAS, the City receives requests for public records from individuals and entities that use or intend to use public records from the City's electronic data storage systems for commercial purposes;

WHEREAS, in order to respond to a request for public records, contained in the City's electronic data storage systems, the City commits considerable, time, resources, and taxpayer money;

WHEREAS, I.C. § 5-14-3(e) specifically permits the City to prohibit the use of public records requested under the Act that are used for commercial purposes;

WHEREAS, under I.C. § 5-14-3-3(e) the definition of "commercial purpose" includes: "to sell, advertise, or solicit the purchase of merchandise, goods, or services, or sell, loan, give away, or otherwise deliver the information obtained by the request to any person for these purposes"; and

WHEREAS, the provision of public records for commercial purposes is not an essential function of a representative government, and such provision unnecessarily exhausts public resources for the benefit of for-profit businesses.

NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

Section 1. Section 35.60 is hereby created and added to the City of Fishers Code of Ordinances as follows:

§35.60 Public Records – Commercial Use

Any individual or entity receiving public records or information, pursuant to a request made under I.C. § 5-14-3-3(d), shall not use the records or information for commercial purposes. This prohibition does not apply to the use of such records in connection with the preparation or publication of news, for nonprofit activities, or for academic research. A person who uses information in a manner contrary to this Section may be prohibited by the City from obtaining a copy of

any further data under I.C. § 5-14-3-3(d).

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ALL OF WHICH IS SO ORDAINED BY THE COMMON COUNCIL OF FISHERS,
INDIANA THIS 24th DAY OF February 2025.

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

022425E

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 24th day of February 2025 at _____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

February 24, 2025
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey Bennett, Corporation Counsel, 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	February 24, 2025			
TITLE	A request to Approve an Amendment to Chapter 35.30 of the City of Fishers Code of Ordinances (Fee Schedule).			
SUBMITTED BY	Name & Title: Lindsey Bennett, Corporation Counsel			
	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 #: 022425		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: Lindsey Bennetl</i>		
BACKGROUND (Includes description, background, and justification)	Indiana Code allows cities/police departments to charge on a per minute basis, up to \$150 for copies of law enforcement recordings. FPD has reviewed the cost of retrieving the data, the labor involved with reviewing and redacting each video, as well as review by the law department and has determined that the cost should be \$.62/minute for FPD review and \$.92/minute for attorney review, for each video that is requested. This is an updated cost from last year based on current salaries of the reviewing staff. Additionally, the Parks Department permits certain special events at Geist Waterfront Park that necessitate the presence of lifeguards. This ordinance adds a fee in the amount of \$19.00 per hour per Lifeguard for the special events.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold first reading	
	2.	Provide an alternative direction	
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)			
SUPPLEMENTAL INFORMATION (List all attached documents)			

ORDINANCE NO. 022425

**AN ORDINANCE OF THE CITY OF FISHERS, INDIANA AMENDING SECTION 35.30,
FEE SCHEDULE, OF THE FISHERS CODE OF ORDINANCES**

WHEREAS, City of Fishers Ordinance, Title III, Administration, Chapter 35, City Policies, provides for the imposition and collection of various fees by the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, Indiana Code §5-14-3-1 *et seq.* allows for cities to charge 105% of the sum of the cost of (1) the initial development of a program, if any; (2) the labor required to retrieve the electronically stored data; (3) the labor required in a law enforcement recording to (A) obscure nondisclosable information and (B) perform an administrative review to determine if all nondisclosable information has been obscured; and (4) any medium used for electronic output for providing a copy of electronically stored data, up to one hundred fifty dollars (\$150);

WHEREAS, the Fishers Police Department has reviewed the cost of labor to provide law enforcement recordings, to retrieve the data, to obscure nondisclosable information, to perform an administrative review of the video and has determined that the cost of providing a copy of law enforcement recordings should be, for each video requested, \$.62 per minute for the duration of the video for police department review and \$.92 per minute for the duration of the video for attorney review, up to a maximum of \$150.00 (“Video Recording Copy Fee”);

WHEREAS, the City through the Fishers Parks Department (“Parks Department”) owns and operates Geist Waterfront Park;

WHEREAS, the Parks Department permits special events to be held at Geist Waterfront Park that necessitate qualified lifeguards to be present; and

WHEREAS, the City desires to amend Section 35.30 to update the Video Recording Copy Fee and create a fee so that the Parks Department can provide lifeguards at events where they are necessary.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

Section 1. Section 35.30 (A) is hereby amended to the following:

Schedule I

Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Copy and Police Department Review	\$.62 per minute of the video, up to \$150
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Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Attorney Review	\$.92 per minute of the video, up to \$150
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Section 2. Section 35.30(F) is further amended to include the following:

(F) There is established a schedule of fees for the Department of Parks and Recreation special events.

Lifeguards	\$19/hour per lifeguard
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Section 3. All other provisions of Fishers’ ordinances or policies not in conflict with or specifically changed by this amendment shall remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and upon its adoption and publication in accordance with Indiana law.

ALL OF WHICH IS SO ORDAINED BY THE COMMON COUNCIL OF FISHERS, INDIANA THIS 24th DAY OF FEBRUARY 2025.

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

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ **2025** 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, Corporation Counsel, 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	February 24, 2025			
TITLE	Request to Create and Add Chapter 163, Home Rental Registration & Permitting Program, to the Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff			
	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 #: 022425A		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> Lindsey Bennett	
BACKGROUND (Includes description, background, and justification)	For Council's review and approval is an addition to the Code of Ordinances, Chapter 163, Home Rental Registration & Permitting Program. This Ordinance requires owners of single-family homes and townhomes (as defined herein) that are let for occupancy as a rental unit to register the rental unit with the City and obtain a permit for the operation of the rental unit. This ordinance does not apply to short-term rentals and does not prohibit HOAs from adopting more restrictive requirements in their covenants. Several exemptions from this ordinance exist under the definition of Home Rental Unit and the ordinance would not apply in those circumstances. Beginning January 1, 2026, all single-family homes and townhomes that are let for occupancy within the City shall be registered and permitted. The registration shall serve as the application for permit and the permit will be granted as long as the owner has fully completed the registration and the owner or the property (1) is in compliance with all City ordinances, (2) is current on all City utilities, (3) has not been subject to more than 7 public safety calls for service, and (4) less than 10% of the homes in the subdivision where the home is located are registered and permitted as home rental units. Single-family homes and townhomes that are currently being leased have until December 31, 2025, to register their property and those rental units would not be subject to the 10% cap until those homes are sold in the future. Failure to register by December 31, 2025, will result in a \$250 fine. Operating a home rental unit without a permit will result in a \$1,000 fine for the first violation and \$5,000 - \$7,500 for the second and subsequent violations.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold 1 st Reading
	2.	Provide an alternative direction
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION	Hold 1 st Reading	

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	Ordinance Exhibit A - Chapter 163

CHAPTER 163 HOME RENTAL REGISTRATION & PERMITTING PROGRAM

§ 163.01 PURPOSE AND APPLICABILITY.

(A) The Home Rental Registration & Permitting Program is adopted for the following purposes:

- (1) To ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units;
- (2) To facilitate enforcement of the City of Fishers Code of Ordinances Title XV;
- (3) To protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown;
- (4) To assist in the elimination of blight, to promote maintenance of homes, and to thereby ensure public health, safety and welfare; and
- (5) To encourage home ownership and the social benefits it brings, including civic engagement, community investment, improved health, and reduced crime.

(B) The Home Rental Registration & Permitting Program applies to all home rental units located within the corporate boundaries of the City of Fishers. It does not apply to any property regulated as a “short term rental” property under Indiana Code §36-1-24-1 et seq. Nothing in this Chapter prevents a homeowner’s association from enacting more restrictive requirements in its covenants.

§ 163.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BENEFICIAL OWNER. Any person, agent, or organization who, directly or indirectly (1) exercises substantial control over a home rental unit; or (2) owns or controls not less than 25% of the ownership interests of the owner or beneficial owner.

HOME RENTAL UNIT. A single-family home or townhome let for occupancy in entirety by an owner or beneficial owner. This definition does not include the following arrangements, unless the arrangements are created to avoid application of this chapter:

- (1) Occupancy by the purchaser of a single-family home or townhome under a contract of sale, provided the contract for sale is properly recorded with the Hamilton County Recorder’s Office;
- (2) Occupancy in a rectory or parsonage by a person(s) generally assumed to occupy such a dwelling;
- (3) Rental of a single-family home or townhome where the owner(s) resides in the single-family home or townhome and leases to individuals or a family while they are absent from the City of Fishers for short periods of time, not to exceed one year, and who

intends to return to their single-family home or townhome at the expiration of the lease period;

(4) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has been relocated by their employer in excess of fifty (50) miles from the location of the single-family home or townhome in the last year;

(5) Rental of a single-family home or townhome where the owner or owner(s) who resided in the single-family home or townhome are active members of the military and have been deployed;

(6) Rental of a single-family home or townhome where the owner(s) who resided in the single-family or townhome has experienced a death, divorce, transfer to assisted living or other life situation which has necessitated them to vacate the single-family home or townhome in the last year and they would experience an undue hardship if they sold the single-family home or townhome;

(7) Rental of a single-family home or townhome where the tenant is a legal dependent of the owner(s) of the single-family home or townhome;

(8) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has, in the last year, listed the single-family home or townhome on the multiple listing service (MLS) for more than six (6) months and has been unable to sell the single-family home or townhome; and

(9) Rental of a single-family home or townhome that is located in a subdivision developed and built with the intention of all single-family homes or townhomes located in the subdivision being inhabited by a tenant and not an owner.

HOME RENTAL PERMIT. A permit, issued by the Director of the Department of Planning & Zoning or his or her designee under this chapter, authorizing the owner to let for occupancy a home rental unit.

LEGACY UNITS. Home rental units existing within a subdivision on or prior to the effective date of this ordinance for which the owner has submitted a complete initial registration by December 31, 2025.

LEGAL DEPENDENT. Natural born or adopted children, spouses, household members covered by conservatorship or guardianship or those other adults claimed on tax returns as legal dependents.

LET FOR OCCUPANCY. To permit, provide, or offer possession or occupancy of a single-family home or townhome by an owner or beneficial owner to a third party pursuant to a written or unwritten lease, agreement or license, or pursuant to an unrecorded contract for sale.

OWNER. Any person, agent, or organization having a legal interest in a single-family home or townhome; or recorded in the official records of the Hamilton County Recorder's Office as holding title to a single-family home or townhome; or otherwise having control of a single-

family home or townhome, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of a single-family home or townhome by a court. For the purposes of this chapter, a person with a lease hold interest or an unrecorded contract for sale shall not be considered an owner.

RENTAL UNIT COMMUNITY. One or more parcels of contiguous real property upon which are located one (1) or more structure containing rental units, if (1) the combined total of all rental units in all of the structures is five (5) or more rental units and (2) the rental units are not occupied solely by the owner or the owner's family.

SINGLE-FAMILY HOME. A detached residential dwelling unit.

SUBDIVISION. A neighborhood or other similar residential development of ten (10) single-family homes or more, or ten (10) townhomes or more, that has been approved by the City of Fishers as a plat bearing the same name with different phases or as a Planned Unit Development, as shown on the Hamilton County, Indiana parcel card/property report under "Subdivision" or "Subdivision Name".

TENANCY AGREEMENT. All agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a home rental unit.

TENANT. Any person entitled to occupy a home rental unit under a tenancy agreement to the exclusion of others.

TOWNHOME. A multi-story residential unit designed for one family that shares one or more common walls with another similar residential unit and is located on its own lot, tract or parcel of real estate.

§ 163.03 REQUIREMENTS

No owner shall let for occupancy a home rental unit without first, in accordance with §163.04 and §163.05:

- (A) Registering the home rental unit with the Department of Planning & Zoning; and
- (B) Obtaining a home rental permit from the Department of Planning & Zoning.

§ 163.04 REGISTRATION OF HOME RENTAL UNITS

(A) An owner of a home rental unit must register all home rental units. Registration of a home rental unit shall be effected by furnishing the Department of Planning & Zoning upon a form supplied by the Department of Planning & Zoning, the following information:

- (1) Name(s) of all owner(s);
- (2) Name(s) of all beneficial owner(s);
- (3) Street address of owner(s);
- (4) Phone number of owner(s);

- (5) Email address of owner(s);
 - (6) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the owner(s) in regard to the home rental unit, including service of process;
 - (7) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental unit; and
 - (8) Whether the owner or single-family home or townhome:
 - (a) has been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
 - (b) is current on all City of Fishers utility invoices (sanitary sewer, trash, and stormwater); and
 - (c) has been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.
- (B) By listing a street address of the owner(s) in the home rental unit registration, the owner(s) thereby consents to service of process at that address.
- (C) Any owner(s) who does not reside in or have their principal place of business in Indiana shall designate and list an in-state agent under subsection (a)(6).
- (D) The home rental unit registration form shall be signed by the owner(s) and not the owner's agent.
- (E) Whenever an owner(s) or agent changes his contact information (mailing address, phone number or email address) it shall be his responsibility to provide the Department of Planning & Zoning with an updated home rental unit registration form. All updated registration forms shall be signed by the owner and not the owner's agent.
- (F) Whenever ownership of the home rental unit changes and the new owner intends to let the unit for occupancy, the new owner shall re-register the unit with the Department of Planning & Zoning within thirty (30) days of obtaining title to the home rental unit. Each parcel of property on which a home rental unit is located requires a separate registration.
- (G) All current owners shall submit an initial registration application for any and all existing home rental units by December 31, 2025. Thereafter, any owner shall have thirty days (30) days from obtaining ownership in a home rental unit, to register that home rental unit.

§ 163.05 HOME RENTAL UNIT PERMITS

- (A) The Department of Planning & Zoning shall treat a home rental unit registration form as an application for a home rental unit permit. Only one (1) permit is required for a rental unit community.

(B) The Department of Planning & Zoning shall issue a home unit rental permit to the home rental unit's owner(s) if and only if all of the following criteria are satisfied:

- (1) The home rental unit registration form contains all of the information required by §163.04.
- (2) The owner or single-family home or townhome:
 - (a) has not been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
 - (b) is current on all City utility invoices (sanitary sewer, trash, and stormwater); and
 - (c) has not been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.

If the owner or property has been found in violation of (B)(2)(a)-(c), the Director of Department of Planning & Zoning may determine in his or her discretion that the public interest nevertheless supports issuing a home rental unit permit.

- (3) At the time the home rental unit permit would be issued, less than ten percent (10%) of the homes in the subdivision are registered and permitted as home rental units. This subdivision (B)(3) shall not apply to Legacy Units as defined in this chapter but shall apply to any home rental unit registered after December 31, 2025.

(C) A rental unit permit shall not expire until the ownership of a home rental unit changes. If the ownership of the home rental unit changes, the new owner may apply for a new home rental unit permit.

(D) Home rental unit permits may not be sold, transferred, or otherwise alienated.

(E) The Department of Planning & Zoning shall not charge a fee to obtain a home rental unit permit.

(F) A denial of home rental unit permit may be appealed under §163.99.

§ 163.06 REVOCATION OF HOME RENTAL UNIT PERMIT

A home rental unit permit may be revoked under the following circumstances:

- A. Failure to correct violations within the time specified in a Notice of Violation issued pursuant to this chapter;
- B. Any other violation of Title XV of the Fishers Municipal Code;
- C. Continued delinquency of City utility bills; or
- D. Any specific provisions of the city ordinances that place undue burden on public safety resources (i.e. more than seven (7) calls for service to public safety).

The Director of Planning & Zoning may send evidence of §163.06 to the City's Law Department and the City Law Department may bring an action in the name of the City of Fishers

in Fishers City Court or in Superior or Circuit Court of Hamilton County to revoke a home rental unit permit.

§ 163.99 PENALTIES AND REMEDIES

(A) Beginning January 1, 2026, any owner who fails to register a home rental unit or provides false or incomplete information on the home rental unit registration form in violation of §163.04 commits a civil violation and shall pay to the City a civil monetary fine in the amount of \$250.

(B) Any owner who lets for occupancy a home rental unit in violation of §163.05 commits a civil violation and shall submit their tenancy agreement to the City and pay to the City a civil monetary fine in the amounts as follows:

(1) First violation - \$1,000.

(2) Second and subsequent violation – not less than \$5,000 nor more than \$7,500.

(C) A violation continues to exist until corrected and verified by the Director of the Department of Planning & Zoning. Correction includes, but is not limited to any or a combination of:

(1) Cessation of an unlawful practice;

(2) Remediation of a violation;

(3) Payment of fees or fines;

(4) Vacancy of a home rental unit; and

(5) Other remedy acceptable to the city.

(D) The Director of the Department of Planning & Zoning may issue a Notice of Violation to any owner who commits a civil violation under this Chapter. The Notice of Violation may be served by personal service, by certified mail or by placement in a conspicuous place on the home rental unit. If personal service is made, said official will, in a conspicuous manner, wear on his or her person identification of his or her employment with the City.

(E) The Notice of Violation shall serve as notice to the owner that the owner has committed a civil violation and shall include:

(1) The date of issuance;

(2) The name of the owner charged and the address of the home rental unit with respect to which the violation occurred;

(3) The civil monetary fine the City will impose for the violation and where the fine may be paid;

(4) The remedy or combination of remedies pursuant to subsection (C) and the date on which the owner shall complete the remedial action;

- (5) Contact information for the Department of Planning & Zoning; and
- (6) How to appeal the Notice of Violation.

(F) A Notice of Violation or a denial of a home rental unit permit may be appealed to the City of Fishers City Court within ten (10) days of receipt of the Notice of Violation or denial of home rental unit.

(G) If the owner does not timely file an appeal, complete corrective action, or pay the fine by the date set forth in the Notice of Violation, the Director of Planning & Zoning shall send the Notice of Violation and all supporting documentation to the head of the City of Fishers Law Department. The head of the City of Fishers Law Department shall in the name of the City of Fishers bring an enforcement action in the Fishers City Court or in the Circuit or Superior Courts of Hamilton County, for civil monetary fines and penalties and/or mandatory and injunctive relief in the enforcement of and to secure compliance with this chapter. Any such action may be joined with an action to enforce any other ordinance.

(H) An owner found to be in violation may be enjoined from letting the home rental unit for occupancy and is further liable for all civil monetary fines, court costs, and fees. No costs may be assessed against the City in any such action.

(I) Seeking civil penalties as authorized in this section does not preclude the City from seeking alternative relief from the Court in the same action or any other remedy in a separate action. The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

(J) If an owner fails to pay the civil monetary penalty or violates the terms of any other order imposed by the court, the failure shall be punishable as contempt of court.

ORDINANCE NO. 022425A

**AN ORDINANCE OF THE CITY OF FISHERS, INDIANA CREATING AND ADDING
CHAPTER 163 OF THE FISHERS CODE OF ORDINANCES
(HOME RENTAL REGISTRATION & PERMITTING PROGRAM)**

WHEREAS, the City of Fishers, Indiana (“City”) is a smart, vibrant, entrepreneurial community and, due to the City’s intentional planning, initiatives and efforts to regulate property usage and maintenance as well as public safety, is consistently listed by third party national publications as a “Best Place to Live” and one of the “Safest Cities in the United States”;

WHEREAS, the City has a significant interest in and desires: (1) to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units; (2) to facilitate enforcement of the City of Fishers Code of Ordinances Title XV; (3) to protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown; (4) to assist in the elimination of blight, to promote maintenance of homes, and to thereby ensure public health, safety and welfare; and (5) to encourage home ownership and the social benefits it brings, including civic engagement, community investment, improved health, and reduced crime;

WHEREAS, the City has thoughtfully and intentionally planned and identified locations for multi-family and other rental homes in locations across the City that are sustainable and desirable, as shown in its 2040 Comprehensive Plan;

WHEREAS, as found in the City’s 2022 housing study, the City has seen an increase in single-family homes being purchased and used as rental units and so the City recognizes the need for an organized residential rental registration program for home rental units within the City to provide an efficient and timely system of communication regarding code enforcement, fire and safety, and law enforcement for the health, safety, and welfare of all residents of the City;

WHEREAS, the City desires regulations to advance legitimate public purposes designed to protect the overall public health, safety and welfare of the City by requiring registration and permitting of home rental units;

WHEREAS, Ind. Code §36-1-20-1 *et seq.* empowers the City to adopt requirements regarding registration and permitting of rental housing with only two limitations (1) no fees for such permits and (2) no permit renewal requirements until there is a change of ownership of the property;

WHEREAS, the Common Council of the City of Fishers (“Council”) desires to adopt an ordinance in accordance with Ind. Code §36-1-20-1 *et seq.* and desires to implement enforcement measures and penalties to encourage compliance with the Home Rental Registration & Permitting Program; and

WHEREAS, the Council desires to create Chapter 163, Home Rental Registration & Permitting Program, attached hereto and incorporated here as Exhibit A, and add the Home Rental Registration & Permitting Program to the City of Fishers Code of Ordinances.

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

Section 1. Chapter 163, Home Rental Registration & Permitting Program, is hereby created as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 3. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this ____ day of _____, 2025.

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

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the _____ day of _____ 2025 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 M. Bennett, Corporation Counsel, 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



Rental Registration & Permitting Ordinance

First Reading

2/24/2025

Proposed Ordinance & Program

1 Registration & Permitting Requirement

- All single- family rentals in Fishers will require registration and a permit
- Registration = Application for Permit
- Permits will not expire (unless revoked for violations), until ownership of the property changes

2 Rental Permit Cap

- Permits will only be issued to units, if there exists less than 10% of home rental unit permits in a subdivision
- Legacy Rentals (prior to December 31st, 2025) will not be subject to the 10% cap

Start Date & Exemptions

Enforcement Date

January 1st, 2026

Exemptions (Summary)

- Renting to Family Members or Legal Dependents
- Job Relocation
- Deployed Military
- Selling Property will Cause Undue Burden
- Failure to Sell Property after 6 Months

Compliance & Enforcement

Proposed Compliance & Enforcement

- **Failure to Register** → \$250 Fine
- **Prospective Rentals Over 10% Subdivision Permit Cap** → Permit Application Denied
 - Operating Over 10% Cap:
\$1000 Fine, Escalates to \$5000-\$7500
- **Inspections:** Valid Complaint Driven

Notice of Violation

- Failure to register, violations of Title XV of Fishers Municipal Code (Land Use), Public Safety Nuisance Calls, Utility Delinquency
- **Permit Revocation:** Failure to correct violations may result in permit revocation by Fishers City Court

Registration/Permitting Components

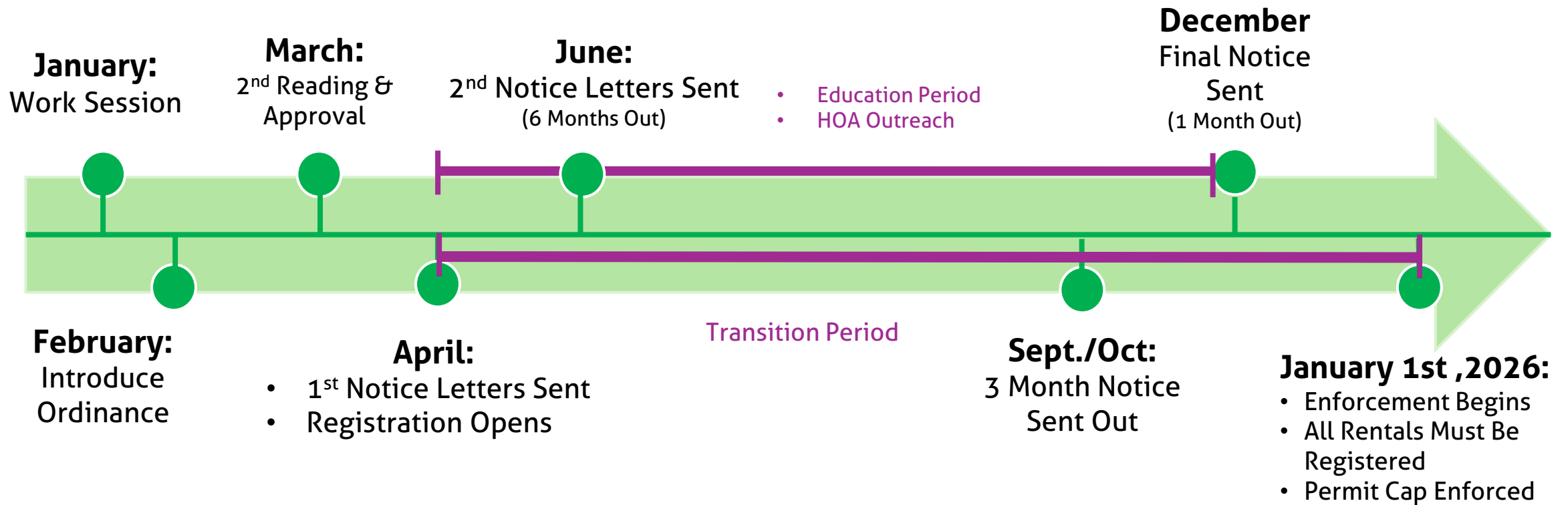
Application Requirements

- Name of All Owners/Beneficial Owners
- Street Address of Owners
- Email Address of Owners
- Local Contact
- Equivalent Info for Any Agent Authorized to Act on Behalf of Owner
- Good standing with code violation, utility delinquency, or public nuisance violations

Property Status Verification

- **Prospective Landlords/ Rental Properties**→ Real Time Verification of Rental Permit Availability
- Temporary Permit Issued to Complete Transaction, then Permanent Permit May Be Issued

Timeline & Next Steps





Rental Registration & Permitting Ordinance

First Reading

2/24/2025

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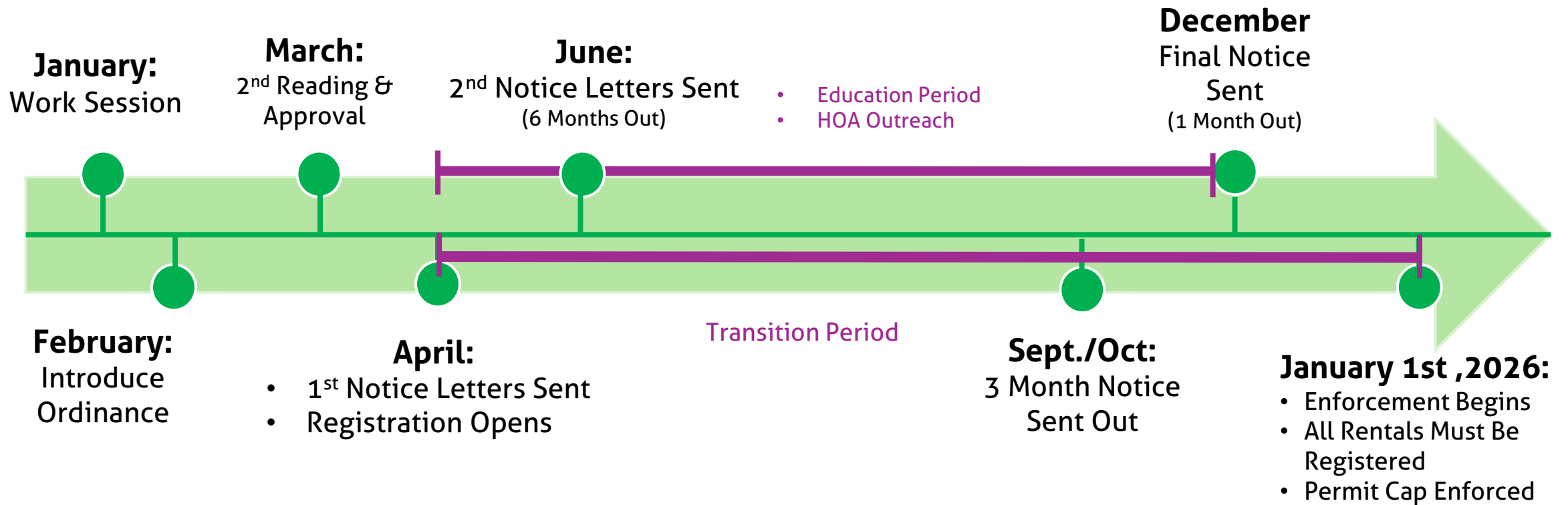
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Timeline & Next Steps





Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Consideration of a rezone of 9.15 acres from R2 to PUDR, known as the Gerardot PUD. (RZ-25-1)			
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 #: 022425B		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)	Pulte Homes request consideration of a rezone of 9.15 acres from R2 to PUDR, known as the Gerardot PUD (RZ-25-1). The Gerardot PUD will consist of 21 single-family detached homes with a 10ft common area at the rear of each lot that preserves the tree line, and two common areas. The northeastern common area will preserve existng trees and create seating areas. This PUD includeds the following parcels: Parcel No. 13-15-05-00-00-035.001 (1.43 Acres) Parcel No. 13-15-05-00-00-034.001 (3.97 Acres) Parcel No. 13-15-05-00-00-034.000 (3.75 Acres)											
	BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	<table border="1"> <tr> <td>Budgeted \$:</td> <td>N/A</td> </tr> <tr> <td>Expenditure \$:</td> <td>N/A</td> </tr> <tr> <td>Source of Funds:</td> <td>N/A</td> </tr> <tr> <td>Additional Appropriation #:</td> <td>N/A</td> </tr> <tr> <td>Narrative:</td> <td>N/A</td> </tr> </table>	Budgeted \$:	N/A	Expenditure \$:	N/A	Source of Funds:	N/A	Additional Appropriation #:	N/A	Narrative:	N/A
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Additional Appropriation #:	N/A											
Narrative:	N/A											
OPTIONS (Include <i>Deny Approval</i> Option)	<table border="1"> <tr> <td>1.</td> <td>Hold 1st Reading</td> </tr> <tr> <td>2.</td> <td>Continue</td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table>	1.	Hold 1 st Reading	2.	Continue	3.		4.				
1.	Hold 1 st Reading											
2.	Continue											
3.												
4.												
PROJECT TIMELINE	February 24, 2025 - Proposed 1st Reading - City Council March 2025 - Proposed neighborhood meeting April 2, 2025 - Elevation Approval - PUD Committee April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Proposed Final Reading - City Council											
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.											
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Petitioner Packet											

GERARDOT PROPERTIES

SINGLE-FAMILY CONCEPT PLAN
PREPARED FOR THE PULTE GROUP
EAST OF CUMBERLAND RD. & NORTH OF E. 106TH ST.
CITY OF FISHERS, HAMILTON CO., INDIANA

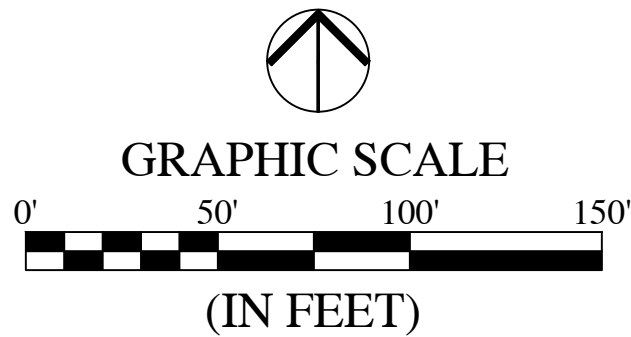
TOTAL AREA: 9.353 ACRES ± (GIS)
TOTAL NUMBER OF LOTS: 21
TOTAL LOT AREA: 4.832 ACRES ± (51.7%)
TOTAL COMMON AREA: 2.633 ACRES ± (28.1%)
TOTAL RIGHT-OF-WAY AREA: 1.888 ACRES ± (20.2%)

TYP LOT SIZE: 70' x 130' LOTS

MIN. FRONT SETBACK: Per PUD
MIN. SIDE YARD SETBACK: Per PUD
MIN. REAR YARD SETBACK: Per PUD

SUBDIVISION STREET R/W: 50'
SUBDIVISION STREET BC-BC: 30'
TOTAL LENGTH: 1,270'

POND AREA @ N.P.: 0.490 ACRES ±



Monday, December 16, 2024



ORDINANCE NO. 022425B

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AMENDING THE OFFICIAL ZONING MAP TO REZONE 9.15 +/- ACRES FROM R2 TO PUD-R FOR A PROJECT KNOWN AS GERARDOT PUD DISTRICT.

WHEREAS, this is an ordinance to amend the Official Zoning Map incorporated into Unified Development Ordinance, ("UDO"), for the City of Fishers (the "City"), previously enacted pursuant to Ind. Code § 36-7-4 *et seq.* as amended.

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. ____-____-____ as required by law in regard to the Rezone; and

WHEREAS, the Plan Commission at its _____, 2025 meeting 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, MEETING IN REGULAR SESSION AS FOLLOWS:

SECTION 1. The City's Official Zoning Map is hereby amended to designate the Real Estate, as described and shown in **Exhibit A**, to PUD-R.

SECTION 2. This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SECTION 3. The specific zoning standards, concept plans, and illustrative architectural exhibits shall be approved as shown in **Exhibit B** ("Petitioner's Packet"), attached.

SO BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA this ____ day of _____, 2025.

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

YAY		NAY	ABSTAIN
	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecila Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2025, 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: Rex Ramage, Vice President Land Planning & Entitlements, Pulte Homes of Indiana, LLC, 11595 N. Meridian Street, Suite 700, Carmel, Indiana, 46032

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." - Rex Ramage

Exhibit A – Real Estate Description and Depiction

Gerardot Property Legal Description (per ALTA dated)

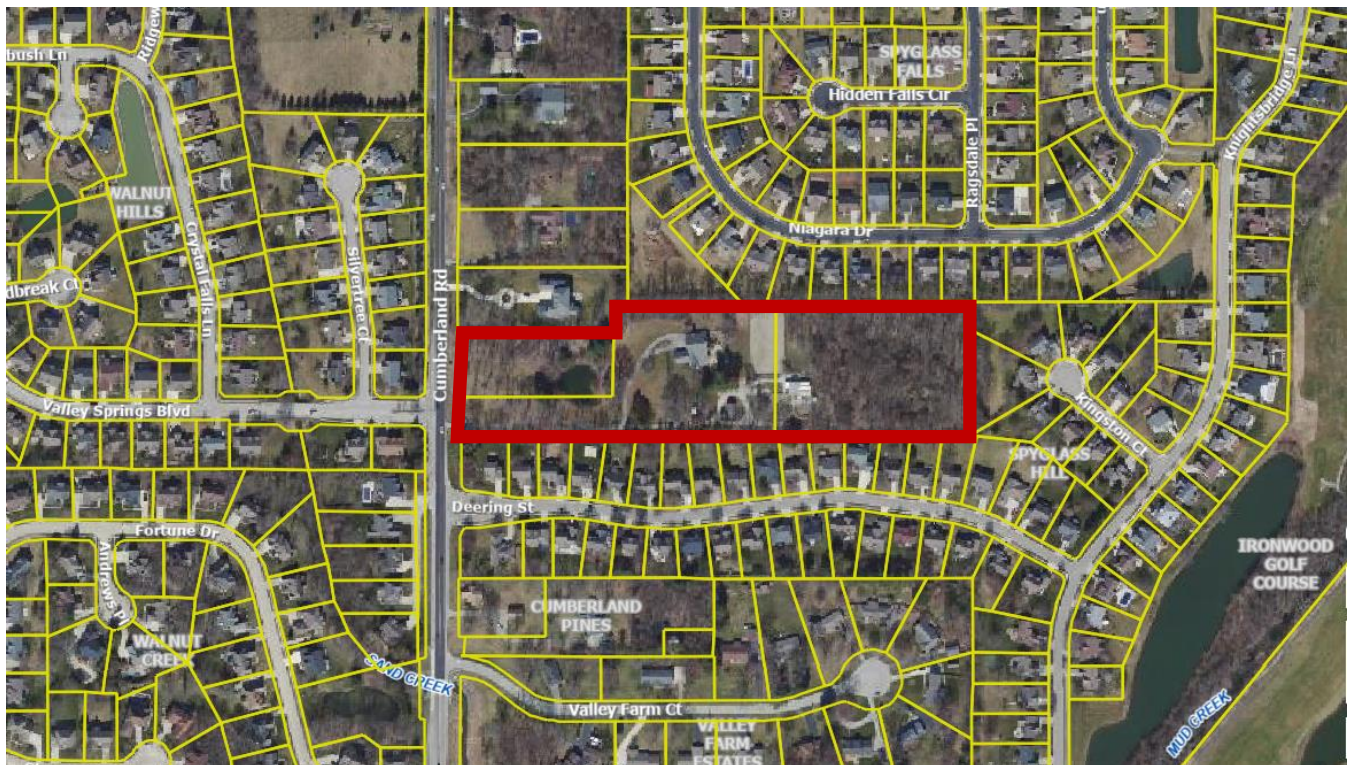
To be updated upon receipt of ALTA Survey

PIN:

Parcel No. 13-15-05-00-00-035.001 (1.43 ac)

Parcel No. 13-15-05-00-00-034.001 (3.97 ac)

Parcel No. 13-15-05-00-00-034.000 (3.75 ac)



2025

Exhibit B – Gerardot PUD



Planning & Zoning Department

City of Fishers

Ordinance: _____



A. Declaration, Purpose and Intent, Applicability, and Allowed Uses

1. Declaration

- a. Ordinance No. _____ (this "Ordinance")
- b. Adopted: _____

2. Purpose and Intent

The Unified Development Ordinance (the "UDO") of the City of Fishers, Indiana, Ordinance No. 071618F, as amended, and the Official Zoning Map of the City of Fishers, Indiana, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows:

The zoning classification of the real estate legally described in Exhibit B.1, attached hereto and incorporated herein (the "Real Estate"), is hereby designated as Planned Unit Development - Residential District (PUD-R) and shall hereafter be known as the "Gerardot PUD".

Development of the Real Estate shall be governed entirely by the provisions of this Ordinance and those provisions of the UDO specifically referenced in this Ordinance. All provisions of the UDO that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.

3. Applicability

The standards of the UDO applicable to the *R5 Residential District* shall apply to the development of the Real Estate, as shown on the Concept Plan, except as modified, revised, or expressly made inapplicable by this Ordinance. Cross-references to "Chapter", "Article", and "Section" in this Ordinance shall refer to the corresponding Chapter, Article and Section as specified and referenced in the UDO. Capitalized terms that are not otherwise defined herein and are defined in the UDO shall have the meaning ascribed to them in the UDO. An amendment to the UDO shall apply to this Ordinance unless this Ordinance has specified an alternative development or design standard, and *Sec. 1.3.6. Transition Ordinance* also shall apply to amendments.

4. Allowed Uses

All uses permitted in the *R5 Residential District* shall be permitted in the Real Estate.

B. Concept Plan

The Concept Plan, attached hereto as Exhibit B.2, is hereby incorporated. The Real Estate's Development Plan shall be substantially consistent with the Concept Plan and shall be reviewed and approved based upon compliance with the development and design standards set forth herein. If the Director determines that a Development Plan is not substantially consistent with the Concept Plan (the "Director's Determination"), then the Director shall notify the applicant in writing within ten (10) business days of receipt of the submitted Development Plan of: (1) the Director's Determination; and (2) whether the Development Plan is (a) approved; or (b) not approved (the "Director's Decision"). The Director's Decision shall be based upon the Development Plan's compatibility and consistency with the intended quality and character of the Gerardot PUD. If the Director's Decision does not approve the Development Plan, then the applicant may submit the Development Plan to the City Council for review and approval. The City Council's decision shall be made at a public meeting, but no additional public hearing shall be required.

C. Standards for the District

1. Introductory Provisions

The regulations of *CHAPTER 1. INTRODUCTORY PROVISIONS* shall apply.

2. Administration

The regulations of *CHAPTER 2. ADMINISTRATION* shall apply.

3. Zoning Districts

The regulations of *CHAPTER 3. ZONING DISTRICTS* shall apply, except as modified by this Ordinance. The total maximum number of lots within the Gerardot PUD shall not exceed 21 lots.

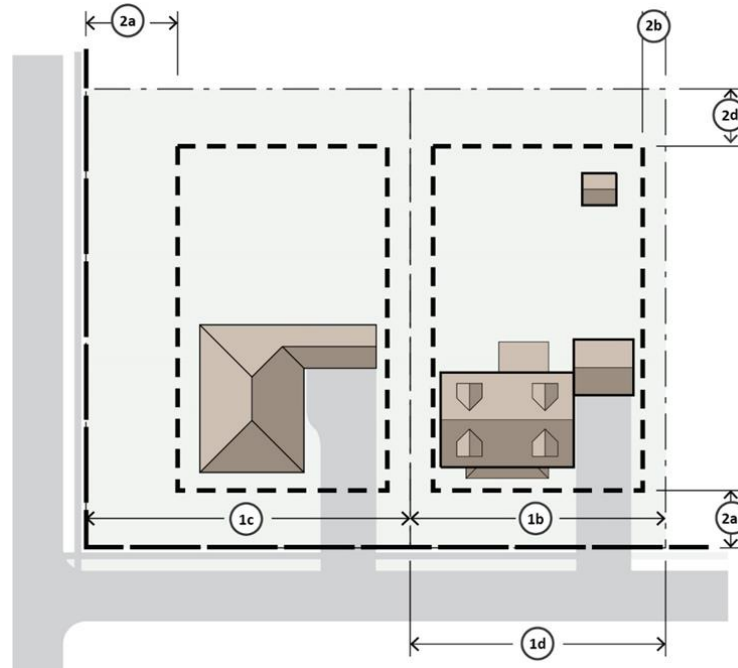
a. Article 3.1. Establishment of Zoning Districts: Shall apply.

b. Article 3.2. Residential Districts: Shall apply, except as modified below:

(1) *Sec. 3.2.6. R5 Residential District:* Shall not apply. Instead the following shall apply to the District:

District Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	8,750 sf
1b. Lot width at building line – standard	70'
1c. Lot width at building line – corner	Shall not apply
1d. Lot frontage	35'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	22' (min. 3' offset on adjacent lots)
2b. Side	7'
2c. Side, Aggregate	14'
2d. Rear	20'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	2,300 sf
4b. Living unit area, 2-story (min)	2,600 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	60%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Accessory structures	Article 6.2. Accessory Structure Standards
5e. Total structures per lot	Sec. 6.8.1.G. Structures Per Lot
6. Maximum Lots Permitted	
6a. Maximum Number of Lots	21



c. **Article 3.3. Nonresidential Districts:** Shall not apply.

d. **Article 3.4. Other Districts:** Shall apply.

4. Overlay Zoning Districts

The regulations of *CHAPTER 4. OVERLAY ZONING DISTRICTS* shall apply.

5. Use Regulations

The regulations of *CHAPTER 5. USE REGULATIONS* shall apply.

6. Development Standards

The regulations of *CHAPTER 6. DEVELOPMENT STANDARDS* shall apply, except as modified by this Ordinance.

a. **Article 6.1. General Provisions:** Shall apply.

b. **Article 6.2. Accessory Structure Standards:** Shall apply.

c. **Article 6.3. Architectural Design Standards:** Shall apply, except as modified below:

- (1) The Illustrative Architectural Exhibit, attached hereto as **Exhibit B.3**, is hereby incorporated to illustrate conceptually the elements and anticipated character of and to establish a benchmark for the architecture and design of the residential dwellings on the Real Estate. The final dwelling designs may vary from the Illustrative Architectural Exhibit; however, the dwellings shall be substantially similar in quality and character to the dwellings shown in the Illustrative Architectural Exhibit.

(2) **Section 6.3.4.A.2.e. Residential Design; Standards:** **HOLD FOR ANTI-MONOTONY REVIEW**

- (3) **Section 6.3.4.B.2.b. Residential Building Form; Façade Standards:** Shall not apply. Instead, the following shall apply:

- (i) Homes on lots designated with a black circle on the Additional Architecture Exhibit, attached hereto as **Exhibit B.4**, shall satisfy this requirement provided that these homes incorporate both of the following features:

- i. A minimum of three (3) materials, colors, and/or patterns, one of which shall be a masonry wainscot a minimum of thirty inches (30") in height or the bottom of the lowest window sill, on the home's side elevation façade facing a Public View.
 - ii. A rear façade offset (a minimum of 4' wide and 4' feet deep), which may be selected from but not limited to the following:
 - 1. sunroom;
 - 2. covered porch;
 - 3. screened in porch;
 - 4. rear pergola;
- (4) *Section 6.3.4.B.2.c. Residential Building Form; Facade Standards:* Shall apply, except as modified below:
 - (i) Homes on lots designated with a black circle on the Additional Architecture Exhibit, attached hereto as **Exhibit B.4**, shall be exempt from the 50% visibility over a permanent barrier provision.
- (5) *Section 6.3.4.B.3.a. Residential Building Form; Roof Standards:* Shall apply, except as modified below:
 - (i) Side façade elevations facing a Public View for homes on lots designated with a black circle on the Additional Architecture Exhibit, attached hereto as **Exhibit B.4**, shall be exempt from this requirement. Instead, Section 6.3.c above shall apply.
- (6) *Section 6.3.4.B.4.a. Residential Building Form; Automobile Storage Standards:* Shall apply, except as modified below:
 - (i) Front loaded garages shall comply with one (1) of the following criteria:
 - i. The garage door must be setback from the front façade plane (measured from the farthest forward point of the structure) a minimum of four (4) feet, or
 - ii. The front elevation of the home shall include a covered front porch a minimum of six (6) feet deep (measured at it's deepest point) and shall span a minimum of 1/3 of the width of the front façade of the home, or
 - iii. The front elevation of the home shall include a covered front porch a minimum of seventy (70) square feet in area.
- (7) *Section 6.3.4.B.4.c. Residential Building Form; Automobile Storage Standards:* Shall apply, except as modified below:
 - (i) A 3rd car garage bay shall qualify as additional storage area.
- (8) *Section 6.3.4.B.4.d. Residential Building Form; Automobile Storage Standards:* Shall apply, except as modified below:
 - (i) A third car garage bay shall have a separate door and shall have a 2' plane separation from adjacent garage door(s).
- (9) *Section 6.3.4.B.4.e. Residential Building Form; Automobile Storage Standards:* Shall apply. Decorative garage doors shall be substantially similar in quality and character as illustrated in the Garage Door Exhibit, attached hereto as **Exhibit B.5**.
- (10) *Section 6.3.4.D.2.d. Residential Building Form; Residential Materials Standards:* Shall apply, except as modified below:
 - (i) Façades facing a Public View shall use a cohesive color scheme featuring a minimum of two (2) field materials, colors, or patterns, plus (one) accent material, color, or pattern, plus one (1) trim color. Garage door colors must coincide with the scheme or other accents.
- (11) *Section 6.3.4.D.2.e. Residential Building Form; Residential Materials Standards:* Shall not apply.
- d. Article 6.4. Entrance & Driveway Standards:** Shall apply.
- e. Article 6.5. Exterior Lighting Standards:** Shall apply.
- f. Article 6.6. Height Standards:** Shall apply.

g. Article 6.7. Landscaping Standards: Shall apply, except as modified below:

- (1) *The required landscaping in all common areas/open spaces shall be native species selected from the City of Fishers Planting Guide list of Approved Species, and emphasis shall be given to selecting drought tolerant varieties, at the discretion of the developer and/or property owner. This shall not apply to foundation plantings nor other on-lot landscaping. However, the initial installation of street trees planted in a front yard of an individual homeowner's property shall be required to be native species.*
- (2) *Subsection 6.7.5.B. Lot & Foundation Plantings; Foundation Planting:* Shall apply, except B.2 and B.3 shall not apply. Instead, the following shall apply: All lots shall have a minimum of six (6) shrubs planted along the foundation facing a street.
- (3) Existing perimeter trees along the north and south boundaries of the Property shall be incorporated into either (a) common areas or (b) tree preservation easements on lots. Such common areas or tree preservation easements to be a minimum of ten (10) feet in width. Tree preservation easements shall restrict the property owner from removing existing trees in the tree preservation easement unless the trees are dead, dying, or diseased vegetation or are of an invasive species.

h. Article 6.8. Lot Standards: Shall apply, except as modified by this Ordinance.

- (1) Minimum Front Setback: The minimum front setback shall be twenty-two (22) feet, but there shall be a minimum three (3) foot offset on all adjacent lots.

i. Article 6.9. Non-Residential Open Space: Shall not apply.

j. Article 6.10. Outdoor Display & Storage Standards: Shall apply.

k. Article 6.11. Parking & Loading Standards: Shall apply.

l. Article 6.12. Pedestrian Accessibility Standards: Shall apply, except as modified below:

- (1) *Section 6.12.2. Residential:* Shall not apply. Instead, sidewalks and paths shall be provided as generally shown on the Pedestrian Connectivity Exhibit, attached hereto as **Exhibit B.2**, or as otherwise approved by the City's Engineering Department at a narrower width than what is shown on **Exhibit B.2**. Alternatively, pedestrian improvements may be waived in exchange for a payment in lieu as determined by the Director of Engineering.

m. Article 6.13. Permitted Non-residential Structure Standards: Shall apply.

n. Article 6.14. Property Identification Standards: Shall apply.

o. Article 6.15. Public Art Standards: Shall not apply.

p. Article 6.16. Setback Standards: Shall apply, except as modified by this Ordinance.

q. Article 6.17. Signage Standards: Shall apply.

r. Article 6.18. Wall & Fence Standards: Shall apply.

s. Article 6.19. Water & Sewer Standards: Shall apply.

t. Article 6.20. Vision Clearance Standards: Shall apply.

7. Subdivision Regulations

The regulations of *CHAPTER 7. SUBDIVISION DISTRICTS* shall apply.

8. Subdivision & Planned Unit Development Design Standards

The regulations of *CHAPTER 8. SUBDIVISION & PLANNED UNIT DEVELOPMENT DESIGN STANDARDS* shall apply, except as modified by this Ordinance.

a. Article 8.1. General Provisions: Shall apply.

b. Article 8.2. Block, Lot & Access Standards: Shall apply, except as modified below:

- (1) *Subsection 8.2.3.C.2. Blocks; Block Perimeters; Block Standards:* Shall apply, except that, the maximum length for a dead-end street shall be 1,275 feet.

- (2) *Section 8.2.6. Pedestrian Network:* Shall apply, except that the location and width of sidewalks and paths shall be provided as *generally* shown on the Pedestrian Connectivity Exhibit, attached hereto as **Exhibit B.2**, or as otherwise approved by the City's Engineering Department at a narrower width than what is shown on **Exhibit B.2**. Alternatively, pedestrian network improvements may be waived in exchange for a payment in lieu as determined by the Director of Engineering.

c. **Article 8.3. Street & Alley Standards:** Shall apply.

d. **Article 8.4. Open Space, Common Area & Amenity Standards:** Shall apply, except as modified below:

- (1) Section 8.4.6. Open Space: Shall not apply. Instead, Open Space shall be provided as generally shown on the Concept Plan.
- (2) The open space in the northeast corner of the Real Estate shall either be (i) a natural vegetation area with native "no mow" plantings or grasses, or (ii) a reforestation area with a mixture of deciduous or evergreen trees (min. if twenty (20) newly planted trees); provided, however, that except in the event of conflicts with anticipated road, trail, drainage or utility improvements or removal of dead, dying, or diseased vegetation or invasive species, the developer shall use its best efforts to preserve existing trees in the northeast corner of the Real Estate. This open space in the northeast corner of the Real Estate shall also incorporate a seating area which shall be shaded by trees (either new or existing) or a shade structure.
- (3) The open space in the southwest common area shall include a community-focused feature which may include any one of the following: public art, community gardens, community firepit, seating area shaded by trees (either new or existing) or shade structure, or any other feature as may be approved by the Director.

e. **Article 8.5. Other Design Standards:** Shall apply.

9. Floodplain Standards

The regulations of *CHAPTER 9. FLOODPLAIN STANDARDS* shall apply.

10. Procedures & Permits

The regulations of *CHAPTER 10. PROCEDURES & PERMITS* shall apply.

11. Enforcement & Penalties

The regulations of *CHAPTER 11. ENFORCEMENT & PENALTIES* shall apply.

12. Definitions

The regulations of *CHAPTER 12. DEFINITIONS* shall apply.

13. Impact Fees

Regardless of the Real Estate's annexation status at the time a building permit is issued, all applicable road, bridge and park impact fees shall be paid, subject to any applicable credits.

Exhibit B.1 – Real Estate Description and Depiction

Gerardot Property Legal Description (per ALTA dated)

To be updated upon receipt of ALTA Survey

PIN:

Parcel No. 13-15-05-00-00-035.001 (1.43 ac)

Parcel No. 13-15-05-00-00-034.001 (3.97 ac)

Parcel No. 13-15-05-00-00-034.000 (3.75 ac)

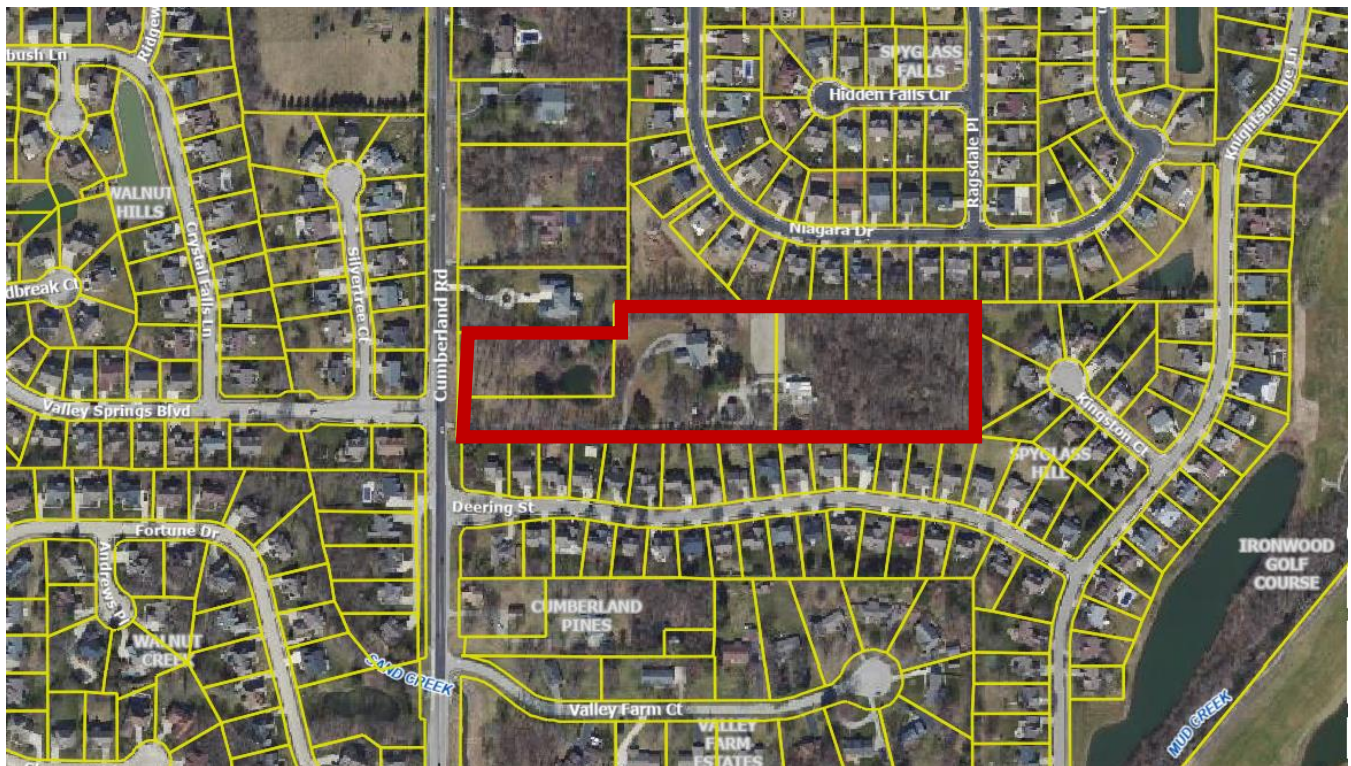


Exhibit B.2 – Concept Plan

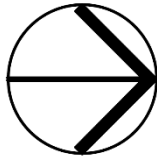


Exhibit B.3 – Illustrative Architectural Exhibit







Exhibit B.4 – Additional Architecture Exhibit



Exhibit B.5 – Garage Door Exhibit





Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Consideration of a rezone of 5.66 acres from R-2 to ER for a single family residence with a common address of 16601 Southeastern Parkway. (RZ-25-2).			
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 #: 022425C		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 5.66 acres from R-2 to ER for a single family residence with a common address of 16601 Southeastern Parkway. (RZ-25-2) See Petitioner's Packet for rezone exhibit and letter from applicant. See Ordinance for additional details.	
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 1 st Reading
	2.	Continue
	3.	
	4.	
PROJECT TIMELINE	February 24, 2025 - Proposed 1st Reading - City Council March 5, 2025 - Public Hearing - Plan Commission March 17, 2025 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Petitioner Packet	

ORDINANCE NO.
AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE 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 24, 2025 for case RZ-25-2 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 ER Residential zoning district; and

WHEREAS, the Plan Commission at its _____ 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 ER Residential 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 ER Residential zoning district with conditions and the provisions of the UDO.

ORDINANCE NO. _____

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this ____ day of _____
2025.

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

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the _____ day of _____ **2025**, 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 M. Bennett, Corporation Council, 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

EXHIBIT A

Legal Description

A part of the East Half of the Southwest Quarter of Section 32, Township 18 North, Range 06 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at a stone marking the Southwest corner of said Half-Quarter Section thence North 00 degrees 19 minutes 4 seconds West 332.07 feet; thence North 89 degrees 13 minutes 11 seconds East, parallel with the South line of said Half-Quarter Section, a distance of 740.37 feet to a point on the Westerly extents of the Right-of- way for Southeastern Parkway (previously State Road 238) as described in Warranty Deed Instrument Number 200600006920 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 05 minutes 45 seconds East 137.15 feet; thence South 12 degrees 35 minutes 51 seconds West 50.53 feet; thence South 25 degrees 33 minutes 13 seconds East 54.31 feet; thence South 01 degree 03 minutes 27 seconds East 96.45 feet; thence South 89 degrees 13 minutes 11 seconds West 752.95 feet to the place of beginning, containing 5.662 acres, more or less.

*16601 Southeastern Parkway
13-12-32-00-00-022.003*

EXHIBIT B

Location Map



16601 Southeastern Parkway
13-12-32-00-00-022.003

16601 SOUTHEASTERN PARKWAY
REZONE



THIS EXHIBIT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

1" = 80 FT

  7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 111896	PAGE 1 OF 1 SHEETS
	DRAWN BY: LAF	
	CHECKED BY: LAF	
	DATE DRAWN: 01/30/25	
	FIELDWORK DATE: N/A	

January 31, 2025

Re: Request for Rezone RZ-25-2

Dear Members of the City Council,

I am writing to formally request the rezoning of the property located at 16601 Southeastern Parkway, Fortville, IN 46040 from its current designation of R2 (Residential Single-Family) to ER (Estate Residential) - *CHAPTER 3. ZONING DISTRICTS > Article 3.2. Residential Districts > Sec. 3.2.1. ER Estate-Rural Residential District*. This request aligns with the Future Land Use category of *Low Density Suburban Residential*, shown on the Future Land Use 2040 map located in the Fishers 2040 Plan. This plan envisions this area for low densities ranging from one to two dwellings per acre. The proposed ER (Estate Residential) zoning complies with this category.

The requested rezoning will also follow the same zoning as the north adjacent parcel (13-12-32-00-00-022.000). The north adjacent parcel along with the property located at 16601 Southeastern Parkway, are currently going through the platting process for a new single family residential development. This community is to be known as Hidden Oaks, creating 5 new lots being a minimum of 1.5 acres in size on 16.1 acres.

I appreciate your consideration of this request and am available to provide any additional information or answer any questions you may have. Thank you for your time and attention to this matter.

Sincerely,

Leigh Anne Ferrell
Stoeppelwerth & Associates, Inc.
lferrell@stoeppelwerth.com
317-570-4703

ORDINANCE NO. 022425C
AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE 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 24, 2025 for case RZ-25-2 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 ER Residential zoning district; and

WHEREAS, the Plan Commission at its _____ 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 ER Residential 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 ER Residential zoning district with conditions and the provisions of the UDO.

ORDINANCE NO. 022425C

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this ___ day of _____ 2025.

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

YAY

NAY

ABSTAIN

	Pete Peterson, President		
	John DeLucia, Vice President		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ **2025**, 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 M. Bennett, Corporation Council, 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



EXHIBIT A

Legal Description

A part of the East Half of the Southwest Quarter of Section 32, Township 18 North, Range 06 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at a stone marking the Southwest corner of said Half-Quarter Section thence North 00 degrees 19 minutes 4 seconds West 332.07 feet; thence North 89 degrees 13 minutes 11 seconds East, parallel with the South line of said Half-Quarter Section, a distance of 740.37 feet to a point on the Westerly extents of the Right-of- way for Southeastern Parkway (previously State Road 238) as described in Warranty Deed Instrument Number 200600006920 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 05 minutes 45 seconds East 137.15 feet; thence South 12 degrees 35 minutes 51 seconds West 50.53 feet; thence South 25 degrees 33 minutes 13 seconds East 54.31 feet; thence South 01 degree 03 minutes 27 seconds East 96.45 feet; thence South 89 degrees 13 minutes 11 seconds West 752.95 feet to the place of beginning, containing 5.662 acres, more or less.

*16601 Southeastern Parkway
13-12-32-00-00-022.003*

EXHIBIT B

Location Map



16601 Southeastern Parkway
13-12-32-00-00-022.003



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Annual update to the Fishers 2040 Comprehensive Plan. The Fishers 2040 Plan creates long-range planning goals for land use, housing and neighborhoods, transportation, and parks. Staff will provide updates on the status of the objectives and actions outlined in Chapter 6 Summary & Implementation. (TA-25-1)			
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 #: 022425D		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)	In 2021 the City of Fishers completed their first five-year update to the Fishers 2040 Comprehensive Plan. A part of that update was update the update to Chapter 6: Implementation to include a table for staff to track the progress of each action items. This ordinance provides updates to Chapter 6 and lists notable progress staff is making towards the actions identified. This allows staff to track progress towards the City's goals and objectives in one location. Also included is the updated Thoroughfare Plan and 96th Street Strategy Plan. The Fishers 2040 Plan was first adopted in 2016 with 231 total actions identified.	
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	February 24, 2025 - Proposed First Reading - City Council March 5, 2025 Plan Commission Public Hearing March 17, 2025 - Proposed Final Reading	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends City Council to hold First Reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Chapter 6. Summary & Implementation 3. Thoroughfare Plan	

6

SUMMARY & IMPLEMENTATION

The comprehensive plan is a working document that provides direction and assists decision makers with short and long range choices for improving the quality of life in Fishers. This chapter includes guidance on managing and using the plan. It also includes a summary of objectives and actions.

INTRODUCTION

Fishers 2040 establishes the vision and roadmap for a smart, vibrant and entrepreneurial city. This plan is meant to be a working document that provides direction and assists decision makers with short-term and long-range choices for improving the quality of life in Fishers. Implementation will involve a host of City departments, boards and commissions, regional partners, non-profits, businesses and citizens. This chapter includes a summary of goals and integrated action items for how we can achieve the vision for Fishers 2040.

Fishers 2040 Vision

The City of Fishers is a **smart, vibrant and entrepreneurial** city that provides an exceptional quality of life and fosters a culture of innovation and resiliency.

Summary of Goals

What does a smart, vibrant and entrepreneurial community look like? The goals across land use, residential standards, transportation and parks and open space can be summarized in five key themes, including:

- Connected
- Innovative
- Resilient
- Accessible
- Sustainable

Fishers will be a **connected** community with a strong sense of place, inviting streetscapes and building designs, linked trails and a well-planned road network.

Fishers will celebrate and encourage **innovative** and diverse designs in our built environment and use of open space that complement and support our entrepreneurial culture.

Fishers will be **resilient**, maintaining vibrancy and withstanding the tests of time through thoughtful planning and focused reinvestment and maintenance.

Fishers will be **accessible** and welcoming to all who wish to create their life in Fishers as a city of

opportunity and quality for all ages, stages and abilities of life.

Fishers will be a **sustainable** community, both financially and in our stewardship of the ecological and built environment through diverse land use, quality construction and proactive maintenance strategies.



Action Items with this symbol are noted as contributing Action Items to the City's ongoing Environmental Working Group and are summarized on page 120.



Action Items with this symbol are noted as contributing Action Items to the City's ongoing Mental Health Action Group and are summarized on page 134.

SUMMARY OF ACTION ITEMS

This section summarizes all action items in the plan. It is organized in two parts: 1) strategic actions that are intended to be completed during the plan's lifespan; and 2) maintenance actions that are ongoing and would be continued into the future. The actions are organized by chapter and each indicates the status and groups responsible for leading and supporting implementation.

Action Status

-  Underway (started, but not yet complete)
-  Future (not started)
-  Future, then maintenance (yet to be started, would become maintenance)
-  Complete
-  New (Future actions added during the 5-year update in 2021)
-  Maintenance (currently occurring on a repeating basis, to be maintained)

Responsibility

To assist with implementation, responsibility will be assigned to each action item. Staff will identify and complete the "Lead by" and "Supported by" fields following adoption.

Status, Notes, Lead by and Supported by updated December 2023.

City Departments Include:

Planning & Zoning (P&Z), Engineering (Eng), Fishers Parks (Parks), Economic Development (ED), Information Technology/ GIS (IT), Health Department (Health), Permitting & Inspection (P&I), Community & Public Relations (C&PR), Police Department (PD), Fire Department (Fire), Department of Public Works (DPW), Legal Department (Legal), Controllers Office (Controller) & Business Solutions Group (BSG)

Strategic Actions

Future Land Use

	Status	Notes	Lead by	Supported by
Zoning Map Updates				
LU-1.1.1. Update the zoning map to create mixed use nodes that align with the future land use map.			P&Z	IT
LU-1.3.2. Develop a strategy to align the zoning map with the future land use map.			P&Z	IT
LU-3.3.3. Develop a policy for sunset dates in PUD so that when a development does not occur within a specified period of time, the PUD expires and the land returns to use identified by the future land use map.		UDO Section 10.2.16.I.	P&Z	IT

UDO Updates				
LU-1.3.1. Update the UDO to define updated land use categories.			P&Z	IT
 PK-3.3.6. Update the UDO to include standards for protection of lands designated on the open space overlay in the future land use map.			P&Z	IT
PK-1.3.3. Revise the City's Open Space Standards in section seven of the Unified Development Ordinance (UDO) to promote innovative open spaces that focus on quality and character by providing broader, creative standards and options during the development review process.		UDO Section 8.4.6.D.	P&Z	

Strategic Actions

Future Land Use

Area Planning and Topics for Future Study		Status	Notes	Lead by	Supported by
	LU-2.1.7. Identify future redevelopment areas and areas for special study. Example: Area north of I13th Street, between Florida Road and Southeastern Parkway.		2022 Allisonville Corridor Study	P&Z	Eng, ED
	LU-3.2.3. Study new land use opportunities along the Nickel Plate Trail		Hub & Spoke, Nickel Plate Station, First Internet Bank, Hotel Nickel Plate, Techway	ED	P&Z, Eng, Parks
	LU-3.2.4. Study land uses along waterway and other natural resources for environmental protection		2024 Fishers White River Park	Parks	P&Z, DPW, Eng, Health
	LU-3.4.1. Identify potential changes to land use policies that would improve environmental sustainability and public health.		Solar Panels permitted per UDO, EV Charging Stations required for Multi-Family	Parks	
	LU-1.2.1. Develop a strategy for regional mixed use and neighborhood mixed use categories in the City's development standards to reflect the success of areas such as Saxony and the Nickel Plate District.		Fishers White River Park	P&Z	P&Z, DPW, Eng, Health
	LU-1.2.2. Create a plan for the undeveloped land northwest of Allisonville Road and 96th Street that incorporates a mix of uses.		2022 CRG River Place Development	ED	P&Z, Eng, Parks
	LU-1.3.3. Assess opportunities for future redevelopment at I31st Street and Brooks School Road area.		2021 Comp Update designated as Core Residential	ED	P&Z
	LU-1.3.4. Assess opportunities to integrate attached residential product within a mixed use development at the northeast corner of Hoosier Road and I16th Street.		2021 Comp Update designated as Core Residential & Open Space	ED	P&Z, Parks, Eng
	LU-2.1.3. Create a plan for the State Road 37 corridor to set a vision for future redevelopment and attract future employment.		2021 Comp Update designated as Employment Node SR 37 Project Underway	P&Z	P&Z, DPW, Eng, Health
	LU-2.1.5. Create a plan for the area of land south of I26th Street between State Road 37 and Interstate 69 to set a vision for future redevelopment and attract future employment.		Fishers Life Science & Innovation Park	ED	P&Z
	LU-2.1.6. Create a plan for the areas of land south of Interstate 69 between Ohio Road and Atlantic Road to set a vision for future redevelopment and attract future employment.		2021 Comp Plan designated as Suburban Residential & Flex Employment / R+D. Abbott Commons rezoned approved	P&Z	ED, Eng

Strategic Actions

Future Land Use

	Status	Notes	Lead by	Supported by
LU-3.1.3. Assess opportunities for a future neighborhood mixed use node near Southeastern Parkway and Atlantic Road.		2021 Comp Update designated as Neighborhood Service Center & Suburban Residential	P&Z	
LU-1.2.3. Create a plan for future redevelopment of the Lantern Road corridor between I16th Street and Fishers Point Boulevard to encourage reinvestment that extends the character of the Nickel Plate District.		2021 Comp Update designated as Regional Mixed-Use & Core Residential. Pullman Pointe Built.	ED	P&Z, Eng
LU-2.1.2. Create a plan for the airport property that incorporates a mix of uses and increase opportunities for employment.		2023 Metro Park Building 1 & 2 Complete, Andretti Global HQ underway	ED	P&Z, Eng

Strategic Actions

Housing and Neighborhoods

Housing and neighborhood design innovation				
	HN-2.2.1. Form a housing task force that analyzes housing needs in the City of Fishers and broader housing trends, and makes recommendations to address needs and opportunities.		2021 / 2022 Housing Needs Analysis & Strategy	P&Z Health
	HN-2.2.2. Evaluate current method of plan review and explore how to improve the system to encourage innovative housing and neighborhood design.		2023 Architectural Consulting Services under contract	P&Z Health
	HN-2.1.3. Introduce a design award program to recognize, celebrate, and incentivize innovation in the design and/or redesign of housing and neighborhoods. Utilize city media channels to recognize innovation and promote civic pride.			P&Z
Revitalization and upkeep of existing neighborhoods				
	HN-3.1.9. Expand the matching grant program or establish separate grant programs to fund home repairs, including exterior repairs for owner occupied and rental properties; to developers to provide new affordable housing or to renovate existing housing that meets affordability criteria; and to retrofitting of existing housing for ADA or universal access.		2023 Vibrancy Grant increased to \$750K for more impactful projects	P&Z ED, C&PR
	HN-3.1.10. Work with HOA's, homeowners, and landlords to identify needs in existing neighborhoods and create programming or resources for maintenance and revitalization of neighborhoods.		2022 Twilight Town Hall, Monthly HOA newsletter, 2024 HOA resource	P&Z C&PR, Health
	HN-3.1.11. Form a rental and landlord registry to help monitor property conditions to make sure that rental properties are being properly maintained.		Recommendation from Housing Needs Analysis & Study	P&Z P&I, BSG

Strategic Actions

Housing and Neighborhoods

Status

Notes

Lead by

Supported by

Revitalization and upkeep of existing neighborhoods



HN-3.1.6. Research the creation of a revitalization incentive or credit that can be provided to homeowners reinvesting in their homes, neighborhoods and in our community.



Neighborhood
Vibrancy Grant

P&Z

DP, C&PR,
Health

HN-5.1.2. Explore incentives to encourage timely property maintenance.



Commercial
Property Main-
tenance Code
Update

P&Z

Sustainability

HN-5.1.5. Develop a set of best practices the City should pursue to conserve and protect Fishers' natural systems.



P&Z, DPW,
Parks



HN-5.1.6. Monitor emerging trends in energy technologies to assess whether new products or practices could help to optimize resource management in Fishers.



2023 Duke
Energy Fleet
Electrification
Assessment

DPW, BSG

P&Z

UDO Updates

HN-2.1.10. Revise the UDO to encourage landmark local building materials and the integration of art within new developments.



15+ Public Art
projects since
2016

P&Z

HN-4.1.2. Review the standards in the UDO to ensure they encourage a diversity of redevelopment, mixed use development and infill. Consider appropriate targeted revisions.



2025 UDO
Update

P&Z



HN-5.1.3. Revise the UDO to encourage the use of low impact development (LID) practices in the design, construction and maintenance of residential neighborhoods, redevelopment sites and in mixed use areas.



2025 UDO
Update

P&Z

Eng



HN-1.1.2. Require the developer to provide the complete network of sidewalks required by the UDO or PUD, to be installed no later than two years after construction started.



UDO Section
8.2.6.
Pedestrian
Network

P&Z

Eng, Health



HN-1.1.4. Revise the standards in the UDO to ensure neighborhoods and mixed use developments are required to provide connections to the surrounding residential neighborhoods.



Neighborhood
Vibrancy Grant

P&Z

Health

HN-2.1.1. Revise the standards in the UDO to ensure open spaces are designed to fulfill purposeful functions within the context of the specific neighborhood, the community and the region.



UDO Section
8.4.6. (in
general, D
specifically)

P&Z

HN-2.1.2. Revise the standards in the UDO to require purposeful elements such as storm water management, tree preservation, recreational amenities, art installations, gardens, native plantings and/or linear trails.



UDO Section
8.4.7. and Sec.
6.15.2

P&Z

Strategic Actions

Housing and Neighborhoods

Status

Notes

Lead by

Supported by

UDO Updates



HN-2.1.4. Provide an option to lower the overall percentage of open space required in a specific development if it is activated with multiple elements such as public art, recreational amenities, environmental best practices and facilities which promote social interaction for all ages and abilities.



UDO Section
6.15.2. Public Art
25% Open Space
Reduction option

P&Z

Health

HN-2.1.5. Assess whether it would be appropriate for select commercial developments to contribute to the City's open space network.



Example - CRG
Residential
White River Park

P&Z

HN-2.1.7. Update the existing UDO standards to offer a broader range of options for how the City's residential open space requirements may be met.



UDO Section
8.4.6.D.

P&Z

HN-2.1.8. Add a payment-in-lieu option when the City determines there is ample open space in close proximity to the new development.



UDO Section
8.4.6.G. &
Sec. 6.9.3

P&Z



HN-3.1.2. Revise the standards in the UDO to ensure the use of quality building materials and construction practices.



P&Z

HN-3.1.7. Establish a committee to focus on the architecture standards of new construction homes and make recommendations for a revised residential standards to achieve high quality, long-lasting building.



2023
Architectural
Consulting
Services under
contract

P&Z

HN-3.1.8. Establish a committee to focus on commercial construction and redevelopment standards for our community and make recommendations on how to employ these standards through economic development, incentives and/or zoning changes.



Fishers
Redevelopment
Commission

ED



HN-5.1.1. Review the standards in the UDO and in other City ordinances to ensure lasting, sustainable building materials are required. Identify and revise any standards that don't meet this goal.



2023 UDO
Overhaul
underway

P&Z

HN-5.1.7. Revise UDO to encourage connectivity of natural areas and open space and recreational amenities to neighborhoods



UDO Section
8.4.6.A

P&Z



HN-5.1.8. Revise the UDO to promote green building practices to maximize energy efficiency, waste reduction, pollution prevention and occupant health.



2023 UDO
Overhaul
underway

P&Z

Strategic Actions

Transportation

Status Notes Lead by Supported by

UDO Updates

TR-1.1.3. Create clear time frames for completion of all actions.



2024 Annual
Progress Update

P&Z

All
Departments

TR-5.1.1. Complete comprehensive plan.



Annual Progress &
5 Year Update

P&Z

All
Departments

Communication and Education

TR-1.2.1. Community development and engineering departments to review and document completed projects and review upcoming projects (for tracking of progress).



Capital Projects
Dashboard &
Development
Dashboard

Eng, P&Z

TR-1.3.2. Discuss and update residents about infrastructure projects in a mailed city publication.



Eng

C&PR

TR-3.3.1. Create materials and signage to alert drivers of the driver's shared responsibilities as a roadway user and that they must share the roadway with bicyclists.



Nickel Plate Trail
Crossings &
Community
Education

Eng, P&Z

C&PR

TR-3.3.3. Raise awareness to the bicycling community of the bicyclists' responsibilities as a roadway user.



Eng

P&Z, DPW

TR-3.3.4. Create materials to alert residents how it is appropriate and lawful to use shared-use paths, bike lanes and sidewalks.



Eng

P&Z, DPW,
C&PR

TR-5.2.5. Provide parking identification signage for public parking in urban areas.



2021 NPD
On-Street public
signsparking

P&Z

DPW, Eng

TR-1.3.1. Publicize the availability of Drive Fishers alerts.



Eng

C&PR

TR-4.1.2. Assign a single point of contact for ADA and Title VI challenges in Fishers.



Ross Hilleary,
Director of
Planning &
Zoning

P&Z

C&PR, Parks,
DPW, Eng

UDO Updates and Standards

TR-5.1.2. Update the UDO to encourage mixed-use designs and require connected bicycle, pedestrian and automotive networks. These standards must also support future public transit systems.



Connected
Roadways &
Pedestrian Paths
required

P&Z, Eng

TR-4.2.2. Study the feasibility of requiring universal transportation design standards or other emerging design standards within the City.



Eng



TR-8.1.4. Evaluate the City's design standards to ensure infrastructure built by new development will have a long life span.



Eng

Strategic Actions

Transportation

Status

Notes

Lead by

Supported by

UDO Updates and Standards (continued)

TR-8.2.2. Require larger development projects to help improve the roadways at the time of construction.



UDO Section
8.3.I

P&Z, Eng

TR-8.3.1. Update the UDO to discourage the future use of cul-de-sacs in residential development to improve connectivity and reduce city expense when plowing roads.



UDO Section
8.3.2.IO.

P&Z, Eng

TR-9.2.2. Update bicycle parking requirements in the UDO to encourage active transportation options in key areas and better address anticipated demand.



UDO Section
6.II.6.

P&Z

Eng



TR-9.5.1. Adopt low-impact (LID) development standards in the UDO.



2025 UDO Update P&Z

TR-2.1.1. Amend the UDO to limit the amount of cul-de-sacs in new development and require road connections to surrounding parcels and neighborhoods wherever possible.



UDO Section
8.2.3. Blocks &
8.3.2.B.IO.

P&Z, Eng

TR-2.1.2. Amend the UDO to reduce allowable length of cul-de-sacs.



UDO Section
8.2.3.C.

P&Z

TR-2.1.3. Amend the UDO to require commercial developments to provide connections to adjacent properties.



UDO Section
6.II.3.F.

P&Z

TR-2.2.3. Amend UDO to require pedestrian connections between subdivisions during planning process and to adjacent uses wherever appropriate.



UDO Section
8.4.6.A

P&Z

TR-2.2.5. Design trails and sidewalks to allow space for pedestrians and cyclists to pass one another.



Shared Use Path & P&Z
Greenway Design
Standards

TR-2.3.1. Require roadway designs that reduce the speed of through traffic.



Eng

P&Z

TR-2.3.2. Require new stub streets to have signage to notify adjacent homeowners a future roadway will connect.



UDO Section
8.3.2.II.

P&Z

Eng

TR-5.3.2. Require new development to provide bike and pedestrian facilities during the TAC review.



UDO Section
8.4.6.D.

P&Z, Eng

TR-6.2.2. Update design standards to require roadway and trail infrastructure that is thicker and lasts longer.



2021 Construction
Detail Update

Eng

TR-10.3.1. Require development to incorporate stub streets and pedestrian connections.



UDO Section
8.3.2.II.

P&Z, Eng

Strategic Actions

Transportation

	Status	Notes	Lead by	Supported by
Infrastructure – Pedestrian, Bicycle, Trails				
TR-7.1.1. Prioritize filling gaps in the network before upgrading an existing sidewalk or path, when possible.		2023 Trails & Greenways Study	P&Z	DPW, Eng, Parks
TR-7.1.1A. Complete trail gap analyst.		2023 Trails & Greenways Study	P&Z	DPW, Eng, Parks
TR-7.1.1B. Prioritize trail gaps.		2023 Trails & Greenways Study	P&Z	DPW, Eng, Parks
TR-7.1.1C. Identify funding opportunities to start closing trail gaps.		2022 Next Level Trail funding	P&Z, Eng	
TR-5.3.1. Focus on creating key development nodes that provide a high standard of bicycle and pedestrian connectivity, such as in the Nickel Plate District, I06th Street corridor and Saxony District.		Nickel Plate District and NPT Plaza Completed in 2022	Eng, Parks	P&Z
TR-9.1.1. Locate key street corridors to provide bike connectivity with particular attention to creating continuous north-south and east-west routes with on-street and off-street options.		Nickel Plate Trail and Geist Greenway construction underway	Eng	P&Z, DPW
TR-2.2.2. Explore topic of Safe Routes with Hamilton Southeastern Schools and viability of working toward grant funding for infrastructure and non-infrastructure improvements to increase walkability within neighborhoods surrounding schools.		2023 Safe Routes to School Grant, 2024 Safe Streets for All Grant, Safe Streets & Trails Plan	P&Z, Eng	
TR-2.2.6. Study the I-69 and E I06th Street INDOT interchange to see how robust pedestrian amenities can be added or modified, connecting the Nickel Plate District on the west to Fishers District on the east.			Eng	P&Z
TR-3.1.10. Study the I-69 corridor specifically from Exit 205 (E I06th Street) to Exit 210 (Southeastern Parkway) as it relates to pedestrian connectivity over I-69.			Eng	P&Z
TR-2.2.7. Study and prioritize pedestrian connectivity on the east side of I-69 from 96th Street to E I21st and from I-69 to Cumberland.			Eng	P&Z
TR-2.4.1. Study an additional vehicular connection across the White River at key locations with adjoining municipal and county stakeholders.			Eng	P&Z
TR-2.4.2. Study pedestrian connectivity across the White River at key locations with adjoining municipal and county stakeholders		White River regional initiative (WRRIO) through the Indiana READI grant	Eng	P&Z, ED
TR-3.1.2. Expand and implement the Americans with Disabilities Act (ADA) Transition Plan.		2022 Next Level Trail funding	P&Z, Legal	Parks
TR-3.1.8. Investigate using raised crossings, pedestrian curb extensions and other traffic calming and pedestrian safety devices where high pedestrian travel is expected.		NPT raised crosswalks at Hauge, I06th, Fishers Pointe, South, North, Lantern, I26th, I31st, I41st Streets	Eng	P&Z

Strategic Actions

Transportation

Status

Notes

Lead by

Supported by

Infrastructure – Pedestrian, Bicycle, Trails (continued)

TR-4.3.1. Retrofit existing intersections or install traffic calming where pedestrian travel is encouraged.



Raised Crosswalks at Cyntheanne Rd & Southeastern Pkwy Roundabout

Eng, DPW

P&Z

Infrastructure – streets and traffic

TR-3.1.9. Ensure that all primary and secondary arterial intersections are properly lit.



Eng, DPW

P&Z

TR-3.2.4. Study the I-69 corridor specifically from Exit 205 (E I16th Street) to Exit 210 (Southeastern Parkway) as it related to vehicular connectivity both existing and proposed interchanges.



Thoroughfare Plan includes future interchange at Cyntheanne Rd, north of Southeastern Pkwy

Eng, DPW

P&Z

TR-4.2.4. Consider future transit facilities when upgrading infrastructure.



Eng, DPW

P&Z

TR-10.1.1. Expand on the signal modernization system used on I16th Street and other major corridors where congestion is a primary concern, if necessary.



Eng, DPW

TR-3.2.2. Widen roadways with substandard lane widths.



TR-3.2.3. Inventory locations where sight distances may be impaired.



During the design/review, Eng requires proper sight distance to be provided at intersections. On existing intersections, engineering is creating a catalog for purposes of improving.

Eng

TR-3.1.1. Replace stop sign controlled railroad crossings with gates and lights or pedestrian signals.



Nickel Plate Trail intersection improvements

Eng,

Area planning and focused investment

TR-5.4.1. Prepare small area plans for the airport property, I16th Street at Allisonville Road, State Road 37 Corridor and Fall Creek Road at Brooks School Road.



2022 Allisonville Rd Corridor Study, SR 37 Improvements Plan, Airport Master Plan

P&Z, ED

Eng

TR-5.4.2. Update the master plan for the Nickel Plate District focusing on South Street.



Nickel Plate Trail intersection improvements

Eng

P&Z

TR-5.4.3. Study road connectivity and land use to create a safe, well connected road network for the eastern portion of Fishers.



Thoroughfare Plan Updated annually

Eng

P&Z

TR-6.1.1. Determine development nodes where reinvestment is needed and can aid economic development initiatives.



Fishers District, Life Science & Innovation Park, Allisonville Rd Corridor, NPD, Tech Park

ED

P&Z

TR-6.1.2. Invest in pilot projects to create momentum for private investment, redevelopment and public-private partnerships.



Fishers Test Kitchen, IoT Lab, Launch Fishers

ED

C&PR

Strategic Actions

Transportation

Status

Notes

Lead by

Supported by

Incorporating mobility best practices

TR-9.5.3. Provide a cost-benefit analysis to present information to the Fishers community and to the development community regarding cost comparisons of traditional design versus low-impact development alternatives.



P&Z,

ED



TR-9.6.1. Create best practices for EV Charging for multi-family and commercial developments.



2025 UDO Update P&Z

ED



TR-9.6.2. Update UDO to require EV Charging at commercial developments over a certain threshold and define minimum requirements for a EV charging facility.



2025 UDO Update P&Z

ED



TR-9.6.3. Be a resource for existing multi-family and destination commercial developments (Fishers District, TopGolf, etc.) by facilitating and connecting national EV networkers to existing developments.

Drive Clean
Indiana
Membership

P&Z

ED

Strategic Actions

Parks

Status

Notes

Lead by

Supported by

Improvements and upgrades to existing parks and trails

PK-1.1.2. Build new facilities as listed in the parks impact fee study.

Park Impact Fees
updated in 2021,
Geist Waterfront
Park, Agripark,
Fishers White
River Park

Parks

ED, DPW



PK-1.2.1. Pursue feasibility of installing wi-fi, technologically interactive play areas and other amenities that allow users to collaborate and interact with each other and identify areas where this is possible.

Hub & Spoke and
Fishers Parks
Maker Playground

Parks

DPW, Health



PK-5.1.2. Provide additional lighting in parking lots, trail heads and around buildings that are used when the park is dark. Assess and prioritize where lighting improvements are needed.

Geist Waterfront;
2024 Cheeney
Creek North/South
Trailheads

Parks, DPW

Health

PK-2.1.1. Update the existing parks and recreation facilities plan based on new community data and incorporate into the Fishers 2040 Plan as one comprehensive document.



Parks

P&Z, DPW

PK-1.4.2. Continue to implement phase one of the City's ADA transition plan within the right-of-way and finalize phase two that incorporates all City facilities, policies and programming. Assess the financial need for implementation.

Also listed in
Transportation

Parks, Eng

P&Z

Strategic Actions

Parks

		Status	Notes	Lead by	Supported by
Improvements and upgrades to existing parks and trails					
	PK-7.1.3. Provide a financial analysis of projected need to maintain park network and identify future revenue sources.		2021 Park Impact Fee Analysis	Parks	DPW
	PK-7.2.1. Plant areas of indigenous plantings in some areas of the parks to reduce costs over time and to increase the natural areas in the park system.		Covered 2 acres of turf grass to native plantings at Cumberland Park. 200 native fruit and nut trees & shrubs planted at the AgriPark. Native plantings installed along NPT	Parks, DPW	
	PK-7.2.2. Proactively integrate environmentally sustainable best practices and products throughout the parks system such as recycling bins, solar lighting, composting, the use of rain barrels, and educational signage.		Rain Barrel & Composting programs at the AgriPark & Fishers Recycling Events	Parks, DPW	P&Z
New parks, trails, and amenities					
	PK-1.2.5. Assess feasibility of a dog park.		Dog Park to be located at the Fishers Community Center	Parks	DPW
	PK-1.2.6. Identify opportunities for a tranquility park to promote mental health.			Parks	Health
	PK-1.3.1. Implement the capital improvement projects as outlined in the bicycle and pedestrian master plan.		Also in Transportation Plan	Eng	Parks, P&Z, Health
	PK-1.3.1A. Prioritize east and west trail connection to the Nickel Plate Trail.			Eng	Parks, P&Z, Health
	PK-1.3.1B. Prioritize city-wide connections that create a trail loop of the overall Parks network.		Coordination with Carmel Clay Parks for White River pedestrian bridge	P&Z, Eng, Parks	Health
	PK-1.3.1C. Identify waterway connections between parks for kayak and canoeing opportunities.		White River Regional Initiative (WROI) through the IN READI grant. Coordinating with Hamilton County & Carmel on ped connection	Parks	P&Z, ED, Health
	PK-3.1.2. Develop a park to showcase LID and sustainable design to encourage the community to embrace sustainable practices.		Geist Waterfront Park, Fishers White River Park	Parks	P&Z
	PK-3.3.2. Construct greenways and trail connections per the bicycle and pedestrian master plan to create a seamless network that links the city's natural amenities.		Nickel Plate Trail, Geist Greenway, Fall Creek Woods (Fall Creek Township Park)	Eng, Parks	P&Z, Health

Strategic Actions

Parks

		Status	Notes	Lead by	Supported by
Communication, wayfinding, and promotion					
	PK-4.1.1. Create and install a consistent and vibrant wayfinding signage design for use in all the parks and along all the greenways.			Parks, P&Z, Health	DPW
	PK-4.1.1A. Establish a phasing plan and budget for wayfinding signage.			Parks, P&Z	
	PK-4.1.1B. Design a wayfinding signage system.		2025 Trail Sign Program	Parks	P&Z, C&PR
	PK-4.1.2. Create and install a park and greenways network map at all park locations to show the connections within the parks network. Consider cost savings opportunities such as in-house design and fabrication.			Parks, DPW	P&Z, C&PR, Health
	PK-4.1.2A. Integrate relevant technology into park maps and signage such as QR codes, digital counts, trail mileage and minutes of travel time.		2025 Trail Sign Program	Parks	C&PR
	PK-2.2.3. Create a map and brochures that identifies ease of use or other fitness metrics (such as distance, terrain type, etc) for each facility within the bicycle and pedestrian network.		Ecotherapy and Trail Loop Map	Parks	P&Z, Eng, C&PR, Health
Land acquisition					
	PK-2.1.2. Acquire additional land for future parks that can be easily designed and developed to include a variety of both active and passive uses.		Geist Waterfront Park, Agripark, Fishers White River Park	Parks, ED	Health
	PK-2.1.2A. Inventory where private neighborhood parks currently exist in North Central Fishers and pursue feasibility of acquiring park land to incorporate into the overall parks network.			Parks, P&Z, Legal	DPW, Health
	PK-2.1.2B. Pursue acquisition of land off the Nickel Plate Trail for pocket park opportunities.		Hamilton East Public Library connection, NPT Plazas	Parks, ED, P&Z, Eng	Legal, Health
	PK-3.3.1. Acquire land along Geist Reservoir, the White River and creeks as prioritized in the land acquisition analysis.		Geist Waterfront Park, Agripark, Fishers White River Park	Parks	Health
	PK-1.1.4. Pursue the possibility of a fee-in-lieu payment option that developers can utilize to reduce their open space requirement. The fee could be used to acquire future parkland or improve conditions at existing parks.		UDO Section 6.9.3	P&Z	
	PK-1.3.2. Require residential developments adjacent to parks to provide a pedestrian link between the two.		UDO Section 8.4.6.	P&Z	Health

Strategic Actions

Parks

Status

Notes

Lead by

Supported by

Land acquisition (continued)

PK-1.3.3. Revise the City's Open Space Standards in section seven of the Unified Development Ordinance (UDO) to promote innovative open spaces that focus on quality and character by providing broader, creative standards and options during the development review process.



Also in Land Use
Section 8.2.6.

P&Z

Event space and programming



PK-4.2.3. Identify and design additional civic spaces within the parks that are conducive for events, festivals and other community gatherings.



NPD Amp
upgrades, Saxony
Farmers Market

P&Z

DPW



PK-4.2.4. Determine need and potential locations for providing an indoor community recreation and events facility.



2023 Fishers
Community Center
Announced

Parks, ED

P&Z



PK-4.2.5. Implement the priorities identified in the Fishers Art & Culture Master Plan in coordination with park design use and programming.



See Fishers Arts &
Culture
Commission
Section

Parks, P&Z



PK-4.2.5A. Identify and promote available spaces for the performing arts community to rent or utilize.



thisisfishers.com

Parks, C&PR

P&Z



PK-4.2.5B. Establish a City grant program under the Arts & Culture Commission to provide funding opportunities to the arts community.



FACC Grant
program started
in 2021. Awarded:
\$46K in 2021
\$47K in 2022
\$50K in 2023

P&Z



PK-4.2.5C. Pursue programming of multi-cultural events including music, food, etc.



This is Fishers,
Juneteenth
Jubilee, &
FACC Grants

P&Z

Partnerships



PK-1.3.4. Pursue the feasibility of implementing a bike share program within the parks network. Consider opportunities for a regional bike share program with adjacent municipalities.



Coordinate with
Hamilton County
Tourism, Carmel,
& Noblesville

P&Z



PK-2.2.2. Partner with the City of Fishers Health Department to promote the parks system.



Culture of Health
Ambassador
position

Parks, Health



PK-3.3.3. Partner with private organizations and businesses near natural amenities, such as Conner Prairie and the Indianapolis Sailing Club, to provide better access to natural features, enhance connections between the parks and greenways network and mitigate environmental impacts.



White River
regional Initiative
(WROI) through
the Indiana READI
Grant, Conner
Prairie & Carmel

Parks

Eng

Strategic Actions

Parks

		Status	Notes	Lead by	Supported by
	PK-6.1.3. Explore consolidation of resources and management among city, county and township parks.			Parks	DPW
	PK-6.1.4. Design and construct regional connections identified in the Bicycle and Pedestrian Master Plan.		Funding secured for NPT 96th Street Bridge	Eng	P&Z, Parks
	PK-6.2.1. Partner with the Central Indiana Land Trust to lease natural areas to offer public trails and interpretive education.			Parks	Legal, Health
	PK-6.2.4. Identify other potential partners in the region to enhance the overall regional parks system.		White River regional initiative (WROI) through the Indiana READI Grant	Parks	
	PK-6.2.5. Partner with neighborhood organizations and homeowner associations to identify, digitize and track the privately owned and maintained parks within neighborhoods.			Parks, DPW	P&Z, C&PR, Health

Maintenance Actions and Ongoing Policies

Plan Management and Monitoring

	Status	Notes	Lead by	Supported by
LU-3.3.1. Continue to conduct a yearly statistical analysis of development to maintain accurate and up-to-date data on Fishers' growth.	🔄	P&Z Annual Report, 2021/22 Housing Needs Analysis & Strategy	P&Z, ED	P&I, BSG
LU-3.3.2. Periodically update the fiscal sustainability analysis to monitor the fiscal impact of land use and development decisions.	🔄	2021 Road, Bridge, and Park Impact Fee Analysis	Parks, ED, P&Z	
TR-1.1.2. Identify progress of the plan in the yearly statistical analysis of development.	🔄	P&Z Annual Report	P&Z	
Update the City's comprehensive plan every five years.	🔄	2021 Five Year Update	P&Z	All Departments
Provide an annual report on comprehensive plan progress to plan commission.	🔄		P&Z	

Maintenance Actions and Ongoing Policies

Housing and Neighborhoods

	Status	Notes	Lead by	Supported by
 HN-1.1.1. Create well-connected neighborhoods with safe and convenient access to key destinations such as employment nodes, adjacent neighborhoods, schools, and parks for pedestrians, cyclists and motorists.	🔄		Eng, P&Z	Health
 HN-1.1.3. Implement the infrastructure priorities of the Bicycle and Pedestrian Plan and the Transportation Plan to ensure connectivity is a priority in all new developments, redevelopment projects and when upgrades are completed in existing developments.	🔄	UDO Section 8.2.6.	Eng, P&Z	Health
HN-2.1.6. Require developers to identify the functions the open space will fulfill and how the design achieves each function. City staff will work with the developer to ensure these functions are met.	🔄	Example: Fishers District	P&Z	
HN-3.1.1. Upgrade infrastructure in older neighborhoods to current standards when infrastructure is repaired or replaced as outlined in the City's capital improvement plan and as immediate needs arise.	🔄		Eng, DPW	
HN-3.1.3. Assess existing housing stock and neighborhood infrastructure in older residential areas to determine priorities for municipal investment in repair, upgrade and/or replacement of aging infrastructure.	🔄		DPW	
 HN-3.1.4. Conduct outreach with residents and Home Owners Associations to inform and encourage maintenance of detention ponds, trails and both green and gray infrastructure.	🔄	Neighborhood Vibrancy Grant & Stormwater Grant	Eng, P&Z	
HN-3.1.17. Evaluate current methods of plan review and explore how to improve system to encourage innovative and high quality architecture and spaces.	🔄	Architectural Consulting Services Under-way	P&Z, ED	BSG, Eng, DPW, Fire

Maintenance Actions and Ongoing Policies

Housing and Neighborhoods

	Status	Notes	Lead by	Supported by
HN-3.1.18. Evaluate the mix of new housing developments and needs on a regular basis.		2021 / 22 Housing Needs Analysis & Strategy	P&Z, ED	
 HN-4.1.1. Integrate a variety of housing including affordable, senior living, apartments and single-family housing into redevelopment and infill development sites to enrich the diversity of housing choices within a given neighborhood.		2023 Housing Projects: - Marketplace Towns - Milford Park - Cove at Thorpe Creek - River Place	P&Z, ED	Health
 HN-4.1.3. Integrate universal design principles into development, whenever possible, and encourage options for aging in place, such as wide doorways, no step entryways and single story living.		2022 Housing Projects - Courtyards of Fishers	P&Z	P&I, BSG, Health
PK-4.2.6. Continue to promote art with redevelopment in the Nickel Plate District.		Fairway Mortgage Sculpture, NPT Murals, HEPL Trail Connection	P&Z	ED, Parks, C&PR

Maintenance Actions and Ongoing Policies

Transportation

	Status	Notes	Lead by	Supported by
TR-1.1.1. Provide periodic project status updates for the capital improvement plan to the City Council Finance Committee and update the Thoroughfare Plan at least every five years.			Eng	
TR-2.2.1. Utilize and prioritize greenways along creeks and other waterways to provide pedestrian and bicycle connections.			P&Z, Eng	Parks
TR-2.2.4. Construct bicycle and pedestrian infrastructure that connects to surrounding communities and civic centers.		Nickel Plate Trail, Geist Greenway	Eng, DPW	P&Z
TR-3.1.3. Continue to study areas where the City's roadway network could be improved.			Eng	DPW
TR-3.1.4. Address bike and pedestrian facilities when reviewing roadway designs.			Eng	P&Z
TR-3.1.5. Secure funding for maintenance of existing bicycle and pedestrian facilities and bring existing facilities up to the latest design standards where necessary.		2021 Road, Bridge, and Park Impact Fee Update	Eng, Parks	P&Z
TR-3.1.6. Annually review police department crash data to determine areas which may need additional safety improvements.			Eng, PD	
TR-3.1.7. Regularly repaint pedestrian crossing markings.			DPW	Eng
TR-3.2.1. When expansion projects are completed, widen lanes to modern widths to improve safety.			Eng	

Maintenance Actions and Ongoing Policies

Transportation

	Status	Notes	Lead by	Supported by
TR-3.3.2. Create materials to educate motorists on new intersection and roadway designs, as needed.		Nickel Plate Trail Website	Eng	C&PR
TR-3.3.5A. Annually update the bicycle and pedestrian map and promote the interactive map.		Fishers Public Trail Routes	Eng, P&Z	IT, C&PR
TR-4.2.1. Continue to review all developments and infrastructure projects at the Technical Advisory Committee (TAC) to ensure compliance with accessibility standards.			P&Z, Eng, DPW, Fire, PD	
TR-4.2.3. Train City employees on the use of modern design standards.			P&Z, Eng	DPW
TR-4.3.2. Ensure that crosswalk locations are clearly marked and maintained per city standards.			Eng, DPW	
TR-5.2.1. Integrate planned paths, sidewalks and greenways into road projects.			Eng	P&Z
TR-5.2.2. Promote roadway connectivity to reduce trips on arterial roadways.		UDO Section 8.2.5.D.	Eng, P&Z	
TR-5.2.3. Continue to review all development and infrastructure projects at TAC to allow all resource agencies and City departments an opportunity for input.			Eng, P&Z, Fire, DPW	Fire, PD
TR-5.2.4. Provide trailheads including parking areas for people to use trails.		Partnership with Fairway Mortgage, Hub & Spoke, YMCA	Eng, P&Z	DPW, Parks
TR-6.2.1. Pursue grants to leverage local dollars for larger improvement.		2021/22 Awarded Grant: Next Level Trail	Controller, Eng, P&Z	
TR-6.2.3. Ensure that infrastructure is installed properly.		Required inspections for new development	Eng, DPW	
TR-7.1.2. Ensure that funding is secured for long-term maintenance of roads, paths and sidewalks.		2021 Road, Bridge, and Park Impact Fee Update		
TR-7.2.1. During review of all projects at the TAC, ensure the project aligns with the comprehensive plan and Thoroughfare Plan, including the Bicycle and Pedestrian Master Plan.		UDO Section 8.2.6	Eng, P&Z	
TR-8.1.1. Continually update the list of capital improvements projects.			Eng	
TR-8.1.2. Include path and sidewalk maintenance in the capital improvements projects list.			Eng	
TR-8.2.1. Ensure developments are dedicating adequate right-of-way through TAC based on the Thoroughfare Plan.		UDO Section 8.3.1.	Eng	

Maintenance Actions and Ongoing Policies

Transportation

	Status	Notes	Lead by	Supported by
TR-8.3.2. Recognize which spaces will be lost in a parking lot due to piling snow in the winter through the TAC process.	🔄		Eng, DPW	P&Z
TR-8.3.3. Design infrastructure to limit damage to snow plows when providing pedestrian crossings and curbs.	🔄		Eng, DPW	
TR-9.2.1. Continue to provide bicycle parking at City events, such as the concert series and movie nights.	🔄		DPW, Parks	
TR-9.4.1. Update the Thoroughfare Plan every five years at a minimum to reflect the current design standards and the needs of the community.	🔄		Eng	P&Z
 TR-9.5.4. Be a resource for the local development community to inform on new standards and receive input.	🔄		Eng	
TR-10.2.1. Identify regular bottle necks by gathering data at congested areas in the existing system and prepare plans to mitigate the congestion.	🔄		Eng	
TR-10.3.2. Minimize disruptions to traffic during improvement projects.	🔄		Eng	DPW

Maintenance Actions and Ongoing Policies

Parks

	Status	Notes	Lead by	Supported by
LU-3.2.2. Assess potential locations for future public access to Geist waterfront.	🔄	Geist Waterfront Park	Parks	
 PK-1.1.1.1. Create innovative spaces and amenities that activate parks during the winter season, including but not limited to sledding hills, ice skating rinks and holiday installments.	🔄	Flat Fork Creek Park, Hub & Spoke, Arts & Municipal Complex	Parks	DPW, Health
 PK-1.1.1.3. Use art to activate the park spaces by creating interactive art, environmental art and other art pieces into existing and future parks. The art should fit within the context and culture of the surrounding area, yet be creative and vibrant.	🔄	Brooks School Art Wall, Nickel Plate Trail Murals	Parks, P&Z	Health
 PK-1.2.2. Promote recreational opportunities through geocaching and other trending activities.	🔄		Parks	Health
 PK-1.2.3. Design parks to allow for areas to be repurposed to meet the evolving needs and preferences of the diversifying demographic.	🔄	Pickleball Courts at Cytheanne Park & Holland Park	Parks	Health
PK-1.2.4. Maintain awareness of local and national park trends, technological advances and best practices to ensure a state of the art park system.	🔄		Parks	

Maintenance Actions and Ongoing Policies

Parks

	Status	Notes	Lead by	Supported by
 PK-1.4.1. Encourage that all new parks and park redevelopment incorporate innovative designs and facilities that go above and beyond existing ADA requirements in order to celebrate Fishers' inclusive culture, such as sensory gardens and wheelchair accessible swing sets.		Accessible swings installed at Holland Park, incorporating accessible features into the NPT, sensory hours, Nickel Plate Trail, Geist Waterfront Park	Parks	P&Z, Health
 PK-1.4.3. Incorporate universal design principals in the development and redevelopment of parks.		Redesign of Pavilion, NPD Amp, Agripark, Geist Waterfront Park	Parks	P&Z, Health
PK-2.1.3. Regularly assess usage of park facilities and fields to understand community needs.		Redesign of Pavilion, NPD Amp, Agripark, Geist Waterfront Park	Parks	
PK-2.1.2. Acquire additional land for future parks that can be easily designed and developed to include a variety of both active and passive uses.		Agripark, Geist Waterfront Park, Fishers White River Park	Parks	ED
 PK-2.2.1. Install facilities and amenities that encourage exercise including but not limited to paved trails, outdoor fitness equipment and athletic fields.		Nickel Plate Trail, variety of athletic fields including pickleball courts, and paved trails	Parks	DPW, Health
 PK-2.2.2. Promote the benefits of the parks system and healthy living.		Programs like Ecotherapy, Keep Fishers Beautiful	Parks	C&PR, Health
 PK-3.2.1. Train staff on best practices for the installation and maintenance of sustainable products and practices to optimize their effectiveness and longevity.			Parks, DPW	
 PK-3.2.2. Monitor the use of sustainable products and practices to assess their effectiveness and refine best practices.		Composting at the Agripark, smart water meters to reduce water usage, electric mowers	Parks, DPW	P&Z, Eng
  PK-3.2.3. Incorporate and maintain native plantings and no mow areas into the parks, as appropriate.		DPW identified 23 acres of HSE Schools property to mow less frequently	Parks	C&PR
  PK-3.2.4. Support opportunities for citizen involvement in environmental sustainability, such as providing more opportunities for recycling at city events and around the community.		Keep Fishers Beautiful, Rain Barrels and Composting Programs	C&PR, Parks, DPW	P&Z, Health
  PK-3.3.4. Preserve mature trees and the city's tree canopy through policy requirements, incentives and other innovative measures.		AgriPark Tree Nursery, Neighborhood Matching Grant	P&Z, DPW	Parks, IT, Health
 PK-3.3.5. Inventory, monitor and track health of the city's trees and endangered species.		DPW maintains a tree inventory as part of its accreditation status	Parks, P&Z	
 PK-4.2.1. Incorporate landmark elements within the parks that convey Fishers' unique sense of place.		Brooks School Art Wall, Nickel Plate Trail Murals	Parks, P&Z	Health

Maintenance Actions and Ongoing Policies

Parks

	Status	Notes	Lead by	Supported by
 PK-4.2.2. Partner with business community leaders and the arts community to install public art in parks.		Brooks School Art Wall, Nickel Plate Trail murals	Parks, P&Z	Health
 PK-5.1.3. Design parks to minimize areas which are visually isolated from the public view.			Parks, PD	Health
 PK-5.1.4. Work with neighborhood organizations and homeowner associations to engage residents to help monitor and maintain their local parks.		Park Watch, Neighborhood Vibrancy Grant	C&PR, PD	P&Z, Health
PK-5.2.1. Strategically patrol parks, particularly during large events and after dark.			PD	
PK-5.2.2. Prepare an annual assessment the record of incidents in each park to evaluate whether park rangers are warranted or if adjustments in the amenities and facilities are needed to enhance public safety.		White River regional Initiative (WROI) through the Indiana READI Grant	Parks, PD	
 PK-6.1.1. Collaborate with adjacent municipalities to identify opportunities to enhance accessibility to regional park assets such as Indianapolis' mountain bike trails at 96th Street and Allisonville Road or the White River Park in Noblesville.		White River regional Initiative (WROI) through the Indiana READI Grant	ED, Parks, Eng	Health
 PK-6.1.2. Collaborate with Hamilton County and adjacent counties and local townships to identify opportunities for partnerships that support the regional park system.			Parks	Health
 PK-6.2.2. Partner with Hamilton County Tourism Inc to actively participate in regional tourism initiatives that promote the park system.			Parks, C&PR	Health
 PK-6.2.3. Partner with the regional healthcare network and the Health Department to spread awareness of the parks network and benefits of using parks.			Parks, Health	
PK-6.2.6. Partner with the Fishers Parks Foundation to coordinate fundraising, grant applications and other park initiatives.			Parks	
 PK-6.2.7. Continue collaboration with Hamilton Southeastern School District to provide educational and recreational opportunities and maintain open space.		HSE teacher and programs at AgriPark, Hub & Spoke, Nature First at Ritchey Woods, City Hall Fieldtrips, & Box City	Parks	C&PR, P&Z, Health
PK-7.1.1. Collaborate with the business community and service clubs to identify opportunities for donations to help sustain the level of service.			Parks, C&PR	
PK-7.1.2. Liaise with other innovative municipalities to determine successful ventures which may work in Fishers.			Parks, DPW	

Maintenance Actions and Ongoing Policies

Parks

Status Notes Lead by Supported by



PK-7.1.4. Utilize the volunteer community within Fishers to coordinate regular beautification and maintenance events within the parks network.



Volunteer
Fishers and
Vounteer
Coordinator

C&PR

Health, Parks



PK-7.2.3. Assess the success of these products and practices to ensure they are achieving the desired outcomes.



Parks, C&PR

BSG



PK-7.2.4. Pursue grant funding for sustainable products and programs.



2022 IDEM
Community Recycling
Grant received for
AgriPark composting
program and com-
posting tumblers

P&Z, Eng,
Parks, DPW

Controller

FISHERS ENVIRONMENTAL WORKING GROUP

The Fishers Environmental Working Group (EWG) is a group of governmental department representatives and non-governmental stakeholder representatives all working together to help the City of Fishers be more prepared for the impacts of climate change. These departments include the Mayor's Office, Fishers Parks, Engineering, Planning and Zoning, Public Works, Hamilton Southeastern Schools, and more. While warmer temperatures, increased extreme heat events, and increased rainfall will become more and more prevalent issues, mitigation is necessary, and the City of Fishers wants to be at the forefront of climate action (IN CCIA Report).



Formed in 2021, this collaborative group strives to shape a vision for what the City of Fishers can and should do to support environmental sustainability and resiliency. Meeting quarterly, this group assesses internal and external operations of the city to see how Fishers as a municipality can be more sustainable. The EWG focuses on the sustainable actions listed in the Fishers 2040 Comprehensive Plan including Land Use, Housing & Neighborhoods, Transportation, and parks. This is all to promote clean energy and electric vehicles, preserve flood capacity, improve biodiversity, and supply additional methods of waste management to reduce greenhouse gases in the atmosphere and play our city's part in mitigating climate change.

While warmer temperatures, increased extreme heat events, and increased rainfall will become more and more prevalent issues, **mitigation is necessary**, and the **City of Fishers wants to be at the forefront of climate action.**

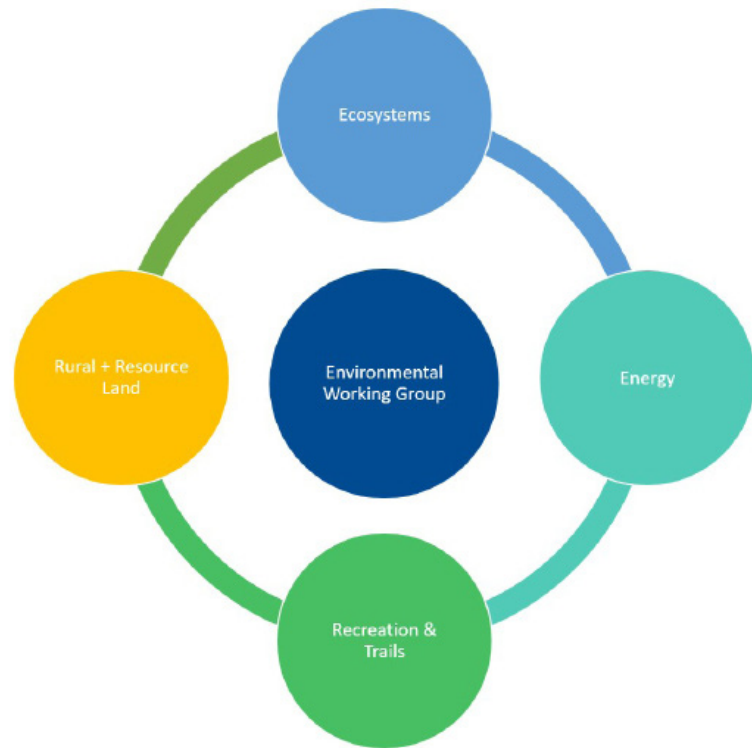


The new DPW trailer that houses the two battery-powered lawn mowers, Spring 2022.

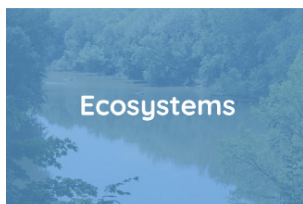
The Fishers Environmental Working is broken into four subgroups that encompasses the various governmental departments and non governmental stakeholders which are:

- Ecosystems
- Energy
- Recreation + Trails and
- Rural + Resource Lands

Structure and objectives are based from the Regional Open Space Strategy (ROSS) Green Futures Research and Design Lave of the

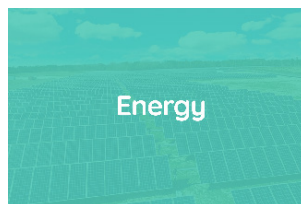


The structure of the Fishers Environmental Working Group includes four subgroups.



Ecosystems

Maintain and restore resilience to ecosystems and habitats at multiple scales in the face of a changing climate. Integrate human activities more closely with natural processes; support active resource-based economies; contribute to the identity and health of the region.



Energy

Serve an economic function by attracting investment decisions, businesses and people, and support community development efforts as a consideration in all new construction and development. Development should be designed to include and prepare for energy efficient factors.



Recreation + Trails

Create accessible opportunities for recreation and support better mobility by linking parks, open spaces, and community destinations. Conserve energy, reduce green house gas emissions, and maintains biodiversity through habitat conservation and restoration.



Rural + Resource Lands

Maintain a diverse and resilient landscape of rural and resource lands owned and operated by those that live in or are connected to the city. This landscape provides the food, resources, and ecosystem services we need and preserves our legacy for future generations.

Action Status

-  Underway (started, but not yet complete)
-  Future (not started)
-  Future, then maintenance (yet to be started, would become maintenance)
-  Complete
-  New (Future actions added during the 5-year update in 2021)
-  Maintenance (currently occurring on a repeating basis, to be maintained)



Strategic Actions

Future Land Use

Status Notes Lead by Supported by

	PK-3.3.6. Update the UDO to include standards for protection of lands designated on the open space overlay in the future land use map.			P&Z	
	LU-3.2.4. Study land uses along waterways and other natural resources for environmental protection.		New city park along the White River	P&Z	Parks, Eng, Health
	LU-3.4.1. Identify potential changes to land use policies that would improve environmental sustainability and public health.		Solar Panels permitted per UDO, EV Charging Stations required for Multi-Family Developments	P&Z	

Strategic Actions

Housing & Neighborhoods

Status Notes Lead by Supported by

	HN-5.1.5. Develop a set of best practices the City should pursue to conserve and protect Fishers' natural systems.			P&Z, DPW, Parks	
	HN-5.1.6. Monitor emerging trends in energy technologies to assess whether new products or practices could help to optimize resource management in Fishers.		Drive Clean Indiana Green Fleet Analysis	DPW, BSG	P&Z
	HN-5.1.3. Revise the UDO to encourage the use of low impact development (LID) practices in the design, construction, and maintenance of residential neighborhoods, redevelopment sites, and in mixed use areas.		2025 UDO Update	P&Z	Eng
	HN-2.1.4. Provide an option to lower the overall percentage of open space required in a specific development if it is activated with multiple elements such as public art, recreational amenities, environmental best practices, and facilities which promote social interaction for all ages and abilities.		UDO Section 6.15.2 Public Art 25% Open Space Reduction option	P&Z	
	HN-3.1.2. Revise the standards in the UDO to ensure the use of quality building materials and construction practices.			P&Z	
	HN-5.1.8. Revise the UDO to promote green building practices to maximize energy efficiency, waste reduction, pollution prevention, and occupant health.			P&Z	

Strategic Actions

Transportation

	Status	Notes	Lead by	Supported by
 TR-8.1.4. Evaluate the City's design standards to ensure infrastructure built by new development will have a long life span.	☰	2025 UDO Update	Eng	
 TR-9.5.1. Adopt low-impact development (LID) standards in the UDO.	☰	2025 UDO Update	P&Z	
 TR-9.6.1. Create best practices for EV Charging for multi-family and commercial developments.	☰ ☰	2025 UDO Update	P&Z	
 TR-9.6.2. Update UDO to require EV Charging at commercial developments over a certain threshold and define minimum requirements for an EV charging facility.	☰ ☰	2025 UDO Update	P&Z	
 TR-9.6.3. Be a resource for existing multi-family and destination commercial developments (Fishers District, TopGolf, etc.) by facilitating and connecting national EV networkers to existing developments.	☰	Drive Clean Indiana Membership	P&Z	

Strategic Actions

Parks

	Status	Notes	Lead by	Supported by
 PK-7.2.1. Plant areas of indigenous plantings in some areas of the parks to reduce costs over time and to increase the natural areas in the park system.	☰	Converted 2-acres of turf grass to native plantings at Cumberland Park. 200 native fruit and nut trees and shrubs planted at the AgriPark. Native plantings installed along Nickel Plate Trail.	Parks, DPW	
 PK-7.2.2. Proactively integrate environmentally sustainable best practices and products throughout the parks system such as recycling bins, solar lighting, composting, the use of rainbarrels, and educational signage.	🔄	Rain Barrel & Composting programs at the AgriPark & the Fishers Recycling Events	Parks, DPW	P&Z
 PK-6.2.1. Partner with the Central Indiana Land Trust to lease natural areas to offer public trails and interpretative education.	⋮		Parks	Legal
 PK-3.1.2. Develop a park to showcase LID and sustainable design to encourage the community to embrace sustainable practices.	☰	Geist Water-front Park, park along the White River	Parks	P&Z
 PK-6.2.5. Partner with neighborhood organizations and homeowner associations to identify, digitize, and track the privately owned and maintained parks within neighborhoods.	☰		Parks, DPW	P&Z. C&PR

Maintenance Actions and Ongoing Policies

Housing and Neighborhoods

Status Notes Lead by Supported by



HN-3.1.4. Conduct outreach with residents and Home Owners Associations to inform and encourage maintenance of detention ponds, trails, and both green and gray infrastructure.



Neighborhood
Vibrancy Grant
& Stormwater
Grants

Eng, P&Z

Maintenance Actions and Ongoing Policies

Transportation

Status Notes Lead by Supported by



TR-9.5.4. Be a resource for the local development community to inform on new standards and receive input.



Eng

Maintenance Actions and Ongoing Policies

Parks

Status Notes Lead by Supported by



PK-3.2.1. Train staff on best practices for the installation and maintenance of sustainable products and practices to optimize their effectiveness and longevity.



Parks, DPW



PK-3.2.2. Monitor the use of sustainable products and practices to assess their effectiveness and refine best practices.



Composting at
Agripark, smart
water meters to re-
duce water usage,
electric mowers

Parks, DPW

P&Z, Eng



PK-3.2.3. Incorporate and maintain native plantings and no mow areas into the parks, as appropriate.



DPW identified
25 acres of HSE
Schools property to
mow less frequently

Parks

C&PR



PK-3.2.4. Support opportunities for citizen involvement in environmental sustainability, such as providing more opportunities for recycling at city events and around the community.



Keep Fishers Beau-
tiful, Rain Barrel
and Composting
Programs

C&PR, Parks,
DPW

P&Z



PK-3.3.4. Preserve mature trees and the city's tree canopy through policy requirements, incentives, and other innovative measures.



Agripark
Tree Nursery,
Neighborhood
Vibrancy Grant

Parks, P&Z

DPW



PK-3.3.5. Inventory, monitor, and track health of the city's trees and endangered species.



DPW maintains a
tree inventory as
part of its accredita-
tion status

P&Z, DPW

Parks, IT



PK-7.2.3. Assess the success of these products and practices to ensure they are achieving the desired outcomes.



Parks, DPW

BSG



PK-7.2.4. Pursue grant funding for sustainable products and programs.



2022 IDEM
Commu-
nity Recycling
Grant recieved
for Agripark

P&Z, Eng,
Parks, DPW

Controller

FISHERS ARTS & CULTURE COMMISSION

The City of Fishers Common Council established the Fishers Arts & Culture Commission (FACC) with the purpose to "assist the City in becoming a community in which arts and cultural activities are recognized as vital components of community life, valued and promoted for their economic benefits, and represent an integral part of establishing a vibrant community and lifelong learning".



Created in 2021, the FACC Grant Program has awarded over \$92,000 to 28 projects.



The "I in Fishers" by Rachel Kavathe was the Commission's first ribbon cutting in 2019.

Fishers Arts & Culture Commission Vision

"To reflect both what the community is today and what it hopes to be in the future... a **smart, vibrant** and **entrepreneurial** city energized by and experienced through Arts, Architecture, and Culture."

Core Values



INCLUSIVE.



COLLABORATIVE.



AUTHENTIC.



INNOVATIVE.



ENGAGING.



EDUCATIONAL.

Action Status

-  Underway (started, but not yet complete)
-  Future (not started)
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Big Hairy Audacious Goals

Long Term / Big Picture Goals

	Status	Notes	Lead by	Supported by
FACC-1.1.1. Create a center for Arts and Culture in Fishers that is a iconic location for residents and visitors		Fishers Municipal Center		
FACC-1.2.1. Incorporating arts and culture experiences into the expansion of trails in Fishers				

“Create center for Arts and Culture in Fishers that is a iconic location for residents and visitors” — Where are we now?

In Fall 2021 The City of Fishers sent out a Request for Qualifications/Proposals for a new combined city hall and arts and culture center, lifting the arts and culture desires from the community center, and relocated them downtown in the heart of Fishers with a new combined multi-use facility.

In April 2022 renderings of the facility were presented to the community with an intended opening in Spring 2024.

“Incorporating arts and culture experiences into the expansion of trails in Fishers” — Where are we now?

In May 2019 the City unveiled the Nickel Plate Trail Master Plan. Slated itself to be a 2040 goal, it helped the community see the game-changing ability of a linear park through our community. In July 2021 The Commission cut the ribbon on the first art installation funded, a mural along the trail. Slated for install in Spring 2023 will be the second co-funded project as part of the Hamilton East Public Library's \$15M renovation, and a commission funded at the Techway Trailhead.

S.M.A.R.T. Goals

Specific, Measurable, Achievable, Relevant and Time-Bound Goals

	Status	Notes	Lead by	Supported by
FACC-2.1.1. Support cultural community events and attempt at gaining regional media recognition				
FACC-2.2.1. Identify Funding for arts and cultural invitations including:				
FACC-2.2.2. Advocating for increasing the \$50,000 that the Commission receives from City Council		Increased to \$75,000		
FACC-2.2.3. Promoting other sources of funding for creative and cultural leaders				
FACC-2.2.4. Ensuring funding of maintenance for existing public art				

S.M.A.R.T. Goals

Specific, Measurable, Achievable, Relevant and Time-Bound Goals

Status

Notes

Lead by

Supported by

FACC-2.3.1. Diversify the City's methods of outreach to support the Commission's events and work



FACC-2.3.2. Are we harnessing all methods of outreach to our underrepresented communities?



FACC-2.3.3. Prior to the 2023 Grant Cycle, identify non-social media ways of communicating past projects and the opportunities they created



FACC-2.3.4. Devise a way to showcase how Planning, C&PR, and Parks intercommunicate with non-profits and grant awardees to make sure they are getting the best opportunity to support their project



FACC-2.4.1. Aggregate data from Grant Cycles to make strategic changes to future events and experiences and;



FACC-2.4.2. Create Key Performance Indicators (KPIs) for:

1. Engagement
2. Financial Impact
3. Qualitative Impact



In Summer 2021 the FACC cut the ribbon on the first art installation funded by the Commission along the NPT, "Blazing the Trail" by Terre Haute artist Becky Hochhalter.

FISHERS ADVISORY COMMITTEE ON DISABILITY

In 2012 the ADA Citizens Task Force was formed to inform staff with accessibility priorities as a requirement of the then Town's ADA Transition Plan. In 2016 the City recognizes the first March Disability Awareness Month in Fishers and in 2017 was renamed the Fishers Advisory Committee on Disability (FACD) and received the Champions of Inclusion Award from the Indiana Governor's Council for People with Disabilities in recognition of their efforts.

In February 2022 the City of Fishers City Council codified the Fishers Advisory Committee on Disability with Ordinance No. 022122A. The Committee shall be comprised of nine (9) voting members appointed by the Mayor who are Fishers residents that are at least one of the following: professionals in advocacy, inclusion and service to people with disabilities within the City, people experienced with facing unique challenges by living with a disability as defined by the ADA, an HSE School's Division of Exceptional Learners employee, a family member or caretaker of an individual living with a disability, a local employer who actively employs a person/people with disabilities, and the City ADA Coordinator.



March Disability Awareness Month has been celebrated in Fishers since 2016.



The Ally Toolkits distributed in March highlight inclusion of residents of all abilities.

The Fishers Advisory Committee on Disability is to...

"...assist the City in becoming a community where **inclusion of all abilities** is recognized as a **key component to our vibrancy**; where persons of all abilities are recognized as **vital members of our community**; and where businesses, organizations, residents, and various stakeholders come together to **establish priorities and strategies to address the various challenges** and needs facing the disability community."

— City of Fishers Ordinance No. 022122A and Chapter 32.62 of the City Code

Action Status

-  Underway (started, but not yet complete)
-  Future (not started)
-  Future, then maintenance (yet to be started, would become maintenance)
-  Complete
-  New (Future actions added during the 5-year update in 2021)
-  Maintenance (currently occurring on a repeating basis, to be maintained)



Duties, Powers & Procedures

The Committee may and shall perform the following:

	Status	Notes	Lead by	Supported by
FACD-1.1.1. Provide Strategic Direction and Guidance for March Disability Awareness Month (MDAM) including: FACD-1.1.3. MDAM Kickoff Event FACD-1.1.4. My Point of View (MPOV) Day FACD-1.1.4. Ally Toolkits		2024 MDAM Highlights: - 450 Toolkits - 6 events - Partnership with IndyFuel	FACD	City Staff (Planning & Zoning [P&Z], Community & Public Relations [C&PR] and Parks)
FACD-1.2.1. Provide Strategic Direction and Guidance of the following: FACD-1.2.2. Fishers ADA Transition Plan FACD-1.2.3. Any similar programming created by the City		Completed Accessible Housing Report	City Staff (P&Z)	FACD
FACD-1.3.1. Represent the diverse needs and interests of the people with intellectual and development disabilities in the City		FACD Quarterly Meetings	FACD	City Staff (P&Z)
FACD-1.4.1. Review and provide feedback on the City's current services, policies, and practices		Community Engagement & Community Event Updates	City Staff (C&PR, Parks)	FACD
FACD-1.5.1. Provide informed input on the development and assessment of future City projects and services that impact people with intellectual and developmental disabilities			City Staff (P&Z, Parks)	FACD
FACD-1.6.1. Work in partnership with local area employers and community partners to increase employment and meaningful work opportunities of people with intellectual and developmental disabilities in the City		Partner with OneZone on Luncheons and area employers	FACD	
FACD-1.7.1. Collaborate with disability stakeholders, community partners and city leaders to foster a culture of inclusivity and enrich the lives of individuals with intellectual and developmental disabilities and their families		Committee Collaboration with C&PR team	FACD	City Staff (C&PR)

FISHERS ARMED SERVICES COMMISSION

In January 2022 the City of Fishers City Council created the Fishers Armed Services Commission with Ordinance No. I2202I. The purpose of the commission shall further assist the City's efforts of becoming a community where military service is honored and recognized as a key component to our vibrancy. This includes military services being incorporated and promoted in programming, policy decisions, and protocols and to ensure that recognition and appreciation towards military services is woven throughout the community and understood as a critical component to the community's sense of place. Those serving, those who have served, those desiring to serve, and our entire community that enjoys our daily freedom, will be positively impacted by the Commission.

The Commission shall be comprised of eleven (11) members appointed by the Mayor. Seven (7) shall be serviced-connected residents of Fishers, with five (5) of them being veterans or individuals currently serving in our Armed Forces. The remaining four (4) members shall be, one (1) nominated by the American Legion Post 470, one (1) nominated by the OneZone Chamber of Commerce, and two (2) nominated from the Superintendent of HSE schools, one faculty member and one student, all who will have two-year terms.



The Gold Star Families Memorial Monument located at the Central Green.



The Gold Star Families Memorial Monument located at the Central Green.

The Fishers Armed Services Commission shall...

"...further assist the City's efforts of becoming a community where **military service is honored and recognized as a key component to our vibrancy**; where military service is incorporated and **promoted in programming, policy decisions, and protocols**; and to ensure that recognition and appreciation towards **military service is woven throughout the community** and understood as a critical component to the community's sense of place."

- City of Fishers Ordinance No. I2202I and Chapter 32.110 of the City Code

Action Status

-  Underway (started, but not yet complete)
-  Future (not started)
-  Future, then maintenance (yet to be started, would become maintenance)
-  Complete
-  New (Future actions added during the 5-year update in 2021)
-  Maintenance (currently occurring on a repeating basis, to be maintained)



Duties, Powers & Procedures

The Committee may and shall perform the following:

	Status	Notes	Lead by	Supported by
FASC-1.1.1. Provide Strategic Direction and Guidance of the following: FASC-1.1.2. Hometown Help for Heroes Program FASC-1.1.3. Gold Star Memorial FASC-1.1.4. Veteran Light Pole Banner Program FASC-1.1.5. Honor a Hero Brick Paver Program FASC-1.1.6. Special Events (Veteran's Day, Memorial Day, etc.) FASC-1.1.7. Any similar programming created by the City	     	Updated pole banner design to accommodate more requests Vietnam War Veterans Day added to annual events Gold Star Mother's Day is recognized annually with a vigil and flower placement	Fishers Armed Services Commission (FASC)	City Staff
FASC-2.1.1. Develop events or programs that: FASC-2.1.2. Provide meaningful interactions related to honoring, recognizing, and celebrating military service and the community FASC-2.1.3. Expand the vibrancy that accompanies armed forces recognition to individuals not currently participating in this aspect of the community	 	Began veteran recognition visits to assisted living facilities Veteran/Fishers Honors newsletters emailed to members of the community	FASC	City Staff
FASC-3.1.1. Develop outreach initiatives to: FASC-3.1.2. Establish a listing of veterans and family currently serving in our community FASC-3.1.3. Connect with other organizations or groups to build alliances and collaborate on opportunities to further promote the Commission's goals	 	Working on a collaborative partnership with U.S. National Guard and U.S. Veterans Affairs Invited military-related organizations and nonprofits to present at FASC public meetings, add to resource list	FASC	City Staff
FASC-4.1.1. Develop procedures and protocols for the City, which may include: FASC-4.1.2. Actions related to recognizing residents entering military service, achievements during, or leaving military service FASC-4.1.3. Actions related to recognizing organizations or companies supporting military service FASC-4.1.4. Actions related to recognizing significant military events	  	Annual Graduate Breakfast held for graduating seniors with intent to enter military service. Graduates receive a cord for graduation gown for graduation ceremony	FASC	City Staff

FISHERS MENTAL HEALTH ACTION TEAMS



Since 2014, the City of Fishers has been committed to developing a preventative approach to mental health and wellbeing within the community. The City's initial work focused on Outreach and Education, Public Safety, and Youth Suicide Prevention. Early improvements included the Stigma Free Fishers campaign, HSE Schools' mental health support, and public safety training and transformation including the Mobile Integrated Health program. The City's mental health efforts are led by the Fishers Mental Health Advisory Committee and its four Mental Health Action Teams that are under the direction of the Fishers Health Department. Formed in 2023 the four Mental Health Action Teams foster collaboration among all City departments.

These teams include: People, Place, Purpose, and Prevention Resources.

The People team focuses on belonging, social connectedness, positive relationships, and a sense of community.

The Place team intentionally creates a built environment that fosters mental health.

The Purpose team includes the concept of the "your why", mattering, opportunity, economic stability, employment, faith, and volunteerism.

The Prevention Resources team increases access to services and resources that proactively enhance mental health and wellbeing. The Purpose team includes the concept of the "your why", mattering, opportunity, economic stability, employment, faith, and volunteerism.



Credible Mind in partnership with Stigma Free
Fishers is a resource rich website for all things



Action Items with this symbol are noted as contributing Action Items to the City's ongoing Mental Health Action Group.

PEOPLE

"Building a socially connected community by intentionally enhancing opportunities for belonging."

Objectives include the implementation of a system that ensures city programs promote social connectiveness and belonging by designing programs that organically build new social connections. These should also foster new connections through interactive opportunities, to explore shared interests, the natural environment, cultural experiences, and neighborhoods. Activities should also provide outreach for adults who are risk of social isolation and youth who would benefit from positive adult mentors.



PLACE

"Building infrastructure for a healthy Fishers"

Objectives include the integration of mental health into the Fishers 2040 and UDO by designing positive mental health into the community and built environment. Ensure that the City of Fishers infrastructure development and planning process consistently and routinely supports health, mental health, and wellness goals that result in significant enhancements to the built environment. Construct infrastructure for a healthy Fishers that makes it easier to make healthier choices and habits in our daily lives.



PREVENTION RESOURCES

"To connect our community members and partners to evidence-informed resources, services and opportunities that both destigmatize and promote the mental health and wellness of Fishers residents."

Objectives include providing resources for Fishers residents to utilize preventative strategies to proactively promote wellness and prevent mental illness in self and others. Enhance the Stigma Free Fishers website to include the Credible Mind tool as well as a robust inventory of local resources. The Credible Mind tool includes mental health self-assessments, videos, resources, and articles.



PURPOSE

To foster a community environment that helps people explore and find their passion, purpose, and a sense of belonging."

Objectives include the ability demonstrate how purpose is connected to mental health and share opportunities to foster purpose built decision-making and to make a difference. Includes design learning, purpose-driven, and economic opportunities while identifying resources and providing tools to employers to enhance workplace mental health, work-life harmony and purpose and mattering in youth.



THOROUGHFARE MAP

DRAFT February 2025



ORDINANCE NO. 022425D

**AN ORDINANCE OF THE COMMON COUNCIL
AMENDING THE COMPREHENSIVE PLAN FOR
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

This is an ordinance to amend the text of the Comprehensive Plan, Ordinance No. 032116C, previously enacted by the City of Fishers, Hamilton County, Indiana (“City”), pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Fishers (the “Petitioner”), seeks to amend the standards of the Comprehensive Plan for the annual update, as further specified herein (“Amendment”);

WHEREAS, the City’s Plan Commission has conducted a public hearing on Docket No. TA-25-01 is required by law in regards to the Amendment;

WHEREAS, the Plan Commission at its March 5, 2025 meeting sent a _____ recommendation to the Fishers City Council by a vote of 0 in favor and 0 opposed;

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the Council hereby desires to adopt the Amendment and as part of such approval requests that the City update the City's zone improvement plan; and

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the zone improvement plan shall be updated prior to consideration of the City impact fees.

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

Section 1. The Fishers 2040 Comprehensive Plan is hereby amended per Exhibit A.

Section 2. All other provisions of the Comprehensive Plan not in conflict with or specifically changed by this Amendment shall remain in full force and effect.

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

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

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 17th day of March 2024.

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

YAY

NAY

ABSTAIN

	Pete Peterson, Member		
	John DeLucia, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2025 at _____ p

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

Exhibit A

Chapter 6. Summary & Implementation Chapter & Throughfare Plan



Council Action Form

MEETING DATE	February 24, 2025			
TITLE	Consideration of a Text Ammendment to the Unified Development Ordinance (UDO); including Chapter 1, Chapter 3, Chapter 5, and Chapter 12. (TA-25-2)			
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 #: 022425F		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 city is bringing forward an amendment to the Unified Development Ordinance (UDO) that would include updated regulations including changes to the Zoning Districts Development Standards, Permitted Use Table and Regulations, use-specific supplementary standards, and defined terms.	
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 1 st Reading
	2.	Continue
	3.	
	4.	
PROJECT TIMELINE	February 24, 2025 - Proposed 1st Reading - City Council April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Draft Amendment - Chapter 1 3. Draft Amendment - Chapter 3 4. Draft Amendment - Chapter 5 5. Draft Amendment - Chapter 12	

CHAPTER 1. INTRODUCTORY PROVISIONS

Contents:

Article 1.1. Fishers Vision

Article 1.2. Legal Provisions

Article 1.3. Applicability

Article 1.4. Official Zoning Map

Article 1.5. Building Type

Article 1.1. Fishers Vision

Sec. 1.1.1. General

Fishers is widely recognized as a highly desirable community to raise a family and grow a business due to deliberate choices the community has made over time. To maintain Fishers as a highly desirable community, the City Council adopted a new comprehensive plan known as Fishers 2040. Fishers 2040 plan was adopted on June 20, 2016, and the purpose of the Unified Development Ordinance (UDO) is to implement the goals, actions items and desires of the Fishers 2040 plan into specific development standards.

In addition, this UDO has been developed to support the City's visions to be “a smart, vibrant, and entrepreneurial city”. This UDO establishes baseline development standards to continue to promote the City of Fishers as a premier city in which to live, work, play and raise a family.

None of the standards in this UDO are intended to limit unique, and creative planning, site design and architecture. The Planning & Zoning Department embraces creative and new development options, and it is available to discuss those options with any land owner, developer or investor.

Article 1.2. Legal Provisions

Contents:

Sec. 1.2.1. Title & Authority

Sec. 1.2.2 Purpose & Intent

Sec. 1.2.3 Compliance

Sec. 1.2.4 Severability

Sec. 1.2.1. Title & Authority

A. Title

This ordinance shall be formally known as the “City of Fishers Unified Development Ordinance,” and may be cited and referred to as the “Zoning Ordinance,” “Subdivision Control Ordinance,” “Unified Development Ordinance”, or “UDO”.

B. Authority

This UDO is adopted by the City pursuant to its authority under the laws of the State of Indiana, [IC 36-7-4 et seq.](#) Whenever codes cited in this UDO refer to Indiana Code which has been amended or superseded, this UDO shall be deemed amended about the new or revised code.

C. Relationship to the [Comprehensive Plan](#)

The City Council has instituted a comprehensive planning program to ensure that the anticipated growth
City of Fishers, IN

within the City is organized, planned, and coordinated in a manner that will not place undue burdens on the City in its ability to provide urban services and facilities. This planning program has culminated in the preparation and adoption of a comprehensive plan. The comprehensive plan maps and policies shall be consulted when land use decisions pursuant to this UDO are being made, and used as criteria in making decisions upon land use requests.

D. *Repealer*

This UDO repeals and replaces all prior Zoning Ordinances, Unified Development Ordinances, and Subdivision Control Ordinances, and is hereby incorporated by reference into the Code of Ordinances, Fishers, Indiana.

E. *Location of Ordinance*

In accordance with Indiana law, copies of any material incorporated by reference into the UDO are on file in the Clerk-Treasurer's office for public inspection. The office of the Clerk/Treasure and the Department shall keep additional copies of this UDO for the purposes of sale or distribution. The UDO is also available on the City's website.

Effective on: 7/20/2018

Sec. 1.2.2. Purpose & Intent

The purpose of this UDO is to secure adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessen or avoid congestion on public streets; preserve, protect and promote the public health, safety and general welfare of residents and businesses in the City. More specifically, this UDO is adopted to achieve the following objectives:

- A. Implement the policies and goals contained within officially adopted plans, including the Comprehensive Plan;
- B. Improve the built environment and human habitat;
- C. Protect water quality within watershed critical areas, the general watershed areas of designated water supply watersheds and other watershed districts;
- D. Encourage environmentally responsible development practices;
- E. Promote development patterns that support safe, effective and multi-modal transportation options, including auto, pedestrian, bicycle and transit and therefore minimize vehicle traffic by providing for a mixture of land uses, walkability and compact community form;
- F. Promote the greater health benefits of a pedestrian-oriented environment;
- G. Reinforce the character and quality of neighborhoods;
- H. Remove barriers to and provide incentives for walkable projects;
- I. Protect and promote appropriately located commercial and office activities to preserve and strengthen the City's economic base;
- J. Promote energy conserving and energy efficient development;
- K. Promote Salutogenic community amenities to strengthen community and individual well-being;
- L. Ensure adequate facilities are constructed to serve new development;
- M. Provide for orderly growth and development of suitable neighborhoods with adequate transportation networks, drainage and utilities and appropriate building sites;
- N. Save unnecessary expenditures of funds by requiring the proper initial construction of transportation networks, sidewalks, drainage facilities and utilities.

Sec. 1.2.3. Compliance

No structure shall be located, erected, constructed, reconstructed, moved, altered, converted, enlarged or used,
City of Fishers, IN

nor shall any piece of land be used, nor shall any existing use be expanded except when in full compliance with all provisions of this UDO and the permits and certificates required by this UDO have lawfully been issued. For information regarding nonconforming structures see [CHAPTER 2. ADMINISTRATION](#) of the UDO.

Sec. 1.2.4. Severability

If any provision or the application of any provision of the UDO is held unconstitutional or invalid by the courts, the remainder of the UDO or the application of such provision to other circumstances shall not be affected.

Article 1.3. Applicability

Contents:

Sec. 1.3.1 Jurisdiction & Exempt Entities

Sec. 1.3.2. Effective Date

Sec. 1.3.3. Ordinance Format

Sec. 1.3.4. Interpretation & Rules of Language

Sec. 1.3.5. Measurements and Calculations

Sec. 1.3.6 Transition Ordinance

Sec. 1.3.1. Jurisdiction & Exempt Entities

- A. This UDO applies to all land, buildings, structures and uses located within corporate limits and the extraterritorial jurisdiction of the City of Fishers, Indiana, and any land within Townships that have entered joinder agreements with the City for the purposes of planning and zoning. To the extent allowed by law, the provisions of this UDO apply to all land, buildings, structures, and uses owned, leased, or otherwise controlled by any district, County, State or Federal government agencies.
- B. The following governmental agencies and entities may be exempt from the UDO with approval by the City Council: The City of Fishers, Delaware and Fall Creek Townships, the County of Hamilton, the State of Indiana, Hamilton Southeastern Schools, Hamilton East Library, and regulated public utilities (hereinafter "Exempt Entities"). This exemption shall not apply to any State or Federal Building or Fire code except for local ordinance requirements as applicable (see also [Sec. 10.2.12. Exempt Entities](#)) for permit process.

Sec. 1.3.2. Effective Date

This UDO was adopted on July 19, 2018 and became effective on July 20, 2018, by Ordinance No. 071618F.

Sec. 1.3.3. Ordinance Format

A. *Format*

The structure of the text of the UDO is as follows:



B. *Cross-References*

1. **Electronic Format.** If used in the electronic format, certain aspects of this document allow the user

to quickly navigate the document by clicking on hyperlinks and quick access chapter tabs

2. **Chapter Table of Contents.** The Article headings located in the table of contents at the beginning of each Chapter may be clicked to direct the user to that Article within the Chapter.
3. **UDO Cross-References.** In-line text cross-references to other Articles or Sections within this document are *colored and emphasized in italics*. Chapters are also emphasized in all capitals for example; *CHAPTER 3. ZONING DISTRICTS*. Clicking on the emphasized text will direct the user to the cross-referenced Article.
4. **Non-UDO Cross-References.** The UDO includes cross-references to documents and websites outside of this document. These cross-references are colored and underlined. The documents or websites are highlighted for cross-reference only.

Effective on: 7/20/2018

Sec. 1.3.4. Interpretation & Rules of Language

A. *Abbreviations*

The following phrases, personnel, and document titles are shortened in this code:

1. Advisory Plan Commission = Commission
2. Board of Zoning Appeals = Board
3. City Council = Council
4. City of Fishers = City
5. Planning and Zoning = Department
6. Director of the Department = Director
7. Technical Advisory Committee = TAC

B. *Minimum Requirements*

The provisions of this UDO are the minimum requirements for securing the provisions of [Sec. 1.2.2 Purpose & Intent](#).

C. *Conflict or Inconsistency*

1. **Internal.** Unless otherwise specifically stated within this UDO, if two (2) or more provisions of this ordinance are in conflict or are inconsistent with one another, then the more restrictive provision shall apply.
2. *Federal, State, and Local.*
 - a. Whenever a provision of the UDO imposes a greater restriction or a higher standard than is required by any State or federal code or regulation, or other County or City ordinance or regulation.
 - b. Whenever a provision of any State or federal code or regulation, or other County or City ordinance or regulation imposes a greater restriction or a higher standard than is required by the UDO, the provision of the State or federal code or regulation, or other County or City ordinance or regulation shall apply, unless precluded by said code, ordinance or regulation, the provision of the UDO shall apply.
3. **Other.** Whenever a private covenant, contract, commitment, agreement, or other similar private land use regulation imposes a greater restriction or a higher standard than is required by a provision of the UDO, the City is not obligated to enforce the provisions of such private covenants, contracts, commitments, agreements, or other similar regulations to which the City is not a party.

D. *Text*

If there are found to be differences between the text of this UDO and the meaning and implication of any

drawing, table, figure, title or section heading, then the text shall prevail.

E. *Graphics*

Graphics and other illustrations are provided for informational purposes only and should not be relied upon as a complete and accurate description of all applicable regulations or requirements.

F. *Time Frames*

Unless specifically noted otherwise, time frames stated within this UDO shall be calculated to include weekdays, weekends, and holidays. If a time frame ends on a Saturday, Sunday, or holiday when the City offices are closed, then the time frame will be extended to the end of the next business day.

G. *Delegation of Authority*

If a provision in this UDO requires the Director to perform an act or duty, that provision shall also include any person working under the Director's authority and supervision unless specified otherwise.

H. *Mandatory and Permissive Terms*

The words "shall," or "must" are always mandatory and "may" or "should" are always permissive.

I. *Words Used*

If words used in this UDO are not defined in [CHAPTER 12. DEFINITIONS](#), they shall be construed to be the common usage of the language. Any legal or technical words not defined in this UDO shall be construed to be as defined by appropriate lexicon or current and common [dictionary \(e.g., Merriam-Webster's Collegiate Dictionary\)](#).

J. *Tense*

If words are used in a specific tense (past, future, or present) it shall be construed to include all tenses, unless in context, it clearly indicates a single tense.

K. *Singular/Plural Form*

If words are used in singular form then the plural form shall apply and vice versa, unless, in context, it clearly indicates one form or the other.

L. *Conjunctions*

"And" shall be construed to include all connected items in a series, conditions, and provisions, and "or" shall be construed to include one (1) or more of the items in a series, conditions, and provisions.

M. *Gender*

Words used in the masculine gender include the feminine gender and the neuter, and vice versa.

Effective on: 7/20/2018

Sec. 1.3.5. Measurements and Calculations

A. ~~Where any provision of this UDO requires calculation to determine applicable requirements, any fractional/decimal results of the calculation shall be rounded to the nearest whole number (0.5 or more is rounded up, less than 0.5 is rounded down).~~

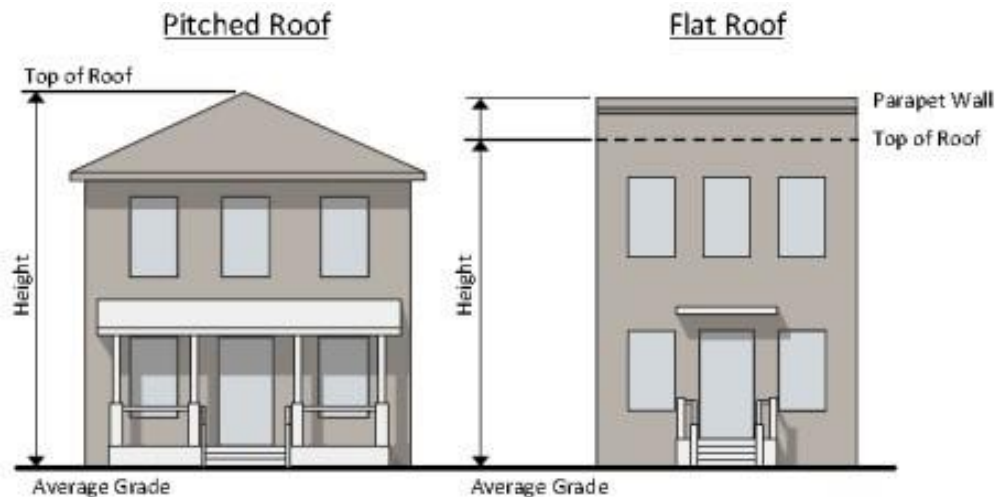
B. ~~Lot Measurements~~

1. ~~Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.~~
2. ~~Lot Width for Interior and Through Lots. Lot width for Interior and Through lots is to be measured at the front setback required per zoning district.~~
3. ~~Lot Width for Corner Lots. Lot width for Corner Lots is to be measured based on the Lot Standards outlined in Sec. 8.2.4.B.4.~~
4. ~~Lot Width and Depth for Cul-de-Sacs Lots. Lot width and depths for cul-de-sac lots is to be measured based on Lot Standards outlined in Sec. 8.2.4.B.9.~~
5. ~~Impervious Area. As defined, shall be set forth by the Zoning District or Overlay District.~~

$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

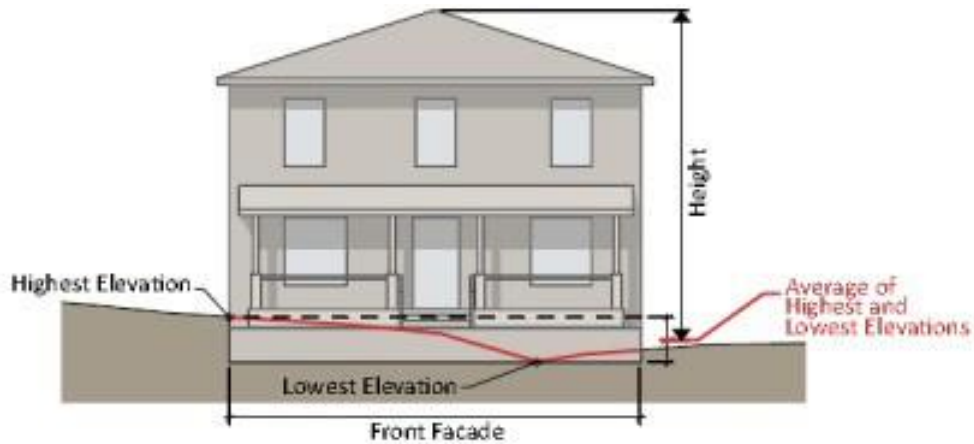
C. ~~Building Measurements~~

1. ~~The maximum structure height shall be determined in the applicable zoning district.~~
2. ~~Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).~~

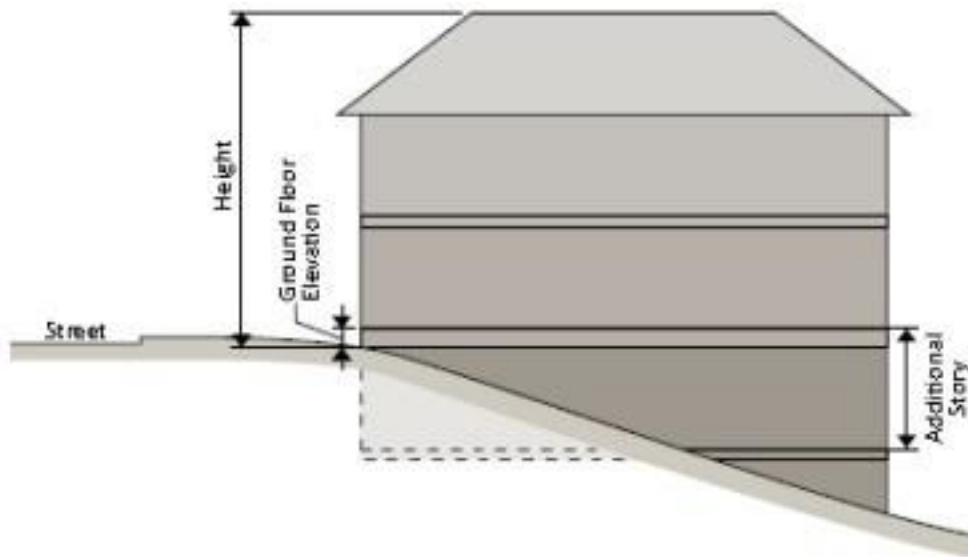


3. ~~Average Grade~~

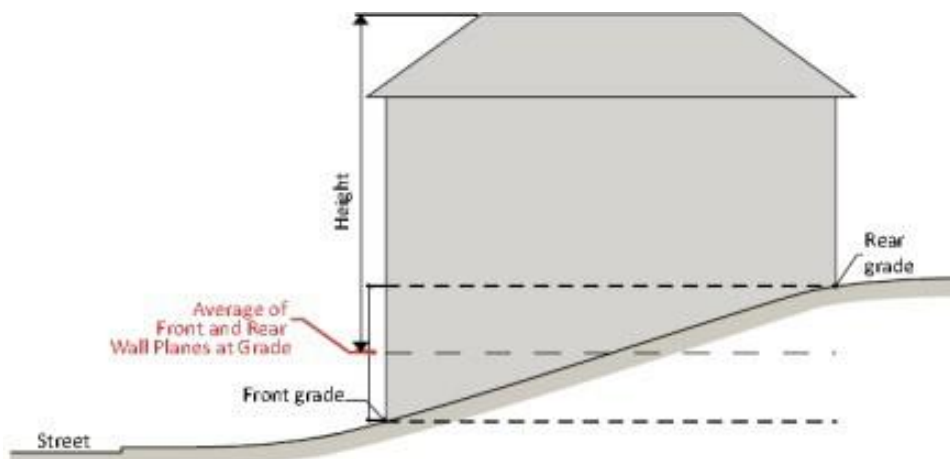
- a. ~~Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary street setback. Where mass grading has been approved by the City, average grade shall be considered the improved grade following such mass grading (see the following image).~~



- b. Where a lot slopes downward from front the property line, one (1) additional story may be built on the lower portion of the lot with the overall height measured from the grade above (see the following image).



- c. Where the property slope increases to the rear, building height is measured from the average point at grade of the front and rear wall plane (see the following image)



- d. ~~A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounded by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

~~(Ord. 121922E, 01/17/2023)~~

~~Effective on: 1/17/2023~~

Sec. 1.3.65. Transition Ordinance

A. Applications

Any complete application that has been filed with the City, prior to the effective date of this UDO, shall be regulated by the terms and conditions of the Zoning Ordinance, Subdivision Control Ordinance or UDO that was in place at the time of filing. However, all administrative procedures and fees shall follow those set forth by this UDO.

B. Buildings

All new building sites shall meet the requirements of the UDO unless:

1. A complete Building Permit application was filed and is still valid; or
2. A complete Improvement Location Permit application was filed and is still valid; or
3. A parcel was approved as a buildable lot by the Commission (valid Primary or Secondary Plat) or the Board (valid Development Standards Variance) prior to the effective date of this UDO; or
4. A complete and valid Primary Plat application has been filed with the Department prior to the effective date of this UDO.

C. Pre-Existing Land Owned for a Current or Planned Place of Worship

A property owned on July 11, 2018, by the owner or its affiliate for a current or planned place of worship shall be exempt from the UDO's Special Exception requirement if the property owner submits in writing on or before January 11, 2019, to the Director a notice that identifies:

1. the property as being owned for a current or planned place of worship;
2. the property owner (along with a copy of the current deed); and
3. the property's common address and Hamilton County parcel number.

Article 1.4. Official Zoning Map

Contents:

Sec. 1.4.1 Purpose & Intent

Sec. 1.4.2 Establishment of Official Zoning Map

Sec. 1.4.3 Interpretation of Map Boundaries

Sec. 1.4.1. Purpose & Intent

This Article establishes the framework for zoning districts within the City and their relationship to the City's Comprehensive Plan Land Use categories. This chapter also establishes the zoning map as the official designation of zoning district boundaries

Sec. 1.4.2. Establishment of Official Zoning Map

- A. The boundaries of the zoning districts are hereby established on a map entitled, "City of Fishers Official Zoning Map", which is hereby incorporated into and made part of this UDO. Notations, references,

indications, and other matters shown on the Official Zoning Map are as much a part of this UDO as if they were fully described herein. The Official Zoning Map shall be formally known as the “Official Zoning Map” and it may be cited and referred to as the “Fishers Zoning Map” or the “Zoning Map.”

- B. The electronic zoning map is maintained as part of the City’s Geographic Information System (GIS) under direction of the Department and shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the jurisdictional area

Sec. 1.4.3. Interpretation of Map Boundaries

- A. The zoning district boundaries shall be shown on the Official Zoning Map. If any uncertainty exists with respect to the intended boundaries as shown on the Official Zoning Map, the Director is authorized to interpret the boundaries.
- B. District boundaries on the Official Zoning Map shall be interpreted as follows:
 - 1. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way shall be deemed to follow the centerline of the affected road, easement, or right-of-way.
 - 2. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way at the boundaries of the planning jurisdiction shall be deemed to include the full width of such roads, easements, and transportation rights-of-way.
 - 3. Zoning district boundaries indicated as following or being parallel to section or fractional sectional lines, platted lot lines, or City corporation lines shall be construed as following or paralleling such lines.
 - 4. Zoning district boundaries indicated as approximately following the centerline of streams, rivers, or other bodies of water shall be construed to follow such centerlines as they may naturally shift over time.
 - 5. Zoning district boundaries indicated as approximately following the parcel lines as established by the Hamilton County Office of Transfer and Mapping shall be construed to follow such parcel lines.
- C. The vacation of streets shall not affect the location of zoning district boundaries. Such boundaries must be reviewed, and, if necessary, a formal amendment shall be made to the Official Zoning Map.
- D. When the Director cannot determine the location of a zoning district boundary, the Board shall determine the location of the zoning district boundary.
- E. The Overlay District boundaries on the Official Zoning Map shall be interpreted as follows:
 - 1. An overlay district shall be depicted on the Official Zoning Map with a hatch or textured pattern and be identified as such on the map legend.
 - 2. A lot that is fully covered (bounded) by an overlay district shall be entirely subject to the overlay district standards found in [CHAPTER 4. OVERLAY ZONING DISTRICTS](#).

3. A lot that is partially covered (transected) by an overlay district shall be subject to the overlay district to the extent that the lot area is covered by the overlay district.

Article 1.5. Building Type

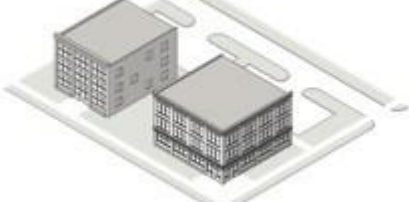
Contents:

Sec. 1.5.1. Building Type Descriptions

Sec. 1.5.2. Building Type Allowed by Districts

Sec. 1.5.1. Building Type Descriptions

The following building types have been established to allow for detailed regulation of the form within each zoning district. All graphic depictions of building types are for illustrative purposes only.

		
Detached House. A building constructed to accommodate one (1) dwelling unit on a single lot.	Attached House. A building constructed to accommodate two (2) principal dwelling units on a single lot.	Townhouse. A building constructed to accommodate two (2) or more dwelling units that are horizontally integrated where each dwelling unit is separated vertically by a party wall.
		
Apartment. A building constructed to accommodate 3 or more dwelling units that are vertically or horizontally integrated. A common kitchen is allowed. A limited set of nonresidential uses may be allowed in ground floor corner units in a Mixed-Use District.	General Building. A building constructed to accommodate nonresidential uses on all floors.	Mixed-Use Building. A multi-story building constructed to accommodate commercial uses on the ground floor and uses in addition to commercial uses on the upper floors.

Effective on: 7/20/2018

Sec. 1.5.2. Building Type Allowed by Districts

Building types are allowed by district as set forth below.

3.5.2 Building Type Allowed by Districts						
						
Zoning District	Detached House	Attached House	Townhouse	Apartment	General Building	Mixed-Use Building
Residential Districts						
ER Estate Residential	●	—	—	—	—	—
R1 Residential	●	—	—	—	—	—
R2 Residential	●	—	—	—	—	—
R3 Residential	●	—	—	—	—	—
R4 Residential	●	⊖	—	—	—	—
R5 Residential	●	⊖	—	—	—	—
TCR Town-Center Residential	●	●	●	●	—	—
M1 Multi-Family	●	●	●	●	—	—
M2 Multi-Family	●	●	●	●	—	—
Nonresidential Districts						
C1 Commercial	—	—	—	—	●	●
C2 Neighborhood District	—	—	—	—	●	●
C3 Commercial	—	—	—	—	●	●
EN Employment Node	—	—	—	—	●	●
I1 Industrial	—	—	—	—	●	●
Special Districts						
AG Agricultural	●	●	—	—	●	—
MA Municipal Airport	—	—	—	—	●	●
OS Open Space	—	—	—	—	—	—
PUD Planned Unit Development	Per approved Planned Unit District Ordinance					
Key: ● Building Type Allowed ⊖ Building Type Allowed as Part of an Approved Conservation Development — Building Type Not Allowed						

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 3. ZONING DISTRICTS

Contents:

Article 3.1. Establishment of Zoning Districts Article

3.2. Residential Districts

Article 3.3. Nonresidential Districts Article

3.4. Other Districts

Article 3.1. Establishment of Zoning Districts

Contents:

Sec. 3.1.1 Purpose & Intent Sec.

3.1.2 Legacy Districts

Sec. 3.1.3 District Transition Table

Sec. 3.1.1. Purpose & Intent

Each of the standard zoning districts in the UDO stand alone and are not a part of a hierarchy or pyramidal system of zoning. For example, what is permitted in the R1 zoning district is not necessarily permitted in the R3 zoning district. Only those uses and development standards which are expressly permitted and noted for each zoning district apply to that zoning district.

Sec. 3.1.2. Legacy Districts

(RESERVED FOR FUTURE USE)

Sec. 3.1.3. District Transition Table

(RESERVED FOR FUTURE USE)

Article 3.2. Residential Districts

Contents:

Sec. 3.2.1. ER Estate-Rural Residential District Sec.

3.2.2. R1 Residential District

Sec. 3.2.3. R2 Residential District

Sec. 3.2.4. R3 Residential District

Sec. 3.2.5. R4 Residential District

Sec. 3.2.6. R5 Residential District

Sec. 3.2.7 MP Manufactured Home Park District Sec.

3.2.8 M1 Multi-Family Residential

Sec. 3.2.9. M2 Multi-Family Residential

Sec. 3.2.10. TCR Town Center Residential District

Sec. 3.2.1. ER Estate-Rural Residential District

A. Purpose & Intent

The ER District is intended to provide for larger residential lots that are at least one (1) acre in size, and/or rural lots that have low impact development on the environment. This mixture is intended to allow residential development in areas adjacent to developed infrastructure. This district should be used to provide unique rural housing options in areas with mature vegetation, topography, drainage and wildlife. Conservation subdivision type development on smaller lot sizes in exchange for preserving common open space may be permitted in this district (see also [Sec. 8.4.7B. Conservation Area](#)). See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	1 acre (43,560 sf)
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	All streets: 60'
2b. Side, primary structure	30'
2c. Rear, primary structure	50'
3. Maximum Building Height	
3. Primary structure	35' or 3.5 stories, whichever is greater
4. Building Floor Area	
4a. Living unit area, 1-story (min)	2,000 sf
4b. Living unit area, 2-story (min)	2,200 sf
5. Other	
5a. Does not require municipal water or sewer hookup	
5b. Impervious area of lot (max)	35%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Accessory structures	Article 6.2. Accessory Structure Standards
5e. Total structures per lot	Sec. 6.8.1.G. Structures Per Lot

The diagram illustrates the development standards for a lot in the ER Estate-Rural Residential District. It shows a rectangular lot with a street on the left. Two building footprints are shown within the lot. Dimension lines indicate the following measurements:

- 1a:** Total lot width.
- 1b:** Width at building line (standard).
- 1c:** Width at corner.
- 1d:** Lot frontage.
- 2a:** Front setback from the street.
- 2b:** Side setback from the adjacent lot.
- 2c:** Rear setback from the rear lot line.

Sec. 3.2.2. R1 Residential District

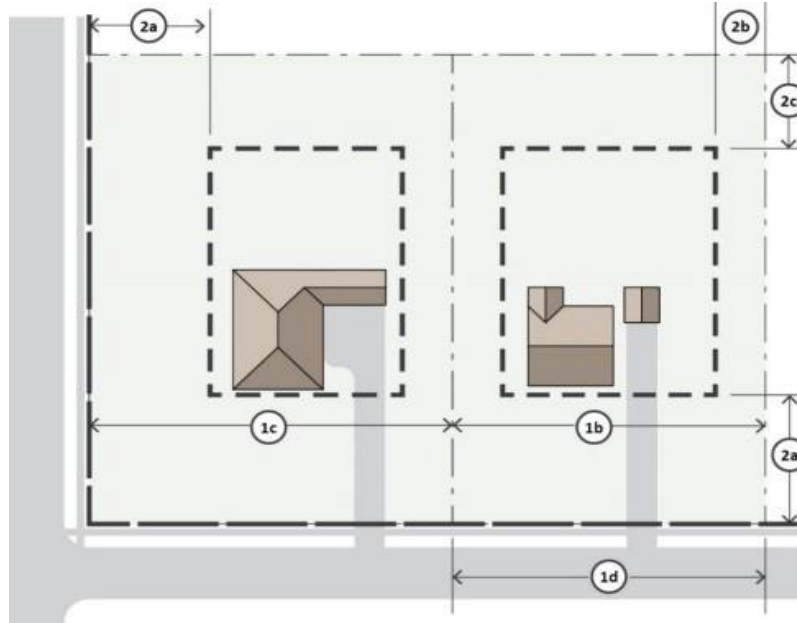
A. District Intent

The R1 District is intended to provide for single-family detached homes in a low-density range of 1.0 to 1.5 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	20,000 sf
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type:	<u>340'</u> / <u>455'</u>
<u>I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.</u> <u>II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.</u>	
2b. Side, primary structure	20'
2c. Rear, primary structure	40'
3. Maximum Building Height	
3. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,800 sf
4b. Living unit area, 2-story (min)	2,000 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	35%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Accessory structures	Article 6.2. Accessory Structure Standards
5e. Total structures per lot	Sec. 6.8.1G. Structures Per Lot

* If the lot abuts Geist Reservoir, then the maximum impervious area may be up to 50 %.

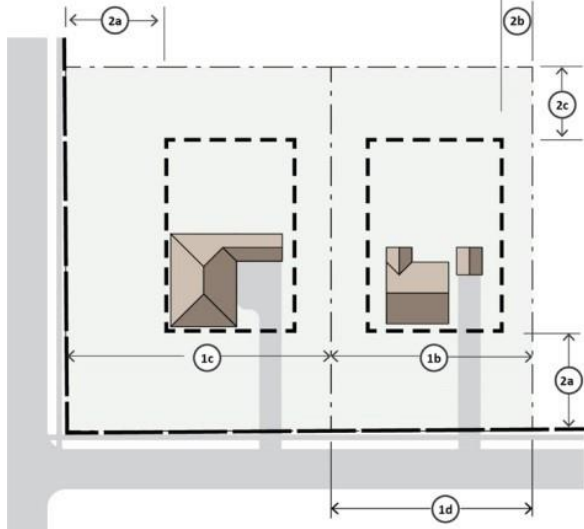


Sec. 3.2.3. R2 Residential District

A. District Intent

The R2 District is intended to be provide for single-family homes in a lower density range of approximately 1.0 to 1.7 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	15,000 sf
1b. Lot width at building line – standard	100'
1c. Lot width at building line – corner	120'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type:	40' / 55' 25' / 40'
<u>I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.</u> <u>II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.</u>	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	15' / 10'
2b. Side, Aggregate	30'
2c. Rear, primary structure	40'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,600 sf
4b. Living unit area, 2-story (min)	1,800 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	35%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Accessory structures	Article 6.2. Accessory Structure Standards
5e. Total structures per lot	Sec. 6.8.1G. Structures Per Lot
* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.	
	

Sec. 3.2.4. R3 Residential District

A. District Intent

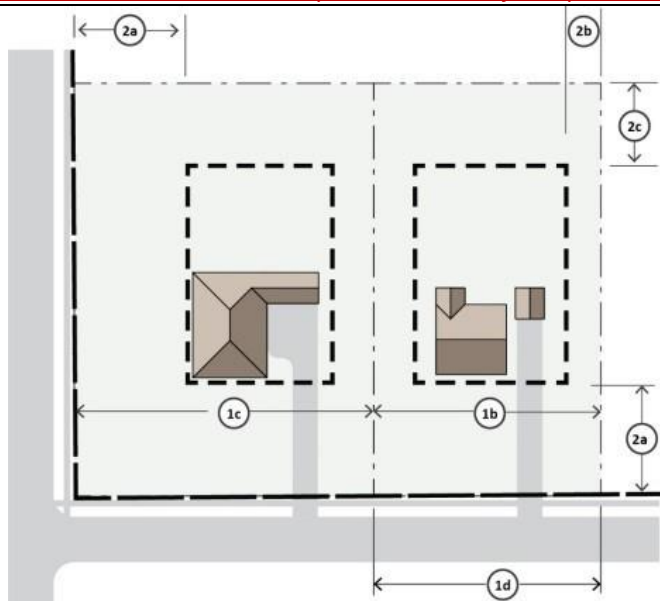
The R3 District is intended to provide for single family detached homes in a medium density range of approximately 1.0 to 2 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	12,000 sf
1b. Lot width at building line – standard	90'
1c. Lot width at building line – corner	108'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type:	<u>30' / 45' 25' / 40'</u>
<u>I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.</u> <u>II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.</u>	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	10' / 5'
2b. Side, Aggregate	20'
2c. Rear, primary structure	30'
3. Maximum Building Height	

3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,250 sf
4b. Living unit area, 2-story (min)	1,400 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Total structures per lot	Sec. 6.8.1G. Structures Per Lot

* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.



Sec. 3.2.5. R4 Residential District

A. District Intent

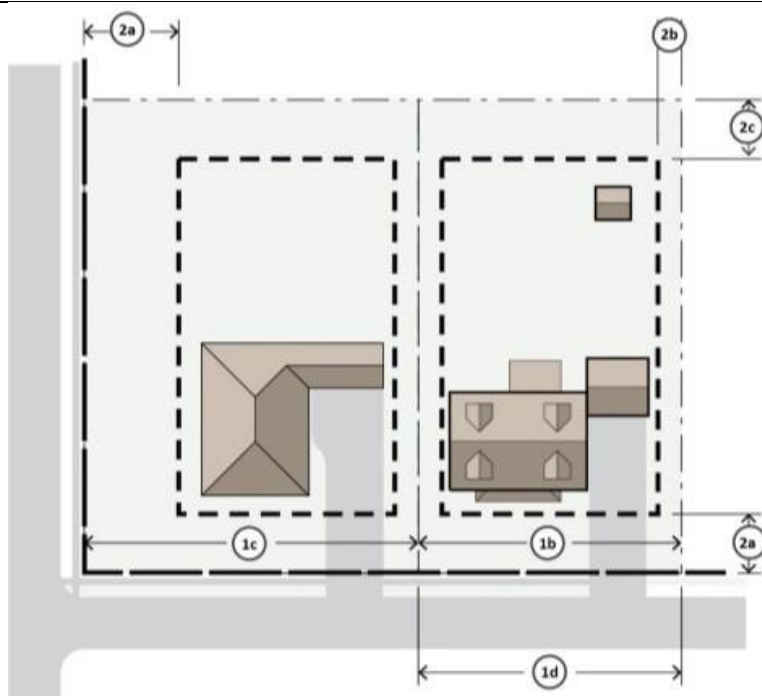
The R4 District is intended to provide for the development of single-family homes in a higher density range of approximately 1.0 to 2.5 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	10,000 sf
1b. Lot width at building line – standard	80'
1c. Lot width at building line – corner	96'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 40'
I. <u>If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.</u> II. <u>In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.</u>	

2b. Side, primary structure	10'
2c. Rear, primary structure	25'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,100 sf
4b. Living unit area, 2-story (min)	1,350 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Total structures per lot	Sec. 6.8.1G. Structures Per Lot

* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.



Sec. 3.2.6. R5 Residential District

A. District Intent

The R5 District is intended to provide for the development of single-family in a density range of approximately 1.0 to 3.0 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

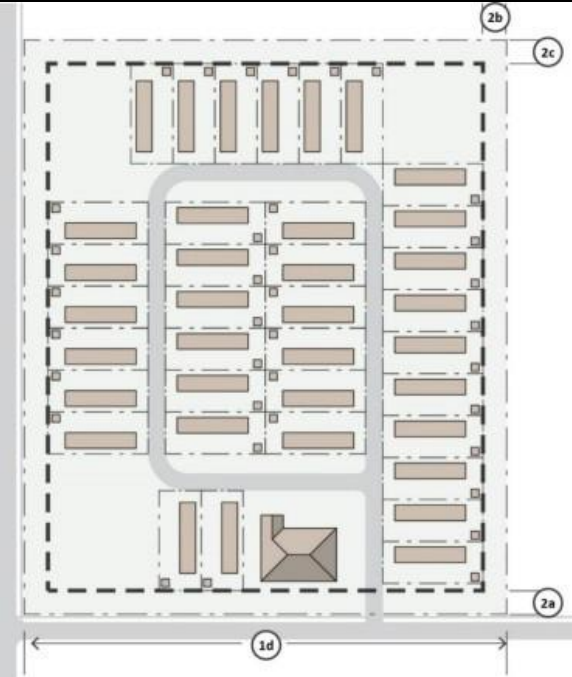
1. Minimum Lot Dimensions	
1a. Lot area	7,500 sf
1b. Lot width at building line – standard	70'
1c. Lot width at building line – corner	84'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type:	25' / 40'
I. <u>If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.</u> II. <u>In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.</u>	
2b. Side	10'
2c. Rear	25'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,000 sf
4b. Living unit area, 2-story (min)	1,200 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	50%
5c. Alternative standards	Sec. 8.4.7. Conservation Development
5d. Total structures per lot	Sec. 6.8.1G. Structures Per Lot

Sec. 3.2.7. MP Manufactured Home Park District

A. District Intent

The MP District is intended to provide a land use category for housing districts (typically mobile or manufactured home) where dwelling sites are leased. Manufactured home or mobile home parks shall be in accordance with State Law and their subsequent amendments. Additionally, all developments in this zoning district are subject to State Board of Health requirements and the requirements of the UDO. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Project Lot frontage	200'
1e. Dwelling site size	4,000 sf
1f. Dwelling site depth	200'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	All streets: 30'
2b. Side*	30'
2c. Rear*	30'
<i>*Note: additional Buffer Yard requirements may apply</i>	
2e. Front, dwelling site	15' from edge of pavement of interior roads
2f. Side, dwelling site, primary structure	7'
2g. Side, dwelling site, accessory structure	3'
2h. Rear, dwelling site, primary structure	10'
2i. Rear, dwelling site, accessory structure	5'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area (min)	750 sf per primary structure on a dwelling site
5. Other	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	80%
 The diagram illustrates a rectangular lot layout for a manufactured home park. A central access road, labeled '1d' at its frontage, divides the lot into two main sections. The left section contains several rows of rectangular dwelling units. The right section contains a larger area with more units and a central building, possibly a community center or office. The lot is bounded by a street on the left, with setbacks labeled '2a' at the front and '2b' on the side. The rear setback is labeled '2c'. The frontage of the lot is indicated by a dimension line at the bottom labeled '1d'.	

Sec. 3.2.8. M1 Multi-Family Residential

A. District Intent

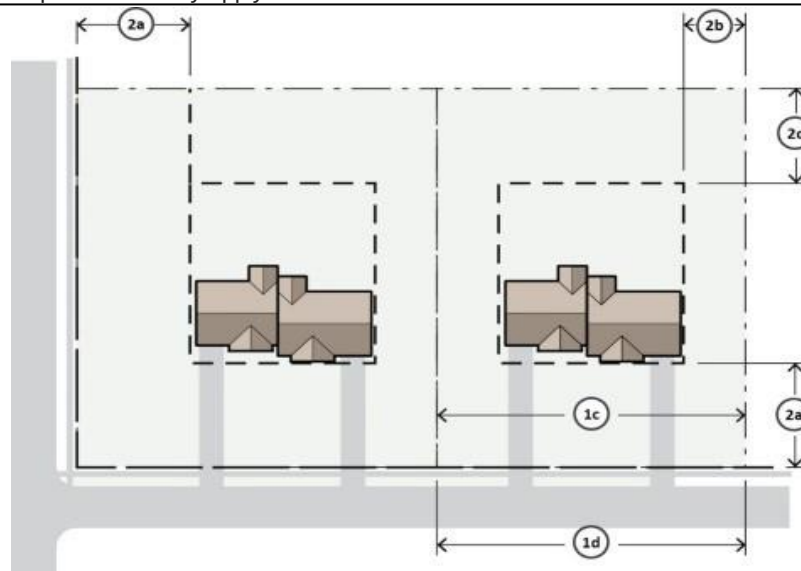
The M1 District is intended to provide for and encourage the development of detached single-family cluster homes or attached multi-family homes in a density range of approximately 1.05 to 5.0-dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	Attached House	Townhouse / Apartment Building
1a. Lot area – one-bedroom / two-bedroom / three-bedroom	1,500 sf (all)	6,500 / 7,500 / 8,500 sf/unit ¹
1b. Lot width at building line	20'	n/a ¹
1c. Lot width at building line – corner	25'	
1d. Lot frontage	20'	150' ¹
2. Minimum Building Setbacks		
2a. Front - local street / other street type	15' / 30'	25' / 40' ¹
2a. Front, Internal	18'	
2b. Side ²	0'	30' ¹
2c. Rear	18'	50' ¹
2d. Building separation (min)	20'	
3. Maximum Building Height		
3. Primary structure	35'	
4. Building Floor Area		
4a. Living unit area, one-bedroom (min)	950 sf	
4b. Living unit area, two-bedroom (min)	1,200 sf	
4c. Living unit area, three-bedroom (min)	1,400 sf	
4d. Maximum number of attached dwelling units	4	
5. Other		
5a. Requires municipal water and sewer hookup		
5b. Impervious area of lot and project site (max)	65%	
5c. Alternative standards	Sec. 8.4.7. Conservation Development	

Notes:

1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



Sec. 3.2.9. M2 Multi-Family Residential

A. District Intent

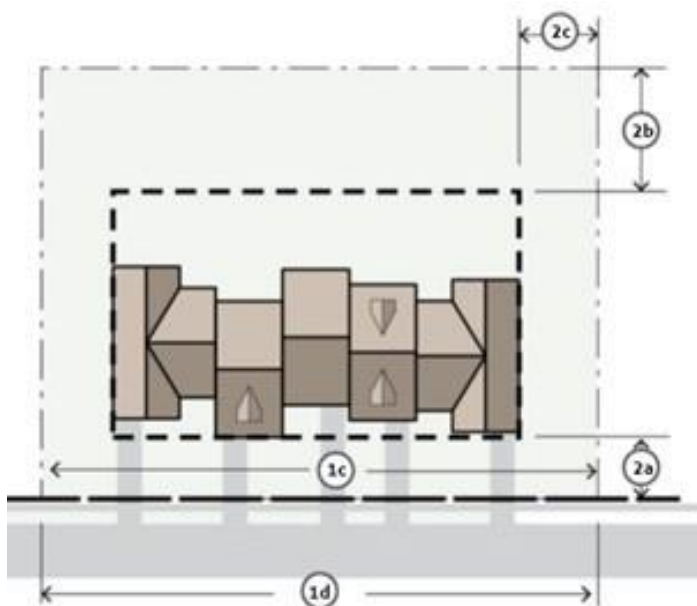
The M2 District is intended to provide for and encourage the development of attached multi-family homes in a moderate density range of approximately 1.0 to 8.0 dwelling units per acre. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area – 1-bedroom / 2-bedroom / 3-bedroom	4,500 / 5,500 / 6,500 sf./unit ¹
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage – on public street with access from	150' ¹
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 40'
2b. Front – Internal	25'
2c. Side ²	50'
2d. Rear ²	50'
2e. Building separation (min)	30'
3. Maximum Building Height	
3.a Primary structure	35'
4. Building Floor Area	
4a. Living unit area (min) – 1-bedroom / 2-bedroom / 3-bedroom	850 / 1,100 / 1,300 sf
5. Other	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:

1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



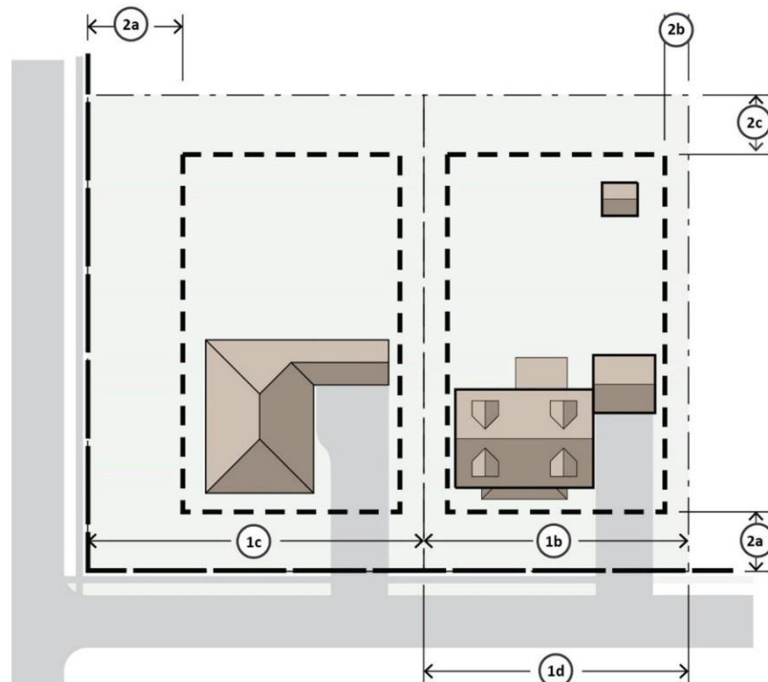
Sec. 3.2.10. TCR Town Center Residential District

A. District Intent

The TCR District is established to provide a land use category for residential areas in the Town Center. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage	n/a
2. Minimum Building Setbacks	
2a. Front - local street / other street type	15', or the average of existing setbacks for infill lots
2b. Side, primary structure / Two-family dwellings	5' / zero
2c. Aggregate side setback	10'
2d. Rear, primary structure	20'
3. Maximum Building Height	
3a. Primary structure	25'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	n/a
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	80%
5d. Accessory structures	Article 6.2. Accessory Structure Standards



Article 3.3. Nonresidential Districts

Contents:

Sec. 3.3.1 C1 Commercial District

Sec. 3.3.2. C2 Neighborhood Business District Sec.

3.3.3 C3 Commercial District

Sec. 3.3.4. EN Employment Node District

Sec. 3.3.5. I1 Industrial District

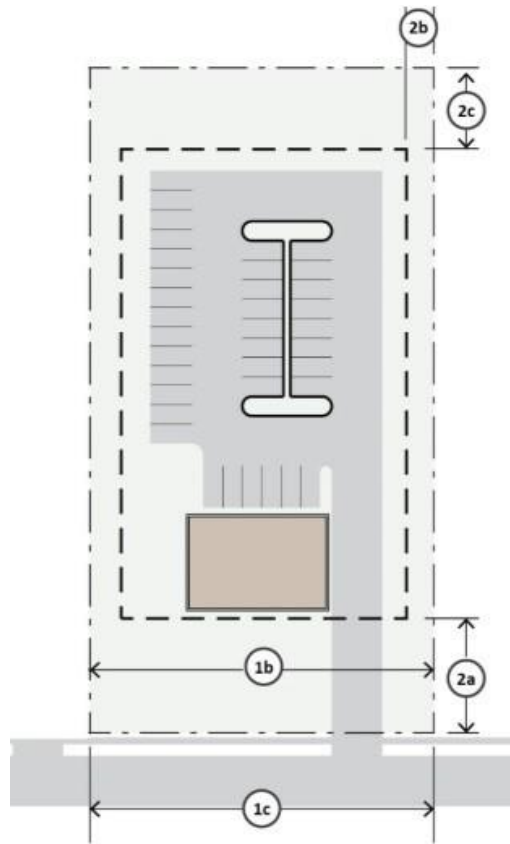
Sec. 3.3.1. C1 Commercial District

A. District Intent

The C1 District is established to provide for the development of professional and office type businesses which may serve as buffer areas between residential and more intense commercial districts. It is intended that the C1 District will result in the development of office buildings arranged in a park type environment, with structures that would be compatible with neighboring residential uses. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100'
2. Minimum Building Setbacks	
2a. Front ¹	50'
2b. Side ¹ / aggregate	10'
2c. Rear ¹	20'
2d. Internal	Zero
3. Maximum Building Height	
3a. Primary Structure	35' / 3 stories
4. Building Floor Area	
4a. Main floor area (min)	n/a
4b. Floor area per unit (min)	n/a
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes:	
1. Additional buffer yard requirements may apply	



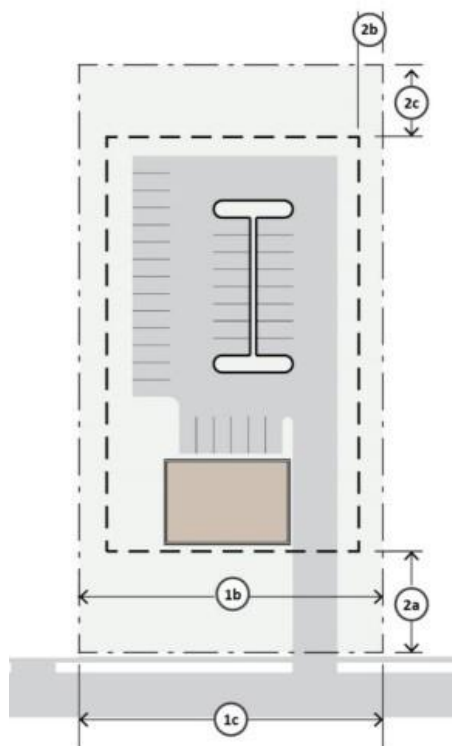
Sec. 3.3.2. C2 Neighborhood Business District

A. District Intent

The C2 District is established to provide for the development of commercial and frequently used businesses associated with the shopping, service and family needs of adjacent or local residential areas. The C2 District is intended to provide for the establishment of smaller shops or stores serving a localized area rather than larger businesses serving regional areas. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	1 acre (43,560 sf)
1b. Project area	n/a
1c. Lot width	n/a
1d. Lot frontage	150'
2. Minimum Building Setbacks	
2a. Front ¹	50'
2b. Side ¹ / aggregate	10'
2c. Rear ¹	20'
2d. Internal	Zero
3. Maximum Building Height	
3a. Primary Structure	35' / 2 stories
3b. Freestanding structure	25' / 1 story
4. Building Floor Area	
4a. Gross Floor Area (min)	n/a
4b. Floor area ratio (max for site)	0.2
4c. Floor area (max per building / site)	55,000 sf / 90,000 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes:	
1. Additional buffer yard requirements may apply	



Sec. 3.3.3. C3 Commercial District

A. District Intent

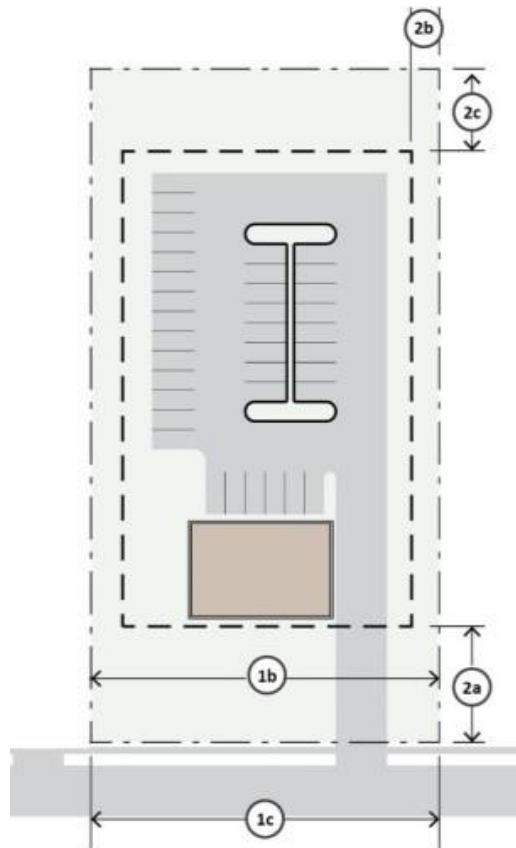
The C3 District is established to provide for the development of a broad spectrum of commercial and business uses. These uses are expected to serve the regional area commercial, business, and service needs. Consequently, the C3 District is expected to cause more traffic demands, and is, therefore, to be located or situated only along or adjacent to thoroughfares, major thoroughfares or expressways at interchanges with thoroughfares. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	200'
2. Minimum Building Setbacks	
2a. Front ¹	50'
2b. Side ¹ / aggregate	15' / 30'
2c. Rear	30'
2d. Internal	Zero
3. Maximum Building Height	
3a. Primary Structure	65'
3b. Adjacent to residential zones or uses	35'
4. Building Floor Area	
4a. Main Floor Area (min)	n/a
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:

1. Additional buffer yard requirements may apply



Sec. 3.3.4. EN Employment Node District

A. District Intent

1. The EN District is provided for the development of large office buildings providing regional employment opportunities integrated with a mix of uses, open space and trail connectivity. This District will provide premier office space and employment centers whose viability, quality, and character are important to the community, adjacent residents, employees, business owners, and taxing districts.
2. The purpose of this District is to promote sustainable economic development in this area that will serve as an economic driver for the City, providing additional business tax base and employment opportunities for residents in and around the City.
3. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Lot / Site Dimensions	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
2. Building Setbacks and Build-to Area (BTA)	
2a. Front, BTA (min / max)	15' / 30'
2b. Side interior lot line (min) ¹	0 or 15'
2c. Side street BTA (min / max)	10' / 30'
2d. Rear ¹	20'
2e. Building width within the front build-to area (min)	50%

2f. Building width within the side build-to area (min)	25%
3. Parking Setbacks	
3a. Front (min)	20'
3b. Side lot line (min)	0'
3c. Side street (min)	10'
3d. Rear lot line (min)	5'
4. Height	
4a. Along I-69 (min)	38' and 3 occupiable floors
4b. Along other streets (max)	30' and 2 occupiable floors
4c. Adjacent to residential zones (max)	30'
5. Floor Area	
4a. All primary buildings, finished floor area (FFA) (min)	15,000 sf
4b. First floor FFA, second floor FFA along I-69 (max)	40%, 35%
4c. First floor FFA along other streets (max)	60%
6. Other	
5a. Impervious area of lot (max)	75%
Notes	
1. Additional buffer yard requirements may apply	

Sec. 3.3.5. I1 Industrial District

A. District Intent

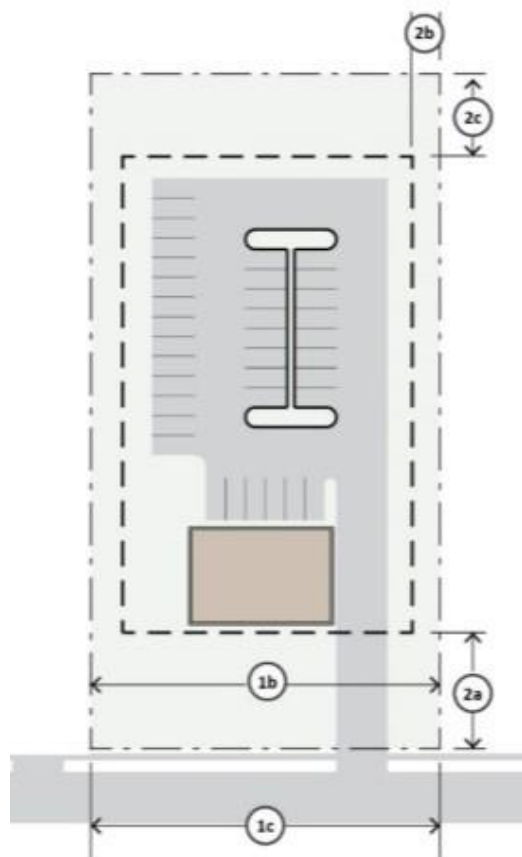
The I1 District is established for the development of light industrial uses which are totally enclosed within a building or structure. This district shall be located adjacent to the C3 District. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Lot / Site Dimensions	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	150'
2. Building Setbacks	
2a. Front	100'
2b. Side interior lot line (min) ¹	0'
Side street (min) ¹	15'
2c. Rear ¹	50'
3. Parking Setbacks	
3a. Front (min)	10'
3b. Side lot line (min)	0'
3c. Side street (min)	10'
3d. Rear lot line (min)	5'
4. Height	
4a. Primary Structure (max)	42' / 3 stories
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes

1. Additional buffer yard requirements may apply



Article 3.4. Other Districts

Contents:

Sec. 3.4.1 AG Agriculture District

Sec. 3.4.2. MA Municipal Airport District

Sec. 3.4.3 NPD Nickel Plate District Sec.

3.4.4 OS Open Space District

Sec. 3.4.5. PUD Planned Unit Development District

Sec. 3.4.1. AG Agriculture District

A. District Intent

The intent of the AG District is to conserve agricultural land and undeveloped natural amenities while preventing the encroachment of incompatible land uses on farm land and other undeveloped areas. The types, area and intensity of land uses in an AG District are designed to encourage and protect agricultural uses and for the conservation of undeveloped areas. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Lot / Site Dimensions	
1a. Lot area / site area (min)	10 acres (435,600 sf)
1b. Lot width (min)	150'
1c. Lot frontage (min)	50'
2. Building Setbacks	
2a. Front (min)	60'
2b. Side (min)	50'
2c. Rear	100'
3. Height	
3a. Primary Structure (max)	35' / 2.5 stories
3b. Accessory structures (max)	22' (agriculture-related accessory structures are exempt)
4. Other	
4a Does not require municipal water and sewer hookup	
4b. Impervious area of lot (max)	15%

Sec. 3.4.2. MA Municipal Airport District

A. Intent

The MA District is designed to provide land for the operation of public airports. Such airports shall be operated in compliance with all applicable safety and operational standards and regulations of the Federal Aviation Administration and other aviation regulatory authorities. Said airports shall be deemed in compliance with the requirements of the UDO as applied to navigation and flight operational uses. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Lot / Site Dimensions	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	n/a
2. Building Setbacks	
2a. Front (min) ¹	50'
2b. Side interior lot line (min) ¹	0'
Side street (min) ¹	25'
2c. Rear (min) ¹	25'
3. Height	
3a. Primary Structure (max)	Per FFA restrictions
4. Other	
4a Requires municipal water and sewer hookup	
4b. Impervious area of lot (max)	85%
Notes	
1. Additional buffer yard requirements may apply	

Sec. 3.4.3. NPD Nickel Plate District

The following zoning categories are regulated by an independent regulator document entitled [City of Fishers Nickel Plate District Code](#):

- A. Downtown Core (DC)
- B. Highway Center (HC)
- C. Municipal Center (MC)
- D. Village Center (VC)

E. Technology Center (TC)

In the event of any conflict between any provision of the NPD Code and any other provision of the UDO, the NPD Code shall provide the ultimate control within the NPD District. In the event the NPD Code is silent as to fees, permits, sign regulations, or any other similar provision relating to development standards, the applicable provision of the UDO shall control.

Sec. 3.4.4. OS Open Space District

A. Intent

The OS District is intended to provide for permanent open space areas that will be preserved as undeveloped or open land and developed land for use as parks, playgrounds, recreational areas, buffer zones between commercial or industrial uses and adjacent residential districts. The open space may be developed into single or multipurpose use areas, and these uses may be managed or operated by the City, County, school systems, parks board, or others. See [CHAPTER 5. USE REGULATIONS](#) for permitted uses within the District.

B. Development Standards

1. Lot / Site Dimensions	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	None; except if more than one curb cut entrance/exit is required, the site shall have at least 200' of frontage
2. Building Setbacks	
2a. Front (min)	100'
2b. Side interior lot line (min)	100'
2c. Rear	100'
3. Height	
3a. Primary Structure (max)	35'
3b. Accessory structures (max)	18'
4. Other	
4a. Requires municipal water and sewer hookup	
4b. More than one primary structure shall be permitted on one tract of land.	
4c. Impervious area of lot (max)	30%

Sec. 3.4.5. PUD Planned Unit Development District

A. Intent

The intent of the PUD District is to provide a relief mechanism from the prescriptive standards of a general use zoning district. The PUD District is intended to be used to achieve a higher quality of project design than could be accomplished through the strict application of a general use district or set of general use districts, without adversely impacting the adequate facilities required to serve the property and surrounding area. A PUD District is established through Council approval with a specific PUD District Ordinance establishing the development standards and use standards for each PUD District (see [Sec. 10.2.16. Planned Unit Development](#)).

B. Prerequisite Base Zoning

The prerequisite base zoning shall be as indicated in the PUD District Ordinance. If a parent tract has multiple zoning districts, each of those zoning districts must be on the prerequisite listing.

C. Minimum Project Size

The minimum project size for a PUD District shall be two (2) acres or more.

D. Minimum Parent Tract

The minimum parent tract area shall be as indicated in the PUD District Ordinance.

E. Development Requirements

A PUD District shall comply with the provision of the UDO. In addition, a proposed PUD District should include concepts and development and design standards that generally offer the following advantages over a standard zoning district:

1. Address the policies included in the Comprehensive Plan specific to the neighborhood to encourage consistency with the community's vision as presented in the Comprehensive Plan.
2. Use design to provide compatibility between areas of different land uses and development intensities within the PUD District.
3. Buffer different types of land uses and development intensities outside of the PUD District from those within the PUD District to increase compatibility or minimize any adverse impact which new development may have on existing or zoned development.
4. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces and provide enhanced [Salutogenic](#) amenities and open space.
5. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.
6. Promote architecture that complements the surroundings.
7. Counteract urban monotony and congestion on streets.

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 5. USE REGULATIONS

Contents:

- Article 5.1. Allowed Property Uses & Maintenance Standards
- Article 5.2. Residential Uses
- Article 5.3. Public & Institutional Uses
- Article 5.4. Commercial Uses
- Article 5.5. Industrial Uses
- Article 5.6. ~~Open~~ **Agricultural and** Animal Uses
- Article 5.7. Accessory Uses
- Article 5.8. Temporary Uses

Article 5.1. Allowed Property Uses & Maintenance Standards

Contents:

- Sec. 5.1.1. Classification of Uses
- Sec. 5.1.2. Prohibited Uses
- Sec. 5.1.3 Use Determination
- Sec. 5.1.4. Key to Use Table
- Sec. 5.1.5. Permitted Use Table
- Sec. 5.1.6. General Health & Maintenance Standards

Sec. 5.1.1. Classification of Uses

A. Applicability

No building, structure or land shall be used and no building or structure shall be erected, reconstructed or structurally altered, which is arranged, intended or designed to be used for any purpose other than a use which is permitted and specified in a zoning district in which such a building, structure or land is located.

B. Permitted Uses

Permitted uses by district are listed in [Sec. 5.1.5. Permitted Use Table](#). Permitted uses are grouped into categories of uses.

C. Special Exception

Special Exceptions by district are listed in [Sec. 5.1.5. Permitted Use Table](#). See also [Sec. 10.2.19. Special Exception](#).

D. Accessory Uses

Accessory uses are allowed in conjunction with a permitted primary use as set forth in [Article 5.7. Accessory Uses](#).

E. Temporary Uses

Temporary uses, in conjunction with a primary use, are allowed as set forth in [Article 5.8. Temporary Uses](#).

F. Use Standards

Certain use standards are allowed with specific standards as set forth in this Chapter. The use standard

is cross-referenced in [Sec. 5.1.5. Permitted Use Table](#).

G. Change of Tenant - Large Scale Tenant Spaces

For any tenant space with a floor area of 25,000 square feet or greater, a change of one tenant to a different tenant with a COMMERCIAL or PUBLIC & INSTITUTIONAL use listed under [Sec. 5.1.5. Permitted Use Table](#), excluding medical or office, shall be required to obtain approval from City Council as set forth in [Sec. 10.2.26. Change of Tenant - Large Scale Tenant Spaces](#).

(Ord. 062121B, 07/19/2021)

Effective on: 7/19/2021

Sec. 5.1.2. Prohibited Uses

Except for uses determinations made pursuant to [Sec. 5.1.3 Use Determination](#), any use not explicitly allowed as a permitted use by right, accessory use, limited use, Special Exception, or a Temporary Use in the zoning district allowed in [Sec. 5.1.5. Permitted Use Table](#), is prohibited. The enumerations of prohibited uses below are expressly prohibited, but such enumeration shall not be deemed exclusive or all-inclusive. Prohibited uses include:

- A. Any use of prima fascia business, commercial, or industrial character not otherwise specifically allowed in a zoning district ;
- B. Any use prohibited by an applicable Special Exception;
- C. Any use prohibited by an applicable overlay zoning district;
- D. Manufactured home or travel trailer except in the MP Zoning District or allowed in a PUD Zoning District;
- E. Open dump;
- F. Signs erected in violation of [Article 6.17. Signage Standards](#); and
- G. Storage of unlicensed, uninspected, wrecked, crushed, dismantled, or partially dismantled automotive vehicles except as temporarily allowed in towing yards for vehicles or stored in a garage.

Effective on: 7/20/2018

Sec. 5.1.3. Use Determination

A. Interpretation by the Director

The Director is responsible for categorizing all uses. If a proposed use is not listed in a use category, but is similar in character, intensity, and impact to a listed use, the Director may consider the proposed use part of that use category. When determining whether a proposed use is like a listed use, the following criteria will be considered:

1. The actual or projected characteristics of the proposed use;
2. The relative amount of site area or floor area and equipment devoted to the proposed use;
3. Relative amounts of sales;
4. The customer type;
5. The relative number of employees;
6. Hours of operation;
7. Building and site arrangement;
8. Types of vehicles used and their parking requirements;
9. The number of vehicle trips generated;
10. How the proposed use is advertised;
11. The likely impact on surrounding properties; and
12. Whether the activity is likely to be found independent of the other activity on the site.

B. Uses Not Specifically Listed

A use not specifically listed in [Sec. 5.1.5. Permitted Use Table](#) is prohibited, unless the Director determines the use to be part of a use category as described in [Sec. 5.1.3 Use Determination](#).

C. Director Action

Following a determination by the Director, a written record shall be kept by the Department (see also [Sec. 10.2.2. Administrative Determination](#)).

Sec. 5.1.4. Key to Use Table

[Sec. 5.1.5. Permitted Use Table](#) identifies uses permitted in each zoning district. The use table key is set forth below.

A. Permitted Use (P)

Indicates that the use is permitted by right in the District.

B. Special Exception (S)

Indicates that it is a permitted use, subject to a review by the Board of Zoning Appeals and conditions and limitations imposed by the Board.

C. Accessory (A)

Indicates that the use is permitted as an accessory use to an established primary use.

D. Temporary (T)

Indicates that the use is permitted as a temporary use.

~~E. Limited Use (L)~~

~~Indicates that the use is permitted on a limited basis with additional standards.~~

Use Not Permitted (-)

Indicates that a use is not permitted in that District.

~~F. Conditional Use (C)~~

~~Indicates a use permitted that requires approval of the Board due to its nature.~~

(Ord. [011822](#), 02/21/2022)

Effective on: 7/20/2018

Sec. 5.1.5. Permitted Use Table

5.1.5 Permitted Use Table																		
USE	Residential									Nonresidential						Other		Use Standards
	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
	P - Permitted, S - Special Exception Permit Required, A - Accessory, T - Temporary, * - Zoning-specific standards and limitations apply																	
RESIDENTIAL																		
Household Living, as listed below:																		Sec. 5.2.1.A
Single-unit living	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P	-	Sec. 5.2.1B.
Two-unit living	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	Sec. 5.2.1C.
Multi-unit living	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	Sec. 5.2.1D.
Cottage court (IN PROGRESS)	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	Sec. 5.2.1E.
Conservation development	P	P	P	P	P	P	-	P	-	-	-	-	-	-	-	-	-	Sec. 5.2.1F.
Compact development (IN PROGRESS)																		
Manufactured home development	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	Sec. 5.2.1.G
Group Home Living, as listed below:																		Sec. 5.2.2.A.
Assisted living facility / memory care	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	Sec. 5.2.2.B.
Group home	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	Sec. 5.2.2. GB .
Special Care Facility	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	Sec. 5.2.2. DC .
Special care facility, as listed below:																		Sec. 5.2.2. DC .
Residential facility for the developmentally disabled	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	Sec. 5.2.2. DC .
Residential facility for the mentally ill	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	Sec. 5.2.2. DC .
Senior Living, as listed below:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>Sec. 5.2.3.A.</u>
<u>Senior Living Community</u>	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	<u>Sec. 5.2.3.B.</u>
<u>Assisted Living</u>	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	<u>Sec. 5.2.3.C.</u>
<u>Independent Living</u>	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	<u>Sec. 5.2.3.D.</u>
<u>Nursing Home</u>	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	<u>Sec. 5.2.3.E.</u>

PUBLIC & INSTITUTIONAL	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
CIVIC, except as listed below:	S	S	S	S	S	S	S	S	-	S	S	S	S	S	-	S	S	Sec. 5.3.1A. & E.
Cemetery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	Sec. 5.3.1A. & B.
Hospital	-	S	S	S	-	-	-	-	-	-	-	P	-	P	-	-	-	Sec. 5.3.1A
Place of Worship	S	S	S	S	S	S	S	S	-	S	S	S	-	S	-	S	S	Sec. 5.3.1A. & C.
Schools, Pre-K and Nursery	S	S	S	S	S	S	S	S	-	S	S	S	-	S	-	S	P	Sec. 5.3.1A. & D.
Schools, Primary and Secondary	S	S	S	S	S	S	S	S	-	S	S	S	-	S	-	S	P	Sec. 5.3.1A. & D.
Schools, trade, business or commercial	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	-	-	Sec. 5.3.1A.
Parks, Open Space and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 5.3.2A.
Outdoor Living History Museum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	Sec. 5.3.2B.
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 5.3.3A.
Major utilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 5.3.3B.
Telecommunication tower	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	Sec. 5.3.3C.
Micro (small cell) tower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 5.3.3D.
Wind turbines	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	Sec. 5.3.3A.
EDUCATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School, Preschool through K-12	S	S	S	S	S	S	S	S	-	S	S	S	-	S	-	S	P	Sec. 5.3.1A. & D.
School, Trade/Business	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	-	-	Sec. 5.3.1A.
HEALTHCARE FACILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hospital	-	S	S	S	-	-	-	-	-	-	-	P	-	P	-	-	-	Sec. 5.3.1A
PARKS & OPEN SPACE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, Open Space and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 5.3.2A.
Outdoor Living History Museum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	Sec. 5.3.2B.
UTILITIES AND COMMUNICATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 5.3.3A.
Major utilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 5.3.3B.
Telecommunication tower	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	Sec. 5.3.3C.
Micro (small cell) tower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec. 5.3.3D.
Solar Energy System (SES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SES, Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	Sec 5.3.3.E

 SES, Freestanding	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>P</u>	<u>P</u>	<u>Sec 5.3.3.E</u>
SES, Parking Lot Canopy	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>Sec 5.3.3.E</u>
SES, Roof-Mounted	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>Sec 5.3.3.E</u>
SES, Wall-Mounted	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>Sec 5.3.3.E</u>
Wind Energy System (WES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WES, Small	<u>A</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>Sec 5.3.3.F</u>
WES, Large	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>P</u>	<u>-</u>	<u>Sec 5.3.3.F</u>
Battery Energy Storage System (BESS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BESS, Tier I	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>Sec 5.3.3.G</u>
BESS, Tier II	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>S</u>	<u>-</u>	<u>S</u>	<u>-</u>	<u>Sec 5.3.3.G</u>
COMMERCIAL	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
Child Care, as listed below:																		Sec. 5.4.1A.
Child care center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	Sec. 5.4.1B.
Child care home	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	<u>PA</u>	-	-	-	-	-	-	<u>CS</u>	Sec. 5.4.1C.
Child care ministry	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>A</u>	<u>-</u>	<u>A</u>	<u>S</u>
Indoor Entertainment and Recreation, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	-	P	S	-	P	Sec. 5.4.2A.
Adult entertainment establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>CS</u>	-	-	-	Sec. 5.4.2B.
Medical, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	<u>LP*</u>	P	<u>P*</u>	-	-	Sec. 5.4.3A. & B.
Clinic	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	Sec. 5.4.3C.
Office	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-	Sec. 5.4.4A.
Outdoor Recreation	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	Sec. 5.4.5.
Overnight lodging, except as provided below:	-	-	-	-	-	-	-	-	-	-	-	P	-	<u>LP*</u>	-	-	-	Sec. 5.4.6A. & C.
Bed and breakfast	P	P	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	Sec. 5.4.6B.
Short-term rentals	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	-	-	-	-	-	<u>L</u>	-	Sec. 5.4.6D.
Short-term rentals, owner-occupied	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>A</u>	<u>-</u>	<u>Sec. 5.4.6D.</u>
Short-term rentals, not owner-occupied	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>S</u>	<u>-</u>	<u>Sec. 5.4.6D.</u>
Personal Service, except as listed below:	-	-	-	-	-	-	-	-	-	P	P	P	<u>LP*</u>	-	<u>LP*</u>	-	-	Sec. 5.4.7A. & D.
Animal care (indoor)	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	<u>P</u>	-	<u>P</u>	-	<u>P</u>	<u>P</u>	Sec. 5.4.7B.

Animal care (outdoor)	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	P	P	Sec. 5.4.7C.
Restaurant/bar, as listed below:	-	-	-	-	-	-	-	-	-	-	P	P	-	-	L	P	-	Sec. 5.4.8.A.
Bar, tavern, lounge	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	Sec. 5.4.8.B.
Eating establishments	-	-	-	-	-	-	-	-	-	-	P	P	<u>LP*</u>	-	<u>LP*</u>	-	-	Sec. 5.4.8.C.
Fast food/quick service	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	Sec. 5.4.8.D.
Retail sales, except as provided below:	-	-	-	-	-	-	-	-	-	-	P	P	<u>LP*</u>	-	-	-	-	Sec. 5.4.9A. & F.
Brewery, low intensity	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	Sec. 5.4.9.B.
<u>Electric Vehicle Charging Station</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>5.4.9.C</u>
<u>Electric Vehicle Charging Facility</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>S</u>	<u>S</u>	<u>;</u>	<u>S</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>5.4.9.C</u>
Grocery	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	Sec. 5.4.9.D
Special handling	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	Sec. 5.4.9.E
Vehicle fuel sales	-	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	-	P	-	-	-	Sec. 5.4.9.F
Vehicle sales/rentals	-	-	-	-	-	-	-	-	-	-	-	<u>LP*</u>	-	P	-	-	-	Sec. 5.4.10. A & B
INDUSTRIAL	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
Light industrial	-	-	-	-	-	-	-	-	-	-	-	-	<u>P*</u>	P	P	P	P	Sec. 5.5.1A. & B.
Light manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	<u>P*</u>	P	P	-		Sec. 5.5.2A. & B.
Research & Development	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	Sec. 5.5.3A.
Self-service storage	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	Sec. 5.5.4A. & B.
Car wash	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	-	P	-	-	-	Sec. 5.5.5.B.
Vehicle repair (minor)	-	-	-	-	-	-	-	-	-	-	<u>P*</u>	P	-	P	-	-	-	Sec. 5.5.5.C.
Vehicle repair (major)	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	Sec. 5.5.5.D.
Vehicle repair (commercial vehicle)	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	Sec. 5.5.5.E.
Warehouse & distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	Sec. 5.5.6A. & B
Wholesale trade	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	Sec. 5.5.7.A
OPEN	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	-
Agricultural, except as provided below:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	Sec. 5.6.1A.
Community garden	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	P	P	Sec. 5.6.1B.
Produce stand	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	<u>L</u>	-	-	<u>L</u>	<u>L</u>	Sec. 5.8.2C.
Plant nursery	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	Sec. 5.6.1C.
Urban farm	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	P	P	Sec. 5.6.1D.
AGRICULTURAL & ANIMAL USES	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	-
Beekeeping	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>A</u>	<u>;</u>	Sec 5.6.2.A
Community garden	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>P*</u>	<u>P*</u>	<u>P*</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>P*</u>	<u>P*</u>	Sec. 5.6.1.B
Domestic Pets	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>;</u>	<u>A</u>	<u>;</u>	

																			Sec 5.6.2.C
Domestic Farm Animals	<u>A</u>	<u>A*</u>	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>A</u>	<u>A</u>		Sec 5.6.2.B
Kennel	-	-	-	-	-	-	-	-	-	-	-	<u>P*</u>	-	<u>P*</u>	-	<u>P*</u>	<u>P*</u>		Sec 5.6.2.D
Personal Garden	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	-	-	-	-	-	-	<u>A</u>	-		Sec. 5.6.1.C
Pet Grooming	-	-	-	-	-	-	-	-	-	<u>P*</u>	<u>P*</u>	<u>P*</u>	-	<u>P*</u>	-	<u>P*</u>	<u>P*</u>		Sec 5.6.2.E
Plant nursery	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	-	-	-	<u>P</u>	<u>P</u>		Sec. 5.6.1.D
Produce stand	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>T*</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	-	-	<u>I</u>	<u>I</u>		Sec. 5.6.1.E
Urban farm	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>	<u>P</u>	-	-	-	<u>P</u>	<u>P</u>		Sec. 5.6.1.F
Veterinary Clinic	-	-	-	-	-	-	-	-	-	<u>P*</u>	<u>P*</u>	<u>P*</u>	-	<u>P*</u>	-	<u>P*</u>	<u>P*</u>		Sec 5.6.2.F
Other agricultural uses as defined in this UDO	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>P</u>	<u>P</u>		Sec. 5.6.1.A
ACCESSORY USES	<u>ER</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>MF</u>	<u>TCR</u>	<u>MP</u>	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>EN</u>	<u>I1</u>	<u>MA</u>	<u>AG</u>	<u>OS</u>	-	
Accessory uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.7.1
Caretaker's residence	-	-	-	-	-	-	-	-	-	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>		Sec 5.7.2.A
Drive-through	-	-	-	-	-	-	-	-	-	<u>A</u>	<u>A</u>	<u>A</u>	-	<u>A</u>	<u>A</u>	-	-		Sec 5.7.2.B
Home Occupation	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	-	-	-	-	-	-	-	-		Sec 5.7.2.C
Outdoor Dining	-	-	-	-	-	-	-	-	-	-	<u>A</u>	<u>A</u>	<u>A</u>	-	<u>A</u>	-	-		Sec 5.7.2.E
Recreational Use related to a Residential Development	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	-	-	-	-	-	-	-	-		Sec 5.7.2.F
Residential Accessory Service	-	-	-	-	-	-	<u>A</u>	-	-	-	-	-	-	-	-	-	-		Sec 5.7.2.G
TEMPORARY USES	<u>ER</u>	<u>R1</u>	<u>R2</u>	<u>R3</u>	<u>R4</u>	<u>R5</u>	<u>MF</u>	<u>TCR</u>	<u>MP</u>	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>EN</u>	<u>I1</u>	<u>MA</u>	<u>AG</u>	<u>OS</u>	-	
Temporary uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.8.1
Construction Trailer	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>		Sec 5.8.2.A
Event Tents	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	-	-	-	-	-	-	<u>I</u>	-		Sec 5.8.2.G.2
Garage/Yard Sale	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	-	-	-	-	-	-	<u>I</u>	-		Sec 5.8.2.G.1
Institutional	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	-	<u>I</u>	<u>I</u>	<u>I</u>	-	<u>I</u>	-	<u>I</u>	<u>I</u>		Sec 5.8.2.B
Sales Office for Model Home	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	-	-	-	-	-	-	-	-	-		Sec 5.8.2.C
Special Event	-	-	-	-	-	-	-	-	-	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>		Sec 5.8.2.D
Temporary off-street parking	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>		Sec 5.8.2.E
Temporary trash receptacle	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>		Sec 5.8.2.F
Temporary storage unit (POD)	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>	<u>I</u>		Sec 5.8.2.F

(Ord. [111620B](#), 12/21/2020; Ord. [011822](#), 02/21/2022)

Effective on: 12/21/2020

Sec. 5.1.6. General Health & Maintenance Standards

A. Obnoxious Characteristics

No use shall exhibit obnoxious characteristics to the extent that it constitutes a public nuisance. No use in existence on the effective date of this UDO shall be so altered or modified to conflict with these standards.

B. Fire Protection

Firefighting equipment and prevention measures acceptable to the Fire Department and any federal, State, County, and/or local authorities that may also have jurisdiction shall be readily available and apparent when any activity involving the handling or storage of flammable or explosive materials is conducted.

C. Electrical Disturbance

No use shall cause electrical disturbance adversely affecting radio, television or other telecommunication equipment in the vicinity.

D. Noise

No use shall produce noise in such a manner as to be objectionable because of volume, frequency, intermittence, beat, shrillness or vibration. Said noise shall be muffled or otherwise controlled so as not to become detrimental, provided, however, public safety sirens and related apparatus used solely for public purposes shall be exempt from this standard. Also, refer to [City of Fishers Code of Ordinances, Chapter 98 Noise](#).

E. Vibration

No use shall cause vibrations or concussions detectable beyond the lot lines without the aid of instruments.

F. Odor

No use shall emit across the lot lines malodorous gas or matter in such quantity as to be detectable at any point along the lot lines.

G. Air Pollution

No use shall discharge across the lot lines fly ash, dust, smoke, vapors, noxious, toxic or corrosive matter, or other air pollutants in such concentration as to be detrimental to health, animals, vegetation or property, or conflict with public air quality standards.

H. Heat and Glare

No use shall produce heat or glare in such a manner as to be a nuisance or create a hazard perceptible from any point beyond the lot lines.

I. Water and Solid Waste Pollution

1. No use shall produce erosion or pollutants in such quantity as to be detrimental to adjacent properties or conflict with public water quality standards.
2. No authorization of a use under this UDO includes the authority to discharge liquid or solid wastes into public waters except as permitted under the Stream Pollution Control Law ([Acts 1943, Chapter 214](#), as amended). Plans and specifications for proposed sewage and other waste treatment and disposal facilities shall be approved by the Stream Pollution Control Board and any federal, State, County, and/or local authorities that may also have jurisdiction.
3. No use shall accumulate within the lot or discharge beyond the lot lines any waste matter, whether liquid or solid, in conflict with applicable public health, safety and welfare standards and regulations.

J. Waste Disposal

No waste materials such as garbage, rubbish, trash, construction material, gasoline, oil, flammables, soils,

tars, chemicals, greases, industrial or agricultural waste, or any other material of such nature, quantity, obnoxiousness, toxicity, or temperature that may contaminate, pollute, or harm the waters may be deposited, located, stored, or discharged on any lot in a way that would be likely to runoff, seep, or wash into surface or ground water. Also, refer the [City of Fishers Code of Ordinances, Chapter 153 Stormwater Management](#).

K. Fuel Storage

No flammable or explosive liquids, solids, or gasses as specified by the State Fire Marshal may be stored in bulk above ground, except tanks or drums of fuel connected directly with energy devices or heating appliances located and operated on the same lot as the tanks or drums of fuel. Fuel for heavy equipment used during grading and construction may be stored on site for the duration of the project subject to all applicable State and local regulations.

L. Debris/Refuse

1. Debris, refuse, trash, construction material, garbage, litter, unfinished buildings, scrap metals, or rotting wood shall not be present or accumulate on any property; or
2. The storage or parking of any inoperable vehicle or junk vehicles as those terms are defined in [CHAPTER 12. DEFINITIONS](#).
3. **Exemption.** This subsection shall not be construed as prohibiting any of the following:
 - a. The outdoor storage of bona fide farm equipment, farm implements, or farm vehicles; provided such items are being used for ongoing farm operations and are otherwise in compliance with all other applicable ordinances,
 - b. A motor vehicle which is mechanically operable, but unlicensed because it is owned, leased or co-signed to a duly licensed and lawful new or used car dealer, if the motor vehicle is located on premises under the control of the car dealer for sale or delivery; or
 - c. A vehicle or motor vehicle which is stored on the premises of a duly licensed and lawful vehicle or motor vehicle repair shop or a licensed and lawful vehicle impoundment facility, if the repair shop or impoundment facility has all licenses or registrations required by the State of Indiana

M. Light Pollution

All lighting shall comply with requirements of [Article 6.5. Exterior Lighting Standards](#) to not be detrimental to adjacent and surrounding properties to an extent to cause a nuisance or disturb a local habitat.

(Ord. [121922E](#), 01/17/2023)

Effective on: 1/17/2023

Article 5.2. Residential Uses

Contents:

Sec. 5.2.1 Household Living

Sec. 5.2.2. Group Home Living

Sec. 5.2.1. Household Living

A. Household Living Use Category

Residential occupancy of a dwelling unit by a household. Household living includes the following uses.

1. Single-unit living, two-unit living, multi-unit living.
2. Cottage court.
3. Conservation development.
4. Compact development.
5. Manufactured home development.

B. Single-Unit Living

One (1) dwelling unit in a single primary structure.

C. Two-Unit Living

Two (2) dwelling units in a single primary structure.

D. Multi-Unit Living

Three (3) or more dwelling units in a single primary structure. Multiple primary buildings are allowed on the same lot.

E. Cottage Court

A group of small detached houses centered around a common open space or courtyard.

F. Conservation Development

A conservation development allows smaller lot sizes (with smaller setbacks) and additional density in exchange for protecting a significant amount of open space.

G. Manufactured Home Development

A site which contains or is intended for the long-term location of manufactured homes that may include services and facilities for the residents. Includes both manufactured home park (with leased or condominium spaces) and manufactured home subdivision (individually platted spaces). Manufactured home developments must meet standards in [CHAPTER 3. ZONING DISTRICTS](#).

Sec. 5.2.2. Group Home Living

A. Group Living Use Category

Residential occupancy of a structure by a group of people that does not meet the definition of household living. Generally, group living facilities have a common eating area for residents and residents may receive care or training. Group living includes the following uses.

1. ~~Assisted living facilities.~~
2. Group home.
3. ~~Nursing home.~~
4. Special care facilities.

~~B. Assisted Living Facility~~

~~A residential facility where assistance with daily activities, such as taking medicine, dressing, grooming, and bathing are provided for the aged or infirm, or any other reasonably independent person in need of nursing care; and which does not contain equipment for surgical care or for treatment of disease or injury, and is not primarily designed for patients being treated for mental illness or alcohol or drug addiction. Assisted living facilities have private rooms that are not shared by non-related persons.~~

C. Group Home

A facility that houses not more than 10 children that are either:

1. In need of service under [IC 31-34-1](#); or
2. Children who have committed a delinquent act under [IC 31-37-2-2](#); [IC 31-37-2-3](#); or [IC 31-37-2-5](#).
3. Group homes are not subject to covenants, deeds or other instruments pertaining to the transfer, sale, lease, or use of property that would permit the residential use of property but prohibit the use of that property as a group home as a matter of State public policy reasons. Group homes cannot be prohibited because they are a business, the persons living in a group home are not related, or any other reason. All group homes must abide by [State Law](#) and must be a licensed facility with the State,

meeting fire codes, building codes, and specific group home regulations.

D. Special Care Facility

1. Residential Facility for the Developmentally Disabled.

- a. Large: A residential facility which provides residential services for more than eight (8) developmentally disabled individuals as described in [IC 12-28-4](#). This use is allowed in all Residential Districts.
- b. Small: A residential facility which provides residential services for eight (8) developmentally disabled individuals or less as described in [IC 12-28-4](#).

2. Residential Facility for the Mentally Ill. A residential facility which provides residential services for mentally ill individuals as described in [IC 12-28-4](#). This use is allowed in Residential Districts, however, no two (2) Residential Facilities for the Mentally Ill shall be within 3,000 feet of each another within the City's planning jurisdiction as stated in Indiana Code.

Sec. 5.2.3. Senior Living

A. Senior Living Use Category

Residential occupancy of an individual or multi-family dwelling unit that may not meet the definition of household living. Generally, senior living communities are for those aged 55 and over. They offer a variety of housing and care options, which are listed below. Assisted Living

1. Senior Living Community
2. Independent Living
3. Assisted Living
4. Nursing Home

B. Senior Living Community

A residential community that offers a variety of housing and care options consisting of independent living, assisted living and memory care on a single lot. The spectrum of options allows seniors aged 55 and over to age in place. These communities are under common ownership. Residents may live in single family or multi-family housing with units only rented or leased and not sold.

C. Assisted Living

A residential community for those who require long-term assistance with activities of daily living including limited on-site rehabilitation and medical care. The building does not contain equipment for surgical care or for treatment of disease or injury and is not primarily designed for residents needing 24-hour monitoring and medical assistance by trained medical staff and treatment for mental illness or alcohol or drug addiction. Assisted living communities primarily have apartment-like private rooms that are not shared by non-related persons. They may provide memory care services for those with Alzheimer's or dementia. In the memory care wing or floor, residents may share rooms with non-related persons.

D. Independent Living

A residential community for those who do not need assistance with activities of daily living but would like services that may include daily meals, housekeeping and laundry services, wellness team, security, transportation, access to on-site activities, amenities and events, etc. Residential units associated with senior living communities are only rented or leased and not sold. These units may consist of single-family homes, duplexes, apartments, condos, townhomes, etc.

E. Nursing Home

A residential community for those who require either short- or long-term assistance with activities of daily living including 24-hour monitoring and medical assistance by trained medical staff, in-house rehabilitation services and specialized care. They do not provide care or treatment to those with a serious illness like a hospital. Nursing homes primarily have dorm – style living that may be private or shared with non-related persons. They may provide memory care services for those with Alzheimer’s or dementia and mental health services.

Article 5.3. Public & Institutional Uses

Contents:

Sec. 5.3.1. Civic

Sec. 5.3.2. Parks, Open Space & Greenways

Sec. 5.3.3 Utilities

Sec. 5.3.1. Civic

A. Civic Use Category

Places of public assembly that provide ongoing governmental, life safety, educational and cultural services to the public, as well as meeting areas for religious practice. Buildings and structures for civic uses shall comply with [Article 6.13. Permitted Non-residential Structure Standards](#). Non-profit civic uses are not permitted within the I-69 Overlay District (see also [CHAPTER 4. OVERLAY ZONING DISTRICTS](#)). Civic uses include, but are not limited to, the following uses as examples:

1. Cemetery.
2. Civic Club
3. Hospital
4. Museum, library.
5. Places of worship including church, mosque, synagogue, temple.
6. Police, fire, EMS station.
7. School, public or private (K-12).
8. School, Trade or Business

B. Cemetery

Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. Cemeteries shall comply with the following standards.

1. **Wall and Fence Standards:** All cemeteries shall incorporate a perimeter fence or wall that is at least 48 inches tall but no taller than 72 inches. Fencing shall not be chain-link.
2. **Setback Standards:**
 - a. Any burial space shall be set back at least 100 feet from any existing or proposed easement or right-of-way.
 - b. Any permanent structure erected for the interment, entombment, or inurnment of human remains shall be set back at least 100 feet from the nearest property line.

C. Place of Worship

A building set apart and/or consecrated for religious purposes and public worship.

D. School, Public or Private (K-12)

A public or private (including charter or religious) school at the primary, elementary, middle, junior high or

high school level that provides basic academic education.

Effective on: 7/20/2018

Sec. 5.3.2. Parks, Open Space & Greenways

A. Parks, Open Space and Greenways Use Category

Uses focusing on natural areas consisting mostly of vegetation, passive or active outdoor recreation areas and having few structures. Parks, open space and greenway uses include, but are not limited to, the following uses as examples:

1. Botanical garden, nature preserve, recreational trail, greenway.
2. Game preserve, wildlife management area, refuge, animal sanctuary.
3. Park, recreation field. A public park may contain civic uses such as a community center, museum or library.
4. Reservoir, control structure, water supply, water well.

B. Outdoor Living History Museum.

The Outdoor Living History Museum established to provide for the education of the public regarding the life and times of the first generation of Indiana settlers. The use standards for the Outdoor Living History Museum is provided below:

1. **Approval.** Development Plan approval required for all developments.
2. **Height.** One (1) primary structure not to exceed 50 feet; all other structures not to exceed 35 feet; exhibits/attractions related to the outdoor living history museum exempt from these height standards.
3. **Minimum Lot Area.** 150 acres.
4. **Minimum Lot Width at Building Line.** 1,000 feet.
5. **Minimum Lot Frontage.** 500 feet.
6. **Sewer and Water.** Requires municipal water or sewer hookup.
7. **Minimum Front Setback.** 100 feet.
8. **Minimum Side Setback.** 50 feet
9. **Minimum Rear Setback.** 100 feet
10. **Buffer Yard.** Additional Buffer Yard requirements may apply that increases the setbacks. See also [Sec. 6.7.4. Buffer Yards](#).
11. **Maximum Impervious Surface Coverage.** 40%
12. **Primary/Accessory Structures.** More than one Primary Structure and more than one accessory structure shall be permitted on one tract of land.
13. **Access.** Entrances and exits shall be located to minimize any adverse effect on adjacent properties.
14. **Parking.** Off-street parking spaces shall be provided on site for any use and shall consist of not fewer than 620 improved parking spaces.
15. **Storage.** Outside storage, where necessary, shall be in a manner which will minimize its visibility from areas adjoining the project site.

Effective on: 7/20/2018

Sec. 5.3.3. Utilities

A. Minor Utilities Use Category

Public or private infrastructure serving a limited area with no on-site personnel. Minor utilities include, but are not limited to, the following uses as examples:

1. On-site stormwater retention or detention facility.
2. Neighborhood-serving cable, telephone, gas or electric facility.
3. Sustainable energy system.
4. Water and wastewater pump station or lift station.
5. Electrical substation.
6. Utility service.

B. Major Utilities Use Category

Public or private infrastructure serving the general community and possibly having on-site personnel. Major utilities include the following uses.

1. Electric or gas generation plant.
2. Water or sanitary sewer treatment plant.

C. Telecommunication Facilities

A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use as it relates to commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions Telecommunication facilities are allowed in nonresidential zoning districts and shall comply with the following use standards:

1. **Setbacks.**
 - a. All telecommunication towers shall be set back from any property line a distance equal to at least 80% of the height of the tower;
 - b. A telecommunication tower shall be 500 feet from any residential structure; and
 - c. Telecommunication towers are generally not permitted in established front yards, except where evidence provided by the petitioner demonstrates that placement in an established front yard would provide the best camouflage for the tower.
2. **Design.** All telecommunication towers shall be a monopole design.
 - a. **Buffer Requirements.** The location of the tower and equipment buildings shall comply with all local, State and federal natural resource protection standards. The following buffer planting shall be located around the outermost perimeter or security fence of a telecommunication facility:
 - i. An eight-foot (8') high wood fence or brick masonry wall shall completely surround the entire telecommunications facility, excluding guy wires.
 - ii. A live evergreen screen consisting of a hedge, planted five (5) feet on center maximum, or a row of evergreen trees planted a maximum of 10 feet on center shall be planted outside the fence around the entire telecommunication facility and each of the guy wires and anchors, if used, and the height of all plants at the time of planting shall be no less than five (5) feet;
 - iii. Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible on the entire site;
 - iv. Existing evergreen vegetation outside the fence or wall may be counted toward the evergreen screen.
3. **Access.** Proposed telecommunication towers and antennas shall meet the following access requirements:
 - a. Vehicular access to the tower and equipment building shall be provided along any existing driveways, whenever feasible; and
 - b. The telecommunication facility shall be fully automated and unattended daily, and may be visited only for periodic maintenance, emergencies, installations or equipment removal.

4. **Design.** Proposed telecommunication towers and antennas shall meet the following design requirements:
 - a. Telecommunication towers and antennas shall be designed to blend into the surrounding environment using camouflaging, color and architectural treatment, except in an instance where the color is dictated by federal or State authorities such as the Federal Aviation Administration (FAA).
 - b. The entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment such as wood, brick, or stucco is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. If the facility is screened 100% during all seasons with an eight-foot (8') tall wood privacy fence and evergreen screen, other materials may be approved.
 - c. Lighting for safety or security reasons, or required by the FAA or other federal or State authority is permitted. All required lighting shall be oriented inward so as not to project onto surrounding residential properties.
5. **Collocation Requirements.**
 - a. At a minimum, a monopole shall be constructed to support the initial user plus the anticipated loading of the number of additional users required in accordance with this UDO.
 - b. Minimum number of additional antenna sites to be provided on an 80-foot tower is two (2).
 - c. The site of the initial telecommunication tower and telecommunication facility shall be of sufficient area to allow for the location of additional equipment.
 - d. Any proposed telecommunication tower shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial use and the additional users as required in accordance with this UDO. Telecommunication towers shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the tower and to accept cellular communication equipment and antennas mounted at varying heights.
6. **Siting Requirements.** A proposal for a new telecommunication tower shall not be approved unless the petitioner submits verification that the telecommunication equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or buildings or other structure due to one (1) or more of the following reasons:
 - a. The planned telecommunication equipment would exceed the structural capacity of the existing or approved towers, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved towers, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost.
 - b. The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost.
 - c. The existing or approved towers, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer.
 - d. Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved tower, building or structure.
 - e. The petitioner has been unable to enter a commonly reasonable lease term with the owners of existing towers, buildings or structures.
 - f. Additional land area is not available at the base of existing towers, buildings or structures to accommodate the proposed telecommunication facility.

7. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission's jurisdiction shall comply with the following requirements:
 - a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the Federal Communications Commission (FCC) when applicable.
 - b. All telecommunication towers and telecommunication equipment shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.
 - c. Except for necessary electric and telephone service and connection lines approved by the Board, no part of any telecommunication equipment, telecommunication tower, lines, cables, equipment, wires or braces in connection with either shall at any time extend across or over any part of a right-of-way, public street, highway, sidewalk, trail or property line without appropriate approval in writing.
 - d. All telecommunication towers and telecommunication equipment shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.
 - e. All telecommunication towers and telecommunication equipment shall be constructed to conform with the requirements of the Occupational Safety and Health Administration (OSHA).
 - f. All signal and remote-control conductors of low energy extending substantially horizontally above the ground between a tower and other telecommunication equipment, or between towers, shall be at least 10 feet above the ground at all points, unless buried underground.
 - g. All telecommunication towers and telecommunication equipment shall be designed and constructed to all applicable standards of the American National Standards Institute (ANSI) manual, as amended.
 - h. An engineer's certification shall be submitted for all telecommunication towers and all other telecommunication equipment to document and verify the design specifications, including, but not limited to, the foundation for all towers, anchors for all guy wires (if used), the location of all collocation sites, strength requirements to withstand natural forces such as ice, wind, earth movements, etc.
 - i. All telecommunication towers and telecommunication equipment shall be designed and constructed, at a minimum, to withstand wind gusts of at least 80 miles per hour with one-half ($\frac{1}{2}$) inch of ice and to accommodate all collocation sites as required by this UDO.
8. **Existing Structures.** The following shall apply to existing antennas, telecommunication towers and telecommunication equipment:
 - a. Existing structures may continue in use for the purpose now used and as now existing, but may not be replaced or significantly structurally altered without complying in all respects to the requirements set out in this UDO.
 - b. All requests to install any telecommunication equipment on an existing approved or "grandfathered" tower, building or structure shall be submitted to the Department for approval. All such requests will only require an electrical permit, Department zoning approval, and the contract between the petitioner and the owner of the existing tower, building or structure, unless other approvals are required as set out in this UDO.
9. **Inspection of Towers.** The following shall apply to the inspection of telecommunication towers:
 - a. All telecommunication towers may be inspected at least once every year - or more often as needed to respond to complaints received - by the Department, the Director of Engineering, and/or a qualified and licensed consulting engineer to determine compliance with the original construction standards. Deviation from original construction for which any permit was obtained constitutes a violation of this UDO.

- b. Notice of Violation will be sent by registered mail to the owner and the owner will have 30 days from the date the notification is issued to make repairs. The owner is required to notify the Department of Community Development that the repairs have been made, and as soon as possible thereafter, another inspection will be made and the owner notified of the results.

10. **Abandoned Towers.** Any telecommunication tower unused or left abandoned for six (6) months will be removed by the tower owner at its expense. Should the owner fail to remove the telecommunication tower after 30 days from the date a Notice of Violation is issued, the City may remove the telecommunication tower and bill the owner for the costs of removal and cleanup of the site.

D. Micro (Small Cell) Towers

1. **Purpose.** The purpose of this Section is to provide for sensible and reasonable land use standards to allow for the provision of adequate reliable public and private telecommunication service and small cell facilities for telecommunications to serve the telecommunications needs of the area and undesirable visual effects of such small cell facilities and to provide for the reasonable location of such facilities in the City.
2. **Limitation to JURIS-OL.** Small cell facilities for telecommunications are limited to placement in the JURIS-OL zoning district. Small cell facilities for telecommunications are not permitted within JURIS-OL right-of-way having "Local" functional classification as defined in the City's Transportation Plan.
3. **Definitions.** For purposes of this Section, the following words are consistent with [State Law](#), the words and phrases below are defined as follows:
 - a. **Antenna:** Any communications equipment that transmits or receives electromagnetic radio signals used in the provision of wireless communications service.
 - b. **Base Station:** A station located at a specific site that is authorized to communicate with mobile stations. The term includes all radio transceivers, antennas, coaxial cables, power supplies, and other electronics associated with a station.
 - c. **Collocation:** The placement or installation of wireless facilities on existing structures that include a wireless facility or a wireless support structure, including water towers and other buildings or structures. The term includes the placement, replacement, or modification of wireless facilities within an approved equipment compound.
 - d. **Construction Plan (1):** When referring to a new wireless support structure means a written plan for construction that demonstrates the aesthetics of the wireless support structure is substantially similar to the street lights located nearest the proposed location; includes the total height and width of the wireless facility and wireless support structure, including cross section and elevation, footing, foundation and wind speed details; a structural analysis indicating the capacity for future and existing antennas, including a geotechnical report and calculations for the foundation's capacity; the identity and qualifications of each person directly responsible for the design and construction; and signed and sealed documentation from the applicant that shows the proposed location of the wireless facility and wireless support structure and all easements and existing structures within 1,000 feet of such wireless facility or wireless support structure.
 - e. **Construction Plan (2):** When referring substantial modification of an existing wireless facility or wireless support structure means a plan that describes the proposed modifications to the wireless support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment.
 - f. **Electrical Transmission Tower:** A structure that physically supports high voltage overhead power lines. The term does not include a utility pole.
 - g. **Equipment Compound:** The area that: (1) surrounds or is near the base of a wireless support structure; and (2) encloses wireless facilities.
 - h. **Existing Structure:** Does not include a utility pole or an electrical transmission tower.
 - i. **Permit Authority:** The staff of the City and the applicable Board appeals within the jurisdiction

of the City.

- j. **Person:** A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.
- k. **Small Cell Facility:** (i) A personal wireless service facility as defined by the Act or (ii) a wireless service facility that satisfies the following requirements: (a) each antenna, including exposed elements, has a volume of three (3) cubic feet or less; (b) all antennas, including exposed elements, have a total volume of six (6) cubic feet or less; and (c) the primary equipment enclosure located with the facility has a volume of 40 cubic feet or less.
- l. **Small Cell Network:** A collection of interrelated small cell facilities designed to deliver wireless service.
- m. **Substantial Modification of a Wireless Support Structure:** The mounting of a wireless facility on a wireless support structure in a manner that: (i) increases the height of the wireless support structure by the greater of: (a) 10% of the original height of the wireless support structure; or (b) 20 feet; (ii) adds an appurtenance to the wireless support structure that protrudes horizontally from the wireless support structure more than the greater of: (a) 20 feet; or (b) the width of the wireless support structure at the location of the appurtenance; or (iii) increases the square footage of the equipment compound in which the wireless facility is located by more than 2,500 square feet. The term substantial modification does not include the following: (i) increasing the height of a wireless support structure to avoid interfering with an existing antenna; (i) increasing the diameter or area of a wireless support structure to: (a) shelter an antenna from inclement weather; or (b) connect an antenna to the wireless support structure by cable.
- n. **Utility Pole:** A structure that is: (i) owned or operated by: (a) a public utility; (b) a communications service provider; (c) a municipality; (d) an electric membership corporation; or (e) a rural electric cooperative; and (ii) designed and used to: (a) carry lines, cables, or wires for telephone, cable television, or electricity; or (b) provide lighting.
- o. **Wireless Facility:** The set of equipment and network components necessary to provide wireless communications service. The term does not include a wireless support structure.
- p. **Wireless Support Structure:** A freestanding structure designed to support wireless facilities. The term does not include a utility pole or an electrical transmission tower.

4. **General Standards.**

- a. **Permits:** A person that provides wireless communications service or otherwise makes available infrastructure for wireless communications services may apply for a permit to (a) locate a wireless facility or wireless support structure, (b) perform a substantial modification or (c) collocate wireless facilities on existing structures in the JURIS-OL. An applicant shall demonstrate that the proposed wireless facility, wireless support structure or substantial modification thereof complies with the requirements of this JURIS-OL.
- b. **Collocation Preference:**
 - i. At a minimum, new wireless facilities shall be a monopole constructed to support the initial user plus the anticipated loading of one additional user.
 - ii. The site of the initial wireless facility at any location shall be of sufficient area to allow for the location of one (1) additional wireless facility.
 - iii. Any proposed wireless support structure shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial wireless facility and one additional wireless facility support structure shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the structure and to accept cellular communication equipment and antennas mounted at varying heights.
 - iv. A proposal for a new wireless support structure shall not be approved unless the person submits an affidavit that the telecommunication equipment planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or

electrical transmission tower or other structure due to one (1) or more of the following reasons:

- a) The planned telecommunication equipment would exceed the structural capacity of the existing or approved utility pole or electrical transmission tower, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved utility pole or electrical transmission tower, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost, or
 - b) The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost; or
 - c) The existing or approved utility pole or electrical transmission tower, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or
 - d) Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved utility pole or electrical transmission tower, building or structure; or
 - e) The person has been unable to enter a commonly reasonable lease term with the owners of existing utility pole or electrical transmission tower, buildings or structures.
- c. Specifications: Beginning on the effective date of August 1, 2015, new wireless facilities and wireless support structures shall meet the following specifications:
- i. *Overall Maximum Antenna and Tower Height:* 50 feet from AGL (at grade level).
 - ii. *Minimum Tower Separation:* 1,000 feet between any other support structure primarily used for telecommunications, measured in any direction between support structures, not necessarily a dimension measured parallel to a road right-of-way.
 - iii. Support structures must be metal or fiberglass poles matching the City's street light poles, per engineering specifications as may be amended from time to time by the Fishers Board of Public Works and shall be "Fishers Green" which is commonly called Lilly Industries "Holiday Green" RAL 6004. Support structures shall include luminaires that match the City's specifications for lighting and be maintained in good working order at the cost of the applicant, including the cost of electricity. Any antenna equipment mounted to the support structures (antenna or other permitted equipment) shall also be matching in color to the support structure.
 - iv. All facility equipment at a single facility, except for the antenna itself, shall be ground mounted in a cabinet having an area not to exceed 40 cubic feet and no greater than 48 inches tall. Under special circumstances based on an agreement, the permit authority may allow a pole mounted cabinet with dimension not exceeding 20" x 20" x 6", ground mounted cabinet not to exceed 2' x 2' x 1' and other considerations, such as, but not limited to, the addition of shrouding and landscaping to mitigate the visual impact of the equipment. If an agreement cannot be reached, then the City Board of Public Works shall intervene and decide.
 - v. All support structures shall have a plaque identifying the structure, the owner and the owner's contact information, said plaque shall not exceed 0.25 square feet.
 - vi. All wiring and fiber shall be concealed within the support structure and all conduit, wiring and fiber shall be buried between structures and/or structures and ground mounted cabinets. All service lines (e.g. electric lines) to the support structure must also be buried unless service lines in the support structure are aerial then service lines to the support structure can also be aerial, except for any service drop crossing a street or roadway which would need to be bored

and placed under such street or roadway.

- vii. Wireless support structures and facilities shall be designed to blend into the surrounding environment using color, camouflaging and architectural treatment and the entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. Specific requirements for aesthetics of the wireless support structures and facilities shall be in accordance with standards established by the City Board of Public Works, from time to time.

d. Continued Operation: A person receiving a permit for a new (i) construction of a new wireless support structure; (ii) substantial modification of a wireless support structure; or (iii) collocation of wireless facilities on an existing structure explicitly agrees that if the wireless support structure or wireless facilities are not used for a period of six (6) consecutive months, they will be removed by the facilities owner at its expense. Should such owner fail to remove the wireless support structure or wireless facilities after 30 business days from the date a Notice of Violation is issued by the City, the City may remove such structure or facilities and bill the owner for the costs of removal and cleanup of the site. The owner of any facility shall annually file a copy of any inspections completed on such wireless support structure or wireless facilities with the permit authority for continued operation and use of the wireless support structure or wireless facilities.

- e. Confidential Information: All confidential information submitted by an applicant shall be maintained to the extent authorized by [Indiana Code 5-14-3 et. seq.](#)

5. **New Wireless Support Structures.**

- a. Contents of Application: An application for a permit shall include the following:
 - i. The name, business address, and point of contact for the applicant.
 - ii. The location address, and Latitude and Longitude of the proposed or affected wireless support structure or wireless facility, and identify all small cell towers within 1,500 feet of the proposed new support structure.
 - iii. A construction plan, as defined herein, that describes the proposed wireless, support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment sufficient to determine compliance with these standards.
 - iv. Evidence supporting the choice of location, including, without limitation.
 - a) Maps or plats showing the proposed location(s) of applicant's proposed wireless support structure; and
 - b) A sworn statement from the individual responsible for the choice of location demonstrating that collocation of wireless facilities on an existing wireless support structure was not a viable option.
- b. Single Application: An applicant may submit one (1) application for multiple wireless service facilities that are located within JURIS-OL. The Department may issue a single permit for all wireless support structures and service facilities included in the application rather than individual permits for each wireless support structure and service facility.
- c. Variances: If the proposed wireless support structure is not a permitted use under an applicable zoning ordinance, the applicant shall additionally submit evidence showing that the application complies with the criteria for a variance of use from the terms of the zoning ordinance.
- d. Procedure:
 - i. *Determination of Completion/Defects*: Within 10 business days of receipt of an application, the permit authority shall review the application to determine if the application is complete. If

the permit authority determines that an application is not complete, the permit authority shall notify the applicant in writing of all defects in the application. An applicant that receives a written notice of incompleteness may cure the defects and resubmit the application within 30 business days of receiving the notice. If an applicant is unable to cure the defects within the 30-day period, the applicant shall notify the permit authority of the additional time the applicant requires to cure the defects.

- ii. *Decision by Permit Authority:* Not more than 14 business days after the permit authority makes an initial determination of completeness, the permit authority shall: (i) review the application to determine if it complies with applicable requirements of this Section (ii) review the application to determine if it complies with standards required as established by the permit authority, and (iii) notify the applicant in writing whether the application is approved or denied. However, if the applicant requested additional time to cure defects in the application, the 14 business days shall be extended for a corresponding, reasonable amount of time.
- e. Written Determinations: A written determination shall state clearly the basis for the decision to approve or deny an application. If the permit authority denies an application, the written determination must include substantial evidence in support of the denial. If a use variance is needed, a determination is considered written if it is included in the minutes of a public meeting of the permit authority.
6. **Substantial Modification.** A substantial modification shall result in a new application and shall follow the same process for a New Wireless Support Structures described above.
7. **Collocation.** An application for a permit for collocation shall follow the same process as a New Wireless Support Structures described above.
8. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission jurisdiction shall comply with the following requirements:
 - a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the FCC when applicable.
 - b. All wireless facilities and support structures shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.
 - c. All wireless facilities and support structures shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.
 - d. All wireless facilities and support structures shall be constructed to conform with the requirements of the OSHA.
 - e. All wireless facilities and support structures shall be designed and constructed to all applicable standards of the ANSI manual, as amended.

E. Solar Energy Systems

1. Applicability.

- a. The requirements of this Section shall apply to all solar energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.
- b. Solar energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.
- c. Modifications to, retrofits or replacements of an existing solar energy system that increase the total energy output shall be subject to this Ordinance.

2. Use Standards.

- a. Solar, Building-Mounted. The standards of this subsection apply to roof-mounted and wall-mounted solar energy systems.

- i. **Output.** The system shall not produce more than one megawatt of electricity.
- ii. **Location on the structure.**
 1. SES is permitted to be on any primary and accessory structure.
 2. Roof-mounted SES may be located on any roof plane.
 3. Wall-mounted SES may not be located on a Front Façade, unless designed to be integrated with the walls.
- iii. **Height.** Solar energy system may exceed the permitted maximum height of the underlying zoning district per primary or accessory structure that the system is affixed to by a maximum of:
 1. **Residential zoning districts.** Thirty-six (36) inches.
 2. **Mixed-Use and Non-Residential zoning districts:** Sixty (60) inches.
- iv. **Projections.**
 1. Roof-mounted SES may not project horizontally further than the existing roof footprint or overhang.
 2. Wall-mounted SES may project horizontally into the side and rear yards only but shall also meet the requirements of Sec. 6.16.3.A Setback Encroachments, Building Features.
- v. **Signs.** Signage or writing of any kind is not permitted on any portion of system, other than required manufacturer plates and safety labeling.
- b. **Solar, Freestanding.** The standards of this subsection apply to freestanding solar energy systems, other than Parking Lot Canopy SES.
 - i. **Output.** An accessory freestanding SES shall produce less than one megawatt of electricity. A primary use freestanding SES may produce one megawatt of electricity or more.
 - ii. **Location.** Freestanding SES shall not be located in the established front yard and are permitted only in the side and rear yards.
 - iii. **Size.** Freestanding SES square footage shall not count towards the total accessory structures or building floor area.
 - iv. **Height.** An accessory freestanding SES shall meet the maximum permitted height requirement for accessory structures of the underlying zoning district. A primary use freestanding SES shall meet the maximum permitted height requirement for a primary structure of the underlying zoning district.
 - v. **Setbacks.** Accessory freestanding SES shall meet the setback requirements for accessory structures of the underlying zoning district. Primary use freestanding SES shall meet the applicable primary structure setback requirements of the underlying zoning district.
 - vi. **Lot Coverage.** The portions of the freestanding SES that do not touch the ground shall not be counted towards the lot coverage requirement.
 - vii. **Signs.** Signage or writing of any kind is not permitted on any portion of the system, other than required manufacturer plates and safety labeling.
- c. **Solar, Parking Lot Canopy.** The standards of this subsection apply to the Parking Lot Canopy Solar Energy Systems as defined in this UDO.
 - i. **Output.** The system shall not produce more than one megawatt of electricity.
 - ii. **Location.** The system may be located in the established front, side, or rear yard over the existing or proposed parking lot structure.
 - iii. **Setbacks.**
 1. The system shall meet the required front building setback of the underlying zoning district.
 2. Any portion of the system, including overhangs, shall be set back from the side and rear lot lines a minimum of ten (10) feet.

- iv. **Signage.** Signage or writing of any kind is not permitted on any portion of any parking lot canopy solar energy system, other than required manufacturer plates or safety labeling.
- d. **Commercial Solar Energy System.** The standards of this subsection apply to Commercial SES as defined in this UDO.
 - i. **Adopted state code.** Under the provisions of I.C. 8-1-42, et seq., the City of Fishers adopts Commercial Solar Energy Systems regulations, specifically sections IC 8-1-42-10 through IC 8-1-42-20 with the following amended standards:
 - a) **Location.** The system is permitted to be located on the lot as allowed per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).
 - b) **Setbacks.** In addition to meeting state setback and minimum distances from certain rights-of-way requirements, the Commercial SES shall meet the minimum setback requirements per zoning district and per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).
 - c) **Landscape buffer.** Commercial SES shall meet the landscape buffer requirements pursuant to this UDO.

F. Wind Energy Systems

1. Applicability

- a. **The requirements of this Section shall apply to all wind energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.**
- b. **Wind energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.**
- c. **Modifications to, retrofits or replacements of an existing wind energy system that increase the total energy output shall be subject to this Ordinance.**

2. Use Standards

a. General Standards

- i. **Signs.** Signage or writing of any kind is not permitted on any portion of any wind turbine, other than required manufacturer plates or safety labeling.
- ii. **Lighting.** Small wind energy systems shall provide lighting per Federal Aviation Administration (FAA) regulations. Lighting shall be red and may not be of the incandescent variety, unless FAA regulations otherwise allow or require.
- iii. **Clearance.** Minimum clearance between the lowest tip of the rotor or blade and the ground is 10 feet.
- iv. **Access.** Climbing access (rungs or foot pegs) to the tower shall not start until 12 feet above grade to prevent unauthorized access.
- v. **Installation.** Small wind energy systems shall be installed only by professional installers certified to install wind turbines, and only pursuant to manufacturer specifications.

b. Wind Energy System, Large

- i. **Adopted state code.** Under the provisions of I.C. 8-1-41, et seq., the City of Fishers adopts Wind Energy Systems regulations, specifically sections IC 8-1-41-10 through IC 8-1-41-16.

c. Wind Energy System, Small

- i. **Height.**
 - a) **In Residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 10 feet.**
 - b) **In Mixed-Use zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 20 feet.**
 - c) **In Non-residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 40 feet.**

- ii. **Setback.** Each accessory small wind energy system shall be set back from each property line at least a distance equal to the height of the tower and blade with the blade in its highest vertical position.
- d. **Location.** The system is permitted to be placed only in the established side and rear yards.

G. Battery Storage Energy Systems

1. **Purpose.** The Battery Energy Storage System standards are adopted to advance and protect the public health, safety, welfare, and quality of life of the City by creating regulations for the installation and use of battery energy storage systems (BESS), with the following goals:
 - a. To designate properties suitable for the location, construction and operation of BESS.
 - b. To ensure compatible land uses in the vicinity of the areas affected by BESS.
 - c. To create synergy between battery energy storage system development and other stated goals of the community pursuant to the City's Comprehensive Plan.
2. **Applicability.**
 - a. The requirements of this Section shall apply to all battery energy storage systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.
 - b. Battery energy storage systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.
 - c. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Ordinance.
3. **Other standards.** Battery energy storage systems shall comply with all applicable national and state safety, fire, building, and electric codes, including the latest edition of NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems) and NFPA 70.
4. **Use Permission.**
 - a. **Tier I BESS.** Tier I BESS shall be permitted in all zoning districts as an accessory use and shall be subject to the standards in this UDO.
 - b. **Tier II BESS.** Tier II BESS shall be permitted in certain zoning districts as stated in *Chapter 5. Uses*, through the issuance of a Special Exception Permit.
5. **Permit Requirements.**
 - a. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.
 - b. A site plan review shall be required for any part of the battery storage energy system installed outside of a building for consistency with the requirements in this UDO.
6. **General Standards.**
 - a. **Floodplain.** Battery energy storage systems are prohibited in any designated floodplain and floodway.
 - b. **Utility lines and electrical circuitry.** All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, except for the main service connection at the utility company easement or right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.
 - c. **Floor Area.** Battery energy storage systems shall not be counted towards the maximum floor area requirement.
 - d. **Height.** If located outside, BESS shall not exceed seven (7) feet in height.
 - e. **Screening.** When BESS is located outside, it shall comply with the following screening standards.
 - i. **Fence/wall.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access.

- ii. **Vegetation.** No woody plants shall be installed within 10 feet of the screening fence or wall to avoid combustion hazard. Areas within 10 feet of the BESS shall be cleared of combustible vegetation.
 - f. **Setbacks.** BESS including mechanical equipment and screening shall meet setback requirements for the accessory structures of the underlying zoning district.
 - g. **Noise.** The 1-hour average noise generated from the battery energy storage systems, components, and associated accessory equipment shall not exceed a noise level of 45 dBA as measured at the subject site's property lines.
7. **Tier II BESS Standards.** In addition to the standards in this UDO and Article, Tier II battery energy storage system use shall meet the following standards.
- a. **Special Exception Standards.** At the stage of Special Exception review, the applicant shall submit documents to show adherence to the standards in this UDO and the following standards:
 - b. **Lot size.** Minimum lot size required for Tier II BESS is 1 acre.
 - c. **Setbacks.** Any part of Tier II battery energy storage system shall meet setback requirements for the primary structure of the underlying zoning district and shall be located at least 50 feet from a property line abutting a residential use.
 - d. **Screening.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall that is at least 7 feet tall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access. The type and design of the fence/wall shall meet the requirements in Sec. 6.2.6.
 - e. **Height.** Tier II BESS shall not exceed fifteen (15) feet in height, or the maximum height allowed for primary structure in the underlying zoning district, whichever is less.
 - f. **Signage.**
 - i. **Signage** shall comply with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the vicinity of battery energy storage systems, and twenty-four-hour emergency contact information, including reach-back phone number.
 - ii. **Disconnect and other emergency shutoff information** shall be clearly displayed on a light-reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
 - g. **Lighting.** Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties and shall comply with the standards in *Article 6.5. Exterior Lighting Standards*.
8. **Decommissioning.**
- a. **Decommissioning Plan.** The applicant shall submit a decommissioning plan developed in accordance with this UDO, containing a narrative description of the activities to be accomplished for removing the battery energy storage system from service, and from the facility in which it is located. The decommissioning plan shall also include:
 - i. **A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site.**
 - ii. **Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.**
 - iii. **The anticipated life of the battery energy storage system.**
 - iv. **The estimated decommissioning costs and how said estimate was determined.**
 - v. **The method of ensuring that funds will be available for decommissioning and restoration.**

- vi. The method by which the decommissioning cost will be kept current.
- vii. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
- viii. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
- b. **Decommissioning Fund.** The applicant, or successors, shall continuously maintain a fund, bond, or security payable to the City, in a form approved by the City, for the removal of the battery energy storage system, in an amount to be determined by the City, for the period of the life of the facility. All costs of the financial security shall be borne by the applicant.
- 9. **Permit submittal requirements.** In addition to the documents required by this UDO for any building, electrical, and Improvement Location Permits, the following shall be submitted:
 - a. An electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
 - b. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of a building permit.
 - c. **Decommissioning Plan and Fund documents.**
 - d. **Fire Safety Compliance Plan.** The plan shall show compliance with the local and state fire safety requirements.
 - e. **Operation and Maintenance Manual.** Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information.
 - f. **Emergency Operations Plan.** A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
 - i. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
 - ii. Procedures for inspection and testing of associated alarms, interlocks, and controls.
 - iii. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
 - iv. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
 - v. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
 - vi. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel

- qualified to safely remove damaged battery energy storage system equipment from the facility.
- vii. Other procedures as determined necessary by the [Village/Town/City] to provide for the safety of occupants, neighboring properties, and emergency responders.
 - viii. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.
10. **Permit time frame and abandonment.** The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than one year. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the City may, at its discretion, utilize the available bond and/or security for the removal of a Tier II battery energy storage system and restoration of the site in accordance with the decommissioning plan.
11. **Ownership Changes.** If the owner of the battery energy storage system changes or the owner of the property changes, the Special Exception approval shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the Special Exception, ILP and building permit approval(s), and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the Director in writing of such change in ownership or operator within 60 days of the ownership change. The Special Exception and all other local approvals for the battery energy storage system shall be considered void if a new owner or operator fails to provide written notification to the Director in the required time frame. Reinstatement of a void Special Exception will be subject to the same review and approval processes for new applications under this section.

H. Use Standards for All Other Civic Uses

A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all property lines abutting a residential use.

Article 5.4. Commercial Uses

Contents:

- Sec. 5.4.1 Child Care
- Sec. 5.4.2 Indoor Entertainment
- Sec. 5.4.3 Medical
- Sec. 5.4.4 Office
- Sec. 5.4.5 Outdoor Recreation
- Sec. 5.4.6. Overnight Lodging
- Sec. 5.4.7 Personal Service
- Sec. 5.4.8. Restaurant/Bar
- Sec. 5.4.9. Retail Sales
- Sec. 5.4.10 Vehicle Sales/Rental

Sec. 5.4.1. Child Care

- A. **Child Care Use Category**
 - 1. **Child Care Center**
 - 2. **Child Care Home**
 - 3. **Child Care Institution**
 - 4. **Child Care Ministry**
- B. **Child Care Center**

1. **Use Standard.** Regarding [IC 12-17.2](#), a nonresidential structure where at least one (1) child receives child care from a provider:
 - a. While unattended by a parent, legal guardian, or custodian;
 - b. For regular compensation; and
 - c. For more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.

C. Child Care Home

1. Use Standard. Regarding [IC 12-17.2](#), a residential structure in which at least six (6) children (not including the children for whom the provider is a parent, stepparent, guardian, custodian, or other relative) at any time receive child care from a provider:
 - a. while unattended by a parent, legal guardian, or custodian;
 - b. for regular compensation; and
 - c. for more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.
 - d. This definition includes Class I Child Care Homes that serve any combination of full-time and part-time children under the age of seven (7) but not to exceed 12 children at any one time; and Class II Child Care Homes that serve more than 12 children but not more than any combination of 16 full-time and part-time children under the age of seven (7) at any one time.

D. Child Care Institution

1. A residential facility that provides child care on a 24-hour basis for more than 10 children; or
2. A residential facility with a capacity of not more than 10 children that does not meet the residential structure requirements of a group home; or
3. All the following:
 - a. Operates under a license issued under [IC 12-17.4](#);
 - b. Provides for delivery of mental health services that are appropriate to the needs of the individual; and
 - c. Complies with the rules adopted under [IC 4-22-2](#) by the Division of Family and Children.
4. A child care institution does not include a juvenile detention facility.

E. Child Care Ministry

1. Pursuant to IC 12-17.2, a child care operated by a church or religious ministry that is a religious organization exempt from federal income taxation under Section 501 of the Internal Revenue Code. It's a use accessory to a primary Place of Worship use.

Sec. 5.4.2. Indoor Entertainment and Recreation

A. Indoor Entertainment and Recreation Use Category.

Commercial uses, varying in size, providing daily or regularly scheduled entertainment-oriented activities in an indoor setting. Indoor entertainment includes the following uses.

1. Adult establishment.
2. Amusement center, game arcade, children's amusement center.
3. Billiard hall, pool hall.
4. Bingo hall.
5. Bowling alley.

6. Convention center, arena.
7. Dance, martial arts, music studio or classroom.
8. Event venue
9. Health club.
10. Performance venue
11. Shooting range.
12. Sports academy.
13. Miniature golf facility.
14. Motor track.
15. Movie theater or other indoor theater.
16. Skating rink.

B. Adult Entertainment Establishment.

1. Defined.

- a. **Adult Bookstore:** An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.
- b. **Adult Business:** Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. Such businesses shall include but not be limited to:
 - i. Adult bookstore;
 - ii. Adult mini-motion picture theater;
 - iii. Adult motel;
 - iv. Adult motion picture arcade;
 - v. Adult motion picture theater;
 - vi. Cabaret;
 - vii. Massage parlor; and
 - viii. Model studio.
- c. **Adult Entertainment:** An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

2. Location. Adult Entertainment businesses are only allowed in the I1 Zoning District.

3. Prohibitions. The establishment, enlargement, reconstruction, resumption, or structural alteration of any adult business shall be prohibited if such business is within:

- a. 1,320 feet of any place of worship, public or private elementary or secondary school, private or public preschool or day care center, or public park.
- b. 1,320 feet of any residential zoning district or mobile home park zoning district.

4. Proximity. The distance between an adult business and any place of worship, school, park, day care center, residential zoning district, or mobile home park zoning district shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the adult business to the nearest property line of the church, day care center, school, park, residential zoning district. If any adult business is part of or included within an integrated center, the portion of such center or leased space occupied by such adult business shall be included in determining the closest exterior

structural wall of such establishment.

5. **Exterior Display.** No adult business shall be conducted in any manner that permits the observation of any material depicting, describing, or relating to specified sexual activities or specified anatomical areas by display, decorations, sign, show window or other opening from any public way.

Sec. 5.4.3. Medical

A. Medical Use Category

A facility providing medical or surgical care to patients. Some facilities may offer overnight care. Medical uses include, but are not limited to, the following uses as examples:

1. Ambulatory surgical center.
2. Blood plasma donation center, medical or dental laboratory.
3. Hospital, urgent care, emergency medical office.
4. Medical, dental office or chiropractor, osteopath, physician, medical practitioner.
5. Medical clinic.

B. Use Standard

1. Medical in the EN Zoning District is limited to medical dental office or chiropractor, osteopath, physician, medical practitioner. Hospitals, surgery centers, clinics, and the like are not allowed in the EN and MA Districts.

C. Clinics

1. **Defined.** An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.
2. **Use Standard.** Clinics are not a medical office, and are held to higher parking standards and not allowed in all the same zones as medical office use.

Sec. 5.4.4. Office

A. Office Use Category

Activities conducted in an office setting and generally focusing on business, professional or financial services. Office uses include, but are not limited to, the following uses as examples:

1. Business services including, but not limited to, advertising, business management consulting, data processing or collection agency.
2. Professional services including, but not limited to, lawyer, accountant, bookkeeper, engineer, architect, sales office or travel agency.
3. Financial services including but not limited to, lender, investment or brokerage house, bank, call center, bail bonds, insurance adjuster, real estate or insurance agent or mortgage agent.
4. Charitable institution (not providing housing or shelter).
5. Counseling in an office setting.
6. City, county, state, federal government office.
7. Radio, TV or recording studio, utility office.
8. ~~Trade, vocational, or business school.~~

Sec. 5.4.5. Outdoor Recreation

A. Outdoor Recreation Use Category

Uses, varying in size, providing daily or regularly scheduled recreation-oriented activities. Activities take

place predominately outdoors or within outdoor structures. Outdoor recreation uses include, but are not limited to, the following uses as examples:

1. Camp, campground, travel trailer park, recreational vehicle park.
2. Drive-in theater.
3. Golf course, Commercial.
4. Extreme sports facility such as paintball, BMX or skateboarding.
5. Outdoor sports-related commercial activity such as batting cage, golf driving range, amusement park, miniature golf facility, water park.
6. Outdoor theater.
7. Outdoor sports or entertainment facility.
8. Riding stable.
9. Racetrack.
10. Shooting range.
11. Sports academy for active recreational or competitive sports.
12. Stadium, arena.

Sec. 5.4.6. Overnight Lodging

A. Overnight Lodging Use Category

Accommodations arranged for short term stays. Overnight lodging includes the following uses:

1. Bed and breakfast
2. Hotel, motel.

B. Bed and Breakfast

1. **Defined.** An operator-occupied historic residence or expanded historic residence that:
 - a. Provides sleeping accommodations to the public for a fee;
 - b. Has no more than 14 guest rooms;
 - c. Provides breakfast to its guests as part of the fees; and,
 - d. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
 - e. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.
2. **Use Standards.** A bed and breakfast shall be permitted in the ER, R1, R2, C1, OS, and AG Districts if the use complies with all requirements of these standards. The following general standards are applicable to any person, group, firm, business or organization engaging in the use of any property for a bed and breakfast:
 - a. The uses and operations shall be conducted within enclosed buildings. All on-site vehicular circulation and traffic patterns shall be approved by the Commission.
 - b. No show windows or other exterior display, displaying, promoting or advertising services retained, offered, promoted or advertised by the use occupying the premises shall be permitted.
 - c. No person, group, firm, business or organization shall engage in the use of any property for a bed and breakfast without first:
 - i. Obtaining the necessary permits and approvals, as required in the underlying zoning district;
 - ii. Complying with all required conditions and standards of development and operation;
 - iii. Complying with all standards adopted by the Indiana State Board of Health, and/or the Hamilton County Health Department, for food preparation and handling and sanitation in bed

- and breakfast establishments;
- iv. Complying with all fire safety standards as established by the Fire Prevention and Building Safety Commission for bed and breakfast establishments; and
- v. Obtaining the necessary tourist facility licensing by the appropriate agency.
- d. It is the express intent of this Section to limit permitted uses in a bed and breakfast inn to provide sleeping accommodations to the public for a fee, and to providing breakfast to guests as part of that fee. Therefore, no accessory use subordinate to a bed and breakfast inn is permitted. By way of illustration, and not by way of limitation, bed and breakfast inns may not:
 - i. Operate beauty and barber shops;
 - ii. Provide recreation facilities to serve the public, guests and employees;
 - iii. Provide facilities for conferences and meetings to anyone other than registered guests;
 - iv. Operate a commercial restaurant business;
 - v. Operate a clothes and cleaning pick-up business; or
 - vi. Obtain an Alcoholic Beverage Permit.
- e. It is the intent of this Section to limit each lot area to one (1) historic residence or one (1) expanded historic residence. Historic residences and/or expanded historic residences cannot be combined or attached by way of architectural addition or otherwise.
 - i. The location of a bed and breakfast in a residential zoning district is not intended nor should it be construed as changing the character of the residential zoning district. Such location in a residential zoning district may not serve as the basis for the granting of a variance or rezone for commercial or industrial development in the residential zoning district.
 - ii. Hours of operation shall not interfere with the use and enjoyment of adjacent residential properties.
- f. Bed and breakfast inns shall have a minimum lot area of two (2) acres. nonresidential zoning districts shall meet the lot area requirements of the underlying zoning district.
- g. Bed and breakfast inns shall provide one (1) parking space per guest room, plus one (1) parking space for each employee.
- h. All front, side, and rear setbacks shall comply with the underlying zoning district requirements.

C. Extended Stay Motel/Hotel/Inn

1. **Defined.** A facility that contains one (1) or more rooms for overnight guests containing registration facilities, on-site management, cleaning services and combined utilities.
2. **Use Standards.** In the I1 Zoning District, any extended stay motel, hotel or inn shall be within 3,000 feet of the centerline of the I-69 interchange at its intersection with the centerline of 96th Street.

D. Short-term Rentals

1. **Defined.** ~~Short-term rental means the rental of any of the following property types for less than 30-day periods:~~
 - a. **Short-Term Rental.** In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.
 - b. **Short-Term Rental, Owner-Occupied.** In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.
 - c. **Short-Term Rental, Not Owner-Occupied.** Is a short-term rental property that is not property owner's primary residence.
 - a. ~~A single-family home;~~

- ~~b. A dwelling unit in a single-family home~~
- ~~c. A detached accessory structure, including a guest house or other living quarters that are intended for human habitation,~~
- ~~d. A dwelling unit in a two-family or multifamily dwelling; or~~
- ~~e. A dwelling unit in a condominium, cooperative, or time share;~~

2. Use Standard.

- a. A short-term rental of an owner occupied short-term rental property is a permitted residential use without a permit.
- b. For short-term rental properties that are not owner occupied, a Special Exception is required in accordance with [Sec. 10.2.19. Special Exception](#).
- c. Short-term rentals shall be operated in accordance with [Indiana State Law](#), and shall be enforced in the same manner that is consistent with similar properties that are not short-term rentals.
- d. If three (3) or more citations from the City are issued to an owner for a permitted property within a calendar year, the City may revoke the permit for that permitted property for a period of not more than one (1) year after the date the permit is revoked. The City shall provide notice and hold a hearing for revocation in accordance with [Article 10.1. Procedures](#).
- e. An owner may apply for a permit for a short-term rental for which a previous permit of the owner was revoked. However, a new permit may not be issued until any outstanding fines are paid.

Effective on: 7/20/2018

Sec. 5.4.7. Personal Service

A. Personal Service Use Category

Facilities involved in providing personal or repair services to the public. Personal service uses include, but are not limited to, the following uses as examples:

~~1. Animal care.~~

- 1. Beauty/hair salon.
- 2. Catering establishment.
- 3. Cleaning establishment, dry-cleaning or laundry drop-off facility, laundromat.
- 4. Copy center.
- 5. Funeral home, funeral parlor, mortuary, undertaking establishment, crematorium, pet crematorium.
- 6. Locksmith.
- 7. Massage therapy or day spas.
- 8. Nail salons.
- 9. Optometrist.
- 10. Palmist, psychic, medium, fortune telling.
- 11. Repair of appliance, bicycle, canvas product, clock, computer, jewelry, musical instrument, office equipment, radio, shoe, television or watch.
- 12. Tailor, milliner, upholsterer.
- 13. Wedding chapel.

~~B. Animal Care (Indoor)~~

- ~~1. Defined. Any building or land used, designed or arranged for the care of animals with limited outdoor activity. Uses include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.~~
- ~~2. Use Standards.~~

- ~~a. No overnight outdoor activity associated with care of animals is allowed.~~
- ~~b. Outdoor activity, including but not limited to, walking and bathing of animals, is permitted during the day, if no more than six (6) animals are engaged in outdoor activity at a time.~~

~~3. **Animal Care (Outdoor)**~~

- ~~4. **Defined.** Any building or land used, designed or arranged for the care of animals that includes overnight outdoor activity. Uses include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.~~

~~5. **Use Standards.**~~

- ~~a. All exterior exercise areas and runs must be fenced for the safe confinement of animals.~~
- ~~b. A buffer yard must be established along any exterior areas used to exercise, walk, or keep animals that abut a residential use.~~
- ~~c. No part of any building, structure or run in which animals are housed shall be closer than 150 feet from any property line, except property owned or occupied by an owner or operator; provided, that the minimum distance referred to above shall not apply if all portions of the facility in which animals are enclosed is located wholly within a building.~~

C. Use Standards for All ~~Other~~ Personal Service Uses

~~1. **Use Standards.**~~

- 1. A personal service use in an EN Zoning District is subject to the following:
 - a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.
 - b. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.
 - c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

Sec. 5.4.8. Restaurant/Bar

A. Restaurant/Bar Use Category

A facility that prepares and sells food and drink for on- or off-premise consumption. Restaurant uses include, but are not limited to, the following uses as examples:

- 1. Bar, nightclub, tavern, lounge.
- 2. Eating establishment.
- 3. Fast food/quick service.

B. Bar, Nightclub, Tavern, Lounge

- 1. **Defined.** A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business's total annual sales.

C. Eating Establishment

- 1. **Defined.** A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.
- 2. **Use Standards.**
 - a. An eating establishment in an EN Zoning District is subject to the following:
 - i. Must be within or attached to a multi-tenant building, cannot be in a standalone building.
 - ii. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

- iii. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.
- iv. Drive-thru or drive-in facilities are not allowed.
- v. Must be located at least 150 feet from an abutting residential zoning district (measured in straight line from the nearest point of the building containing the eating establishment to the boundary line of the abutting residential district).

D. Fast Food/Quick Service

- 1. **Defined.** Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed.
- 2. **Use Standard.**
 - a. A take-out restaurant under 2,000 square feet gross floor area which sells prepared food shall be entitled to two (2) serving tables or a maximum of eight (8) seating without reclassification as a restaurant for zoning purposes. These tables may be located indoors or on an outdoor patio. When three (3) or more tables are provided, the use shall be deemed a restaurant.
 - b. Drive-up windows, exterior menu boards, and speakers, associated with a restaurant or coffee house, shall be located no closer than 400 feet to any building that is zoned or used for residential purposes.
 - c. Drive-up windows, exterior menu boards, and speakers, associated with a commercial service, that is not a restaurant or coffee house, shall be located no closer than 200 feet to any building that is zoned or used for residential purposes.

Sec. 5.4.9. Retail Sales

A. Retail Sales Use Category

Facilities involved in the sale, lease, or rental of new or used products. Retail sale uses include, but are not limited to, the following uses as examples:

- 1. Antiques, appliances, art supplies, baked goods, bicycles, books, building supplies, cameras, carpet and floor coverings, crafts, clothing, computers, convenience goods, dry goods, electronic equipment, fabric, flowers, fuel (including gasoline and diesel fuel), furniture, garden supplies, gifts or novelties, groceries, hardware, home improvement, household products, jewelry, medical supplies, music, musical instruments, office supplies, package good stores (alcohol), package shipping, pets, pet supplies, pharmaceuticals, photo finishing, picture frames, plants, printed materials, produce, seafood, souvenirs, sporting goods, stationery, tobacco, used or secondhand goods, vehicle parts and accessories, videos and related products.
- 2. Art gallery.
- 3. Brewery, low intensity.
- 4. Check cashing, payday loan.

B. Brewery, Low Intensity

- 1. **Defined.** Brewery, low-intensity: An establishment in which the brewing of beer is the ancillary use commonly associated with tap-rooms, tasting-rooms, and/or dining areas which allow on-site consumption. Limitations for manufacturing and distribution of beer are defined by Indiana Law, which may change from time to time. Example business include: brewpub, microbrewery, and nanobrewery.

C. Electric Vehicle Charging

- 1. **Defined.**

- a. **EV Charging Station (EVCS).** A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:
 - i. Level 1 is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.
 - ii. Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.
 - iii. Level 3 and higher or DCFC (Direct Current Fast Charging) is considered “fast” or “rapid” charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.
 - b. **EV Charging Facility (EVCF).** A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. EV Charging Facility may have a combination of different levels of charging. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline.
2. **Applicability.** Any new development or redevelopment shall provide the minimum required accessory EV Charging Stations pursuant to Section 6.11.11 of the parking development standards.
3. **Permitting.**
- a. The following uses are exempt from applying for a permit for EVCS installation: residential dwelling units that use Level 1 charging or plug Level 2 EVSE equipment into an existing electric outlet inside or outside of the garage. All other developments and redevelopments shall apply for an applicable permit.
 - b. All electric upgrades necessary for installing EVCS on site shall be permitted per applicable building and electric code standards.
4. **EVCS Use standards:**
- a. The accessory EVCS shall be located on the same lot as the primary use.
 - b. **Location.** The EVSE accessory equipment may be located in any yard.
 - c. **Setbacks.** Any EVCS equipment and accessory equipment shall meet the minimum setbacks of the underlying zoning district.
 - d. **Encroachment.** The chargers, accessory equipment, and protective barriers (e.g., bollards) cannot be located more than 2 feet into required landscape area.
 - e. **Signage.** EVCS shall be signed in a clear and conspicuous manner, such as special pavement marking or signage, indicating exclusive availability to electric vehicles.
 - i. **Exemption.** A parking space or garage devoted for the use of a specific dwelling unit and located on the same lot as the dwelling unit is exempt from this requirement.
 - f. **Screening.**
 - i. The EVSE accessory equipment must be screened in the same manner as mechanical and utility equipment per Section 6.2.6.
 - ii. Where the screening wall/fence span is longer than 40 feet, then in addition to the screening requirements per Sec. 6.2.6, 1 evergreen small tree per 10 lineal feet of the screening wall shall be provided.

- iii. **Exemption.** These screening standards are not applicable when EVCS is installed inside of a parking garage.
 - g. **EV Parking Space Design Standards.** These standards are outlined in Section 6.11.11 of the parking development standards.
 - h. **Electric Utility Sign-Off.** For EVCS spaces that use Level 3 (DCFC) charging, a sign-off letter from an electric utility is required to be submitted with the permit application to show that the utility can provide necessary electric power to the chargers.
5. **EVCF Use standards.** In addition to the standards for each individual EV charging station stated in this section under Sec 5.4.9.C.4, the following shall apply to the EV charging facility:
- a. **The circulation of vehicle movement on site shall be designed in a safe way to accommodate vehicle movement without having to go through an EVCS space/bay as well as provide for a safe way for vehicles to move in and out of the EVCS space/bay.**
 - b. **Each entrance to, and exit from, an EVCS space/bay shall be clearly marked to show the direction of traffic flow by signs and/or pavement markings or raised curbs.**
 - c. **The width of each charging bay shall be at least 12 feet.**
 - d. **The length of each charging bay shall be enough to accommodate parking of a vehicle of appropriate size (e.g., semi-truck, bus, etc.).**
 - e. **Landscaping requirements:**
 - i. **The landscape requirements pursuant to Article 6.7 apply to EVCF.**
 - ii. **The parking lot landscaping standards shall apply as required per Section 6.11.4 except for the following:**
 - a) **The interior, terminal, and median landscape islands for the regular-sized EVCS parking spaces shall be provided pursuant to Sec 6.11.4.**
 - b) **The interior, terminal, and median landscape islands for the oversized EVCS bays do not need to follow the requirements listed in Sec 6.11.4 as they relate to the required number, arrangement, and spacing of the said islands. However, landscape islands shall be provided throughout the site to help achieve the required Tree Canopy requirement.**

D. Grocery

- 1. **Defined.** A self-serve retail market selling foods and household merchandise.

E. Special Handling

- 1. **Defined.** Retail businesses that sell products that require special handling due to risks to public safety. Example businesses include: fireworks sales, gun sales, and hunting stores.

F. Vehicle Fuel Sales

- 1. **Defined.** Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs.
- 2. **Use Standard.**
 - a. Vehicle fuel sales shall have no more than eight (8), double-sided, vehicle fueling dispensers.
 - b. Vehicle fuel sales shall be screened in accordance with the parking lot landscaping standards cited in [Article 6.7. Landscaping Standards](#).
 - c. Vehicle fuel sales shall be associated with a convenience store with a maximum building footprint of 4,000 square feet.
 - d. Vehicles being serviced shall not be stored outside overnight.

- e. Kiosks of any kind are prohibited.
- f. Canopies shall be no taller than 14 feet and shall be architecturally compatible with the primary structure.
- g. Illuminance under the canopy shall be no more than 300 lucas.

G. Use Standards

- 1. A retail sales use in an EN Zoning District is subject to the following:
 - a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.
 - b. The floor area of the retail use cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.
 - c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.
 - d. Drive-thru or drive-in facilities are not permitted.
 - e. Vehicle fuel sales, check cashing and payday loan facilities are not permitted.

(Ord. [111620B](#), 12/21/2020)

Effective on: 12/21/2020

Sec. 5.4.10. Vehicle Sales/Rental

A. Vehicle Sales Use Category

Direct sales, rental or leasing of passenger vehicles, light and medium trucks, and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle sale uses include, but are not limited to, the following uses as examples:

- 1. Boats and other recreational vehicle sales.
- 2. Vehicle sales, rental or leasing.

B. Use Standards

- 1. All vehicular display area with frontage on any portion of a street right-of-way (not including an alley) must be screened along the street edge by a 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.
- 2. Vehicle displays shall not be artificially elevated above the general topography of the site.
- 3. In a C3 Zoning District, the sales and leasing of motor vehicles for display shall be conducted within a fully enclosed building. The outdoor display and storage of vehicles for sale or rental is not permitted.

Article 5.5. Industrial Uses

Contents:

Sec. 5.5.1 Light Industrial

Sec. 5.5.2 Light Manufacturing

Sec. 5.5.3 Research & Development

Sec. 5.5.4. Self-Service Storage

Sec. 5.5.5. Vehicle Service

Sec. 5.5.6 Warehouse & Distribution

Sec. 5.5.7 Wholesale Trade

Sec. 5.5.1. Light Industrial

A. Light Industrial Use Category

Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Light industrial uses include, but are not limited to, the following uses as examples:

1. Bottling.
2. Brewery, winery.
3. Contractors storage including janitorial and building maintenance service, exterminator, or other maintenance yard or facility, building, heating, plumbing, landscaping or electrical contractor and others who perform services off-site, but store equipment and materials or perform fabrication or similar work on-site.
4. Food and beverage products except animal slaughter, stockyards.
5. Lawn, tree or garden service.
6. Laundry, dry-cleaning, and carpet cleaning plants.
7. Leather and leather products except tanning and finishing.
8. Manufactured or modular housing sales.
9. Outdoor storage yard for vehicles.
10. Sheet metal, welding, machine, tool repair shop or studio.
11. Stone, clay, glass, and concrete products.
12. Trailer leasing, auction vehicle, broker vehicle.
13. Woodworking, including cabinet makers and furniture manufacturing.

B. Use Standards

1. **Sales Office and Showrooms.** Sales offices and showrooms for permitted uses shall comply with the following:
 - a. Sales offices and showrooms shall be in the primary structure;
 - b. Used for the sale or display of products manufactured and/or warehoused on site; and
 - c. Clearly incidental, accessory and subordinate to the operation of the primary use of the lot.
2. **Limited Use.** In the EN Zoning District, any light manufacturing shall comply with the following:
 - a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
 - b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).

- c. Any materials shipped from facilities in the District must be manufactured within the District.
- d. The use is not within 1,000 feet of a residential zone.
- e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.2. Light Manufacturing

A. Light Manufacturing Use Category

A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses include, but are not limited to, the following uses as examples:

1. Clothing, textile apparel manufacturing.
2. Facilities engaged in the assembly, design, repair or testing of: analyzing or scientific measuring instruments; semiconductor and related solid-state devices, including but not limited to clocks, integrated microcircuits; jewelry, medical, musical instruments, photographic or optical instruments; and timing instruments.
3. Office showroom/warehouse.
4. Printing, publishing, and lithography.
5. Medical equipment
6. Production of artwork and toys, graphic design sign-making, movie production facility, photo- finishing laboratory.
7. Repair of scientific or professional instruments and electric motors.

B. Use Standards

1. Limited Use. In the EN Zoning District, any light manufacturing shall comply with the following:
 - a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
 - b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).
 - c. Any products shipped from facilities in the District must be manufactured within the District.
 - d. The use is not within 1,000 feet of a residential zone.
 - e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.3. Research & Development

A. Research & Development Use Category

A facility focused primarily on the research and development of new products. Research and development uses include, but are not limited to, the following uses as examples:

1. Laboratories, offices and other facilities used for research and development by or for any individual, organization or concern, whether public or private.
2. Prototype production facilities that manufacture a limited amount of a product to fully investigate the merits of such a product.
3. Pilot plants used to test manufacturing processes planned for use in production elsewhere.

Sec. 5.5.4. Self-Service Storage

A. Self-Service Storage Use Category

Facilities providing separate storage areas for personal or business use designed to allow private access by the

tenant for storing or removing personal property. Self-service storage uses include, but are not limited to, the following uses as examples:

1. Warehouse, self-service.
2. Fully enclosed indoor multi-story storage.
3. Mini-warehouse.

B. Use Standard

A self-storage facility in the I1 Zoning District is subject to the following:

1. The minimum size of the site is at least two (2) acres.
2. All storage shall be contained within a fully-enclosed building. However, the storage of boats, RV's or other similar vehicles may be permitted in accordance with [Article 6.10. Outdoor Display & Storage Standards](#).
3. A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
4. A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all property lines abutting a residential use.
5. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Effective on: 7/20/2018

Sec. 5.5.5. Vehicle Service

A. Vehicle Service Use Category

Repair and service to passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle service uses include, but are not limited to, the following uses as examples:

1. Vehicle repair (minor)
2. Vehicle repair (major).
3. Vehicle repair (commercial vehicle).
4. Car wash.

B. Car Wash

1. **Defined.** Facility with mechanical or hand-operated equipment used for cleaning, washing, polishing, or waxing of motor vehicles.
2. **Use Standards.**
 - a. Car wash facilities located within 200 feet of a Residential District (determined by a straight line from the property line to the District boundary line) shall meet the following requirements:
 - i. All washing, waxing, machine drying and related activities and operations shall be conducted entirely within an enclosed building (except for vehicular openings a maximum of 12 feet in width) except for vacuuming, hand washing, hand drying and hand waxing of vehicles, the sale of items from vending machines and refuse storage and disposal.
 - ii. No vehicular openings providing access to the enclosed building shall face a residential zoning district. For purposes of this section, the building wall providing access shall be at an angle greater than 60 degrees from a residential zoning district line.

- iii. All vacuuming and compression machines located outside of the enclosed building shall be of a design that does not exceed a noise level reading of 45 dB(A), as measured from the property line, between the hour of 6 AM to 7 AM and 55 dB(A) at all other lawful hours of operation.
 - iv. Operation of the establishment shall be prohibited prior to 6 AM and after 11 PM on all days of the week. The hours of operation shall be required to be posted on site at a conspicuous location and all the establishment's car wash equipment shall be rendered inoperable always other than during its hours of operation.
- b. Accessory car wash facilities shall be prohibited unless one (1) or more of the following exist:
- i. Operation of the facility is after 6:00 AM and before 11:00 PM on all days of the week.
 - ii. The car wash is equipped only with fully automatic wash equipment so the driver remains in their car during the entire wash process, and all other outdoor on-site customer activities such as vacuuming is prohibited.

C. Vehicle Repair (Minor)

1. **Defined.** A facility where minor vehicle repair and service is conducted. Includes audio and alarm installation, custom accessories, quick lubrication facilities, minor scratch and dent repair, bed-liner installation and glass repair or replacement.
2. **Use Standards.**
 - a. A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all property lines abutting a residential use.
 - b. The outdoor overnight storage of vehicles may be permitted in accordance with [Article 6.10. Outdoor Display & Storage Standards](#). Operable vehicles may be parked on-site during business hours.
 - c. There shall be no dismantling of vehicles for salvage.
 - d. The storage of impounded vehicles is not permitted.
 - e. No outside speaker system is permitted.
 - f. In the C2 Zoning District, a maximum of two (2) service bay doors no more than 24 feet in width each are permitted on two (2) sides of the building.
 - g. Service doors shall be closed except for entry and exit of automobiles.

D. Vehicle Repair (Major)

1. **Defined.** A facility where general vehicle repair and service is conducted, including transmission, brake, muffler and tire shops, along with body and paint shops. Major vehicle repair may include minor vehicle repair as an accessory use.
2. **Use Standards.**
 - a. A 10-foot wide buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all property lines abutting a residential use.
 - b. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.
 - c. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with [Article 6.10. Outdoor Display & Storage Standards](#). Operable vehicles may be parked on-site during business hours.
 - d. There shall be no dismantling of vehicles for salvage.
 - e. The storage of impounded vehicles is not permitted.

- f. No outside speaker system is permitted.

E. Vehicle Repair (Commercial Vehicle)

1. **Defined.** Repair, service, washing, or accessory installation for commercial vehicles, including box trucks, 18-wheelers and construction or other heavy equipment.
2. **Use Standards.**
 - a. A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all property lines abutting a residential use.
 - b. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with [Article 6.10. Outdoor Display & Storage Standards](#). Operable vehicles may be parked on-site during business hours.
 - c. There shall be no dismantling of vehicles for salvage.
 - d. The storage of impounded vehicles is not permitted.
 - e. No outside speaker system is permitted.

Effective on: 7/20/2018

Sec. 5.5.6. Warehouse & Distribution

A. Warehouse & Distribution Use Category

Facilities involved in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers. Warehouse and distribution uses include, but are not limited to, the following uses as examples:

1. Bulk storage, including nonflammable liquids, cold storage plants, including frozen food lockers, household moving and general freight storage, separate warehouse used by retail store such as furniture or appliance store.
2. Bus barn.
3. Commercial packing for fruits and vegetables.
4. Distribution facility, central postal facility.
5. Freight, service facility.
6. Parcel services.
7. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
8. Trailer storage, drop off lot.
9. Warehouse.

B. Use Standards

1. A buffer yard in accordance with [Sec. 6.7.4. Buffer Yards](#) must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
2. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Sec. 5.5.7. Wholesale Trade

A. Wholesale Trade Use Category

Facilities involved in the sale, lease, or rent of products to industrial, institutional or commercial businesses only. The use emphasizes on-site sales or order-taking and often includes display areas. Businesses may or may not be open to the public, but sales to the public are not permitted. Products may be picked up on-site or delivered to the customer. Wholesale trade uses include, but are not limited to, the following uses as examples:

1. Mail-order house.
2. Sale or rental of machinery, equipment, heavy equipment, building
3. Materials, special trade tools, welding supplies, machine parts, electrical supplies, plumbing supplies, janitorial supplies, restaurant equipment and store fixtures.
4. Wholesale sales of food, clothing, auto parts, building hardware and similar products.

Article 5.6. Open-Uses Agricultural and Animal Uses

Contents:

Sec. 5.6.1 Agriculture

Sec. 5.6.2 Animal Uses

Sec. 5.6.1. Agriculture

A. Agriculture Use Category

The raising and harvesting of trees, vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase. Agriculture uses include, but are not limited to, the following uses as examples:

1. Animal raising including horses, chickens, ducks, goats, sheep, cows, or other animals as determined by the Director.
2. Community garden.
3. Crop production, soil preparation, agricultural services, large animal and veterinary services, farm labor and management services, research farm.
4. Floriculture, horticulture, pasturage, row and field crops, viticulture, tree or sod farm, silvicultural, sale of agriculture products.
5. Grain, fruit, field crop and vegetable cultivation and storage.
6. Livestock, horse, dairy, poultry and egg products.
7. Plant nursery.
8. Urban farm.

B. Community Garden

1. **Defined.** Areas of land managed and maintained by a group of individuals to grow and harvest food crops and non-food ornamental crops, for personal or group use, consumption, or donation. They may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by the group.
2. **Use Standards.**
 - a. A community garden shall be primarily used for growing and harvesting food crops and ornamental crops, for consumption or donation or for sale off-site.
 - b. On-site sales are not permitted in the Residential Districts. On-site sales may be permitted in the Mixed-Use Districts.
 - c. Detached accessory structures such as storage or utility buildings, gazebos, trellises, or accessory greenhouse structures are permitted, subject to compliance with the requirements of the [Article 6.2. Accessory Structure Standards](#).

- d. If security fencing is installed, such fencing shall be of an open design.
- e. If lighting is installed, only motion-detecting fixtures shall be permitted. All-night lighting is prohibited.
- f. Community gardens shall be managed and maintained in compliance with all applicable standards of this UDO and the City Code, including but not limited to those pertaining to: nuisance abatement, stormwater, site accessibility, signage, soil erosion and sedimentation control and any required tree conservation and landscaping.

C. Personal Garden Use

1. **Defined.** A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, and trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

D. Plant Nursery

1. **Defined.** A facility where horticultural and agricultural products produced on the premises are sold.
2. **Use Standards.**
 - a. Sales shall be limited to agricultural products produced on the premises, hand-held garden tools, bags of fertilizer, mulch, and similar items normally associated with nursery or gardening operations.
 - b. Sales offices shall be limited to 100 square feet of gross floor area per acre of land area, but in no case, can the sales office exceed 1,000 square feet of gross floor area.
 - c. No more than one (1) on premise sign not to exceed 12 square feet in area and 3½ feet in height.

E. Produce Stand

1. **Defined.** A produce stand permits the itinerant sale of agricultural produce and home-made food goods on a property without a permanent structure or improvements.
2. **Use Standards.**
 - a. Sales shall be limited to agricultural produce not exceeding a maximum of 2,000 square feet per lot (not including areas devoted to driveways and off-street parking). In addition to the sales of agricultural produce, up to 25% of the produce stand area may be devoted to the sales of homemade food goods such as baked goods, jams and relishes. For produce stands not removed from the lot daily, the use shall be limited to a maximum of eight (8) months per calendar year.
 - b. Produce stands locating within a Residential District shall be required to locate on the property with an institutional building or use (such as a place of worship or school), or within the common area of an apartment building.
 - c. Tents, stands, signs or other related structures shall provide a minimum 10-foot setback from all property lines and public rights-of-way and shall comply Article 6.20. Vision Clearance Standards.
 - d. One (1) off-street parking space shall be provided for every 200 square feet of area devoted to the produce stand activities, but no less than three (3) parking spaces. Areas devoted to off-street parking shall be oriented to provide for safe pedestrian and vehicular circulation and arranged so that vehicular ingress and egress to the parking areas is by forward motion of the vehicle. Produce stands shall be exempt from the parking surfaces requirements and the required landscaping regulations.
 - e. Signage for all produce stand activities on the premise shall be limited to one (1) unlit sign not to exceed 12 square feet in area and 3½ feet above the ground elevation.
 - f. All activities shall be discontinued by 8:00 PM when located in a Residential District.
 - g. No code-required landscape planting areas shall be utilized in association with the produce stand activities and no unauthorized encroachments on public rights-of-way shall be permitted.

- h. A plan that shows the location of all tents, produce stands, driveways, off-street parking, traffic circulation, signs, or other related structures shall be submitted to the City for approval, and a Temporary Use Permit shall be issued prior to any event taking place.

F. Urban Farm

1. **Defined.** The raising and harvesting of trees (excluding forestry), vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase when located in an urbanized (developed) area. An urban farm may be owned by an individual, group or organization and may include intensive agriculture, typical large-scale farm equipment, and animal husbandry.

Sec. 5.6.2. Animal Uses

A. Beekeeping.

1. **Intent.** The intent of this Section is to regulate beekeeping in accordance with State Law IC 36-1-28-1.
2. **Use Standards.** Beekeeping for personal use and not for agricultural use shall comply with the following standards:
 - a. The maximum number of hives permitted per property shall be as follows:
 - i. Two (2) hives for properties that are up to 6,000 square feet.
 - ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.
 - iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.
 - iv. Eight (8) hives for properties greater than 25,000 square feet.
 - b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.
 - c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.
 - d. Hives on the ground may not be located in the front yard.
 - e. Hives must be setback a minimum of 15 feet from any property line.
 - f. For any colony exhibiting overly-defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.
 - g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.
 - h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.
 - i. If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.

B. Keeping of Domestic Farm Animals

1. **Purpose.** The intent of this Section is to permit the use and enjoyment of horses and farm animals at rates that are appropriate for the health, welfare, and safety of the animals, neighboring property owners, and the public. This type of agriculture use should also be conducted in a manner that protects the values and aesthetic of the community.
2. **Defined.** Any animal commonly used, raised, and maintained for, or in support of, the production of food or other products. Domestic farm animals shall not include domestic pets as defined elsewhere in this Ordinance. Examples of domestic farm animals shall include, but are not limited to cows, sheep, goats, pigs, chickens, llamas, etc. Domestic farm animals are also referred to "farm animals" in the UDO
3. **Use Standards.**
 - a. Horses: The keeping of horses is permitted in the AG, ER, OS, and R1 Zoning Districts only.

provided the following requirements are met:

- i. The keeping of horses requires a minimum lot area of two (2) acres for the first horse and one (1) additional acre per horse is required thereafter.
- ii. Pasture area shall comply with the following:
 - a) All pasture areas shall be properly fenced, to prevent the escape of animals from the property.
 - b) Pasture areas may be in the front yard provided the fence height does not exceed five (5) feet.
 - c) No horse shall be allowed to run at large except within a fenced pasture area.
- b. Domestic Farm Animals:
 - i. The keeping of farm animals such as chickens, ducks, goats, sheep, cows, or other animals as determined by the Director, may be permitted on a property of at least five (5) acres in the AG, ER and OS Zoning Districts. Properties in the ER Zoning District are permitted farm animals at a rate of three-fourths (0.75) farm animal unit (FAU) per acre. Properties in the AG and OS Zoning District are permitted farm animals at a rate of one (1) FAU per acre. Following any per acre calculation for a property any fractional FAU maximum shall be rounded down for fractional units ending in .49 or less and rounded up for fractional units ending in .5 or higher.
 - ii. Farm animals shall be divided into two (2) categories, large farm animals and small farm animals. Each large farm animal shall be equivalent to one (1) FAU. Three (3) small farm animal shall be equivalent to one (1) FAU. Farm animals who are or have not reached mature adulthood shall not count against the farm animal quantity regulations of this section.
 - iii. Structures, kennels, stalls, coops, pens, and other elements that house farm animals and the immediate surrounding property controlling the movement of those farm animals shall be considered confinement areas and limited in size. Confinement areas shall be limited to 10% coverage of the total lot area of the property. Confinement areas shall not be in an established front yard. Grazing areas or pastures for controlling the movement of large grazing type farm animals and horses shall not be regulated by these requirements. Fence requirements shall be the same as required by in Article 6.18. Wall & Fence Standards.
 - iv. Confinement areas in the AG Zoning District shall be a minimum of 200 feet from the property line, confinement areas in the ER Zoning District shall be a minimum of 100 feet from the property line, unless the subject property is located adjacent to a similar land use, in which case the minimum setback requirements for the zoning district apply. In a case where a lot was in existence at the time of adoption of this UDO, and, when that property cannot meet such setback requirements, due to lot width, lot shape, and/or lot configurations, the Director may consider a less stringent setback. This determination may be made in exchange for additional screening measures, when it is determined that there will not be a negative effect on the neighboring residential properties. Following a decision to approve, the Director shall give notice to all adjacent properties via first class mail. Any resident may appeal the decision to the Board. Pastures containing large grazing type farm animals and horses shall not be considered confinement areas and may be located no closer than 10 feet from an adjacent residentially zoned property (this does not apply to pastures in existence at the time of adoption of this UDO). The Director may make determinations concerning the classifications of farm animal species which are not directly noted in this ODO. However, under no circumstance shall swine or poultry be considered large grazing type farm animals.
 - v. The Director may approve an exemption from this section to allow the keeping of chickens or other fowl animals for public or private schools as part of an educational curriculum. The number of chickens or fowl animals shall be reviewed and approved by the Director. The chickens or fowl animals must be located on school property and shall be removed if the City

determines there is a public nuisance due to this exemption.

C. Keeping of Domestic Pets

1. **Defined.** Animals commonly used as household pets, protection, companions, and for assistance to disabled persons. Domestic pets shall include animals that are cared for and treated in a manner acceptable for pet dogs, cats, and birds. Domestic pets shall include, but not be limited to, dogs, cats, parakeets, parrots, finches, lizards, spiders, guinea pigs, hamsters, gerbils, rats, mice, rabbits, aquarium fish, ferrets, and snakes if cared for in the manner described above.
2. **Use Standards.**
 - a. The keeping of domestic pets shall not be done for profit.
 - b. The keeping of domestic pets shall not be construed as a kennel.

D. Kennel

1. **Defined.** A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes.
2. **Use standards:**
 - a. **Building.** The parts of a building where animals are services shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.
 - b. **Outdoor areas.**
 - i. No part of an outdoor animal care or run area shall be closer than 200 feet from any property line abutting a residential zoning district or use, except property owned or occupied by an owner or operator.
 - ii. **Fence.** The entire perimeter of the outdoor kennel area shall be enclosed with an opaque fence that meets the following standards:
 - a) Minimum depth underground: 12 inches.
 - b) Minimum height: Seven (7) feet from grade.
 - c) Minimum fence setback: 20 feet from any adjoining property line.
3. **Landscape Buffer.** Where a kennel operation abuts a residential zoning district or use, a minimum of one (1) evergreen shrub/tree with a mature height of at least ten (10) feet shall be planted and spaced no more than six (6) feet on center along the entire length of the shared property line.

E. Pet Grooming

1. **Defined.** A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.
2. **Use Standards:**
 - a. The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

F. Veterinary Clinic

1. **Defined.** A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a "Kennel," and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.
2. **Use Standards:** The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

Article 5.7. Accessory Uses

Contents:

Sec. 5.7.1 General

Sec. 5.7.2. Standards for Specific Accessory Uses

Sec. 5.7.1. General

- A. Accessory uses are permitted in conjunction with allowed primary uses. Allowed accessory uses include those listed in this Article and additional accessory uses that, as interpreted by the Director, meet the following:
1. Are clearly incidental to and customarily found with the primary allowed use;
 2. Are subordinate to and serving the primary allowed use;
 3. Are subordinate in area, extent and purpose to the primary use served;
 4. Contribute to the comfort, convenience or needs of occupants, business or industry on the lot that the primary use is served; and
 5. Are located on the same lot as the primary building or use served.
- B. No accessory use may be established on a lot prior to the establishment of a permitted primary use.

Sec. 5.7.2. Standards for Specific Accessory Uses

~~A. Beekeeping.~~

- ~~1. Intent. The intent of this Section is to regulate beekeeping in accordance with State Law.~~
- ~~2. Use Standards. Beekeeping for personal use and not for agricultural use shall comply with the following standards:~~
 - ~~a. The maximum number of hives permitted per property shall be as follows:~~
 - ~~i. Two (2) hives for properties that are up to 6,000 square feet.~~
 - ~~ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.~~
 - ~~iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.~~
 - ~~iv. Eight (8) hives for properties greater than 25,000 square feet.~~
 - ~~b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.~~
 - ~~c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.~~
 - ~~d. Hives on the ground may not be located in the front yard.~~
 - ~~e. Hives must be setback a minimum of 15 feet from any property line.~~
 - ~~f. For any colony exhibiting overly defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.~~
 - ~~g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.~~
 - ~~h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.~~

- i. ~~If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.~~

B. Caretaker's Residence

A single dwelling unit as a residence for a caretaker or watchman accessory to a permitted use is permitted in all zoning districts other than residential zoning districts.

C. Drive-Through

Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reduce the negative impacts that it may create by reducing the noise from idling cars and voice amplification equipment, lighting, and queued traffic interfering with on-site and off-site traffic and pedestrian flow.

1. **Defined:** An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.
2. **Applicability.** The following standards apply for all uses with vehicle stacking and/or drive-through facilities.
3. **Use Standards:**
 - a. Drive-through facilities, including windows and other related features, should be architecturally compatible with the building architecture.
 - b. To protect the building from vehicle damage, the bollards shall be installed adjacent to the service window(s).
 - c. Drive-through lanes and accompanying equipment that produces noise shall be located at least 400 feet from any building that is zoned or used for residential purposes.
 - d. Sound emitted from any drive-through window, exterior menu board(s), speakers and any other sound devices used to communicate with the clients should be limited to a noise level up to 50 dB at the closest property line abutting a residential use or zoning district (existing or approved).
 - e. **Parking.** Drive-throughs shall follow the minimum parking design standards in section 6.11.12
 - f. **Signage.** Sign regulations specific to Drive-throughs are in Section 6.17.9.

D. Home Occupation

1. **Defined.** An occupation that provides a service or product that is conducted wholly within a residential dwelling in a residential zoning district as an accessory use that does not change the residential character of the property or neighborhood. Examples of permitted home businesses can include, but are not limited to, the following:
 - a. Art Studio.
 - b. Beauty Salon (one chair operated by a resident).
 - c. Business conducted entirely by mail and/or web-based.
 - d. Seamstress or tailor.
 - e. Home schools for 12 or less full-time or part-time children including residents of the home.
 - f. Professional office of a clergyman, lawyer, architect, accountant, counselor, or consultant.
 - g. Repairing, servicing or refurbishing equipment or parts, excluding motor vehicles, if the work is entirely within the dwelling and performed by members of the family living in the dwelling.
 - a. Teaching (e.g., musical instruments or dancing) for six (6) or less individuals at one time.
 - b. Childcare home in accordance with [I.C. 36-7-4-1108](#).

2. **Use Standard.** All home occupations shall comply with the following standards:
 - a. The property owner must use the residential dwelling as their primary place of residence. Only residents of the subject residential dwelling may operate, engage in, or conduct the home-based business. Nonresidents are not allowed to work at the subject residential dwelling where a home occupation is being conducted.
 - b. There shall be no signs, displays, outdoor storage, or other exterior evidence of business activity. Neither the dwelling nor the lot shall be altered in appearance so that it appears other than a residence, either by color, materials, construction, lighting, sounds, vibrations, or other characteristics.
 - c. A home occupation shall be conducted only within the enclosed living area of the dwelling unit or within the garage, provided no garage space required for off-street parking is used. The home-based business shall not occupy more than 25% of the combined floor area of the house and garage
 - d. No business storage or warehousing of material, supplies or equipment is permitted outdoors.
 - e. The home occupation shall not involve manufacturing operations.
 - f. No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference, or result in a change in the fire-safety class or occupancy classification of a residential structure or which otherwise violates any law.
 - g. Only one (1) vehicle used for the home occupation shall be parked or stored on the premises; provided, however, the vehicle must not be a bus, truck, van, trailer or other vehicle over 6,000 lbs., as listed on the vehicle registration form.
 - h. The requirements for shipping and receiving of materials for the business does not create excessive noise or traffic.
3. **Structural Improvements.**
 - a. There shall be no room additions, enlargements, structural, or exterior aesthetic alterations that change the residential character of the dwelling or property.
 - b. There shall be no exterior, structural, or aesthetic alterations to the dwelling to accommodate the home business that would affect the interior of the dwelling and would render it undesirable for residential use or habitation.
 - c. There shall be no additional or separate exterior entrances to the dwelling for conducting business or to accommodate the home business.
4. **Nuisances.** No home business shall cause a nuisance as defined by *Sec 5.1.6*.
5. **Appeals.** Any use claimed as a home occupation may be deemed not permitted if, in a public hearing on the matter, the Board of Zoning Appeals rules the use to be a nuisance or that it does not comply with this Section. The Director or any person reasonably affected by the home occupation may request such a hearing in accordance with [Sec. 10.2.3. Appeal of Administrative Determination](#).

E. Nonresidential Accessory Service

1. **Defined.** A nonresidential accessory use located within a building containing a permitted nonresidential principal use in the EN Zoning District. Allowed accessory uses are limited to eating establishment, laundry or dry-cleaning pickup, flower shop, gift shop, newsstand, catalog office supply sales or other service use.
2. **Use Standard.**
 - a. The accessory use must be in a building with a minimum of 30,000 square feet of gross floor area. The accessory use may locate in a smaller building provided all the buildings on the same lot contain a minimum gross floor area of 30,000 square feet.
 - b. The gross floor area of all accessory uses can be no more than 10% of the building or all buildings

on the same lot, and in no case, more than 20% of the floor area gross of the building within which it is located.

- c. In a multi-tenant building, one (1) tenant may use the full 10% of the building floor area for an accessory use, and such tenant is not restricted in its application to 10% of its lease area.
- d. No more than 3,000 square feet is permitted for any (one) 1 accessory use in the EN and MA Districts.
- e. The primary entrance to the accessory use must be internal to the main building.
- f. The display of products and activity of the accessory use must not be visible from outside the building.
- g. No drive-thru or drive-in facilities are allowed.
- h. No accessory use can operate before 8 AM or after 6 PM, unless the routine hours of operation within more than 50% of the floor area within the building in which the facility is located is operational either before 8 AM or after 6 PM.
- i. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

F. Outdoor Dining for Eating Establishments

- 1. Outdoor dining areas shall be adjacent to their tenant space.
- 2. Outdoor dining shall be accessed through the primary tenant space.
- 3. The dining area shall be enclosed by a fence or wall enclosure that is complementary to the architecture of the primary structure and shall be no less than 30 inches and no more than four (4) feet tall.
- 4. To maintain a six-foot (6') wide sidewalk in accordance with [Article 6.12. Pedestrian Accessibility Standards](#), a wider sidewalk shall be installed to meet that development standard.

G. Recreational Use Related to a Residential Development

- 1. Recreational use is limited to the following facilities: clubhouse, docks, exercise rooms, game and craft rooms, gymnasiums, party and reception rooms, bicycle paths, pedestrian and equestrian trails, picnic areas, play courts, such as basketball, racquetball, and tennis courts, golf courses, driving ranges, play fields, playgrounds, sauna baths, swimming pools and tanning facilities.
- 2. These uses are allowed only as part of a residential development or subdivision, a compact development, a conservation development, a manufactured home development, or a congregate care facility. Such uses may be located outside of the boundaries of the development, if:
 - a. The lot is owned by the development (through its homeowners' association or other similar mechanism); and
 - b. The lot adjoins the development for at least 50% of its perimeter; or
 - c. The lot is located across a street or other right-of-way for at least 50% of its perimeter.
 - d. No active recreational use (e.g. playing field, playground, swimming pool, etc.) shall be located within 25 feet of any residential use property line.
 - e. Athletic structures other than buildings (e.g. basketball goals, pools, tennis courts, etc.) shall be no closer than 100 feet to any property line or right-of-way.
 - f. Lighted playing fields will be held to the standards in [Article 6.5. Exterior Lighting Standards](#).
 - g. Park buffering may incorporate pedestrian access points where access in and out of the park would be beneficial to nearby residents.
 - h. Special care as it relates to any negative impacts (such as noise, traffic, etc.) shall be noted when locating specialty parks (such as dog parks and skate parks) in residential areas.
 - i. Neighborhood parks and pocket parks less than two (2) acres in area do not have to provide off-street parking.

- j. A golf course A golf course in a residential zoning district is subject to the following:
 - i. Portable toilets, outhouses, and structures of the like, as well as vending machines shall not face an adjacent property and shall be screened using either wood fencing or masonry wall height on at least three (3) sides and shall incorporate landscaping around the fence or wall in a manner that increases aesthetics. Landscaping shall include at least one (1) shrub per four (4) feet of fence or wall length.
 - ii. The nearest edge of any fairway or green may be no closer than 150 feet to any property line, and no closer than 100 feet to any right-of-way.
 - iii. Tee-boxes and greens shall be oriented away from adjacent properties and external roadways.
 - iv. Miniature golf is not permitted in a residential zoning district.

H. Residential Accessory Service

1. **Defined.** A nonresidential accessory use located within an apartment or townhouse development or assisted living facility.
2. **Use Standard.**
 - a. Allowed accessory uses are limited to eating establishment, beauty or barber shop, laundry or dry-cleaning pickup, drug store, flower shop, gift shop or newsstand. Does not include an adult establishment.
 - b. The gross floor area of all accessory uses shall not exceed more than 25% of the dwelling unit.
 - c. In no case, shall the accessory use occupy more than 50% of the building gross floor area or 2,000 square feet, whichever is less (except that laundry facilities shall be excluded from this maximum floor area).
 - d. The primary entrance to the accessory use must be internal to the main building.
 - e. The display of products and activity of the accessory use must not be visible from outside the building.
 - f. No drive-thru or drive-in facilities are allowed.
 - g. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

(Ord. [081919D](#), 08/19/2019; Ord. [121619C](#), 12/16/2019)

Effective on: 12/16/2019

Article 5.8. Temporary Uses

Contents:

Sec. 5.8.1. General

Sec. 5.8.2. Permit Required

Sec. 5.8.1. General

- A. A Temporary Use Permit is intended to allow for the short-term placement of activities, many of which would be not allowed on a permanent basis. The following regulations govern temporary uses.
- B. Only one (1) temporary use may exist on any lot or lots used in combination at any given time unless otherwise specifically permitted elsewhere in this UDO.
- C. Temporary uses shall not be located wholly or partially in the public right-of-way.
- D. Any structure associated with a temporary use may require compliance with the Building Code.
- E. A Landscaping Plan shall be submitted for any temporary use with ancillary structures (e.g. portable restroom facilities, trash receptacles, or trailers) that will be installed for more than six (6) months.

Screening shall be provided for each of the ancillary structures.

- F. No public-address systems or other sound-amplifying devices shall be permitted in conjunction with a temporary use.
- G. All temporary uses and associated temporary structures shall be removed and the original site restored to its original condition within the duration of the Temporary Use Permit.
- H. Cumulatively, all Temporary Use Permits issued on a lot shall not exceed 120 days per calendar year, or 90 days consecutively, unless otherwise noted.
- I. Every approved temporary use shall be fully contained within 12 feet of the front and/or side facade of the primary structure, or be in a parking area where:
 - 1. The minimum required parking spaces are available on site for the combined uses, temporary and permanent, as per [Article 6.11. Parking & Loading Standards](#). Temporary use parking shall require one (1) space per 250 square feet of indoor and outdoor space;
 - 2. No handicapped parking spaces shall be obstructed or rendered unusable;
 - 3. Vehicular or pedestrian circulation shall not be adversely affected; and
 - 4. The temporary use shall be enclosed by a temporary structure or surrounded by a view-through fence (at least 50% opaque);
- J. The maximum area dedicated to a temporary use shall be 10% of the gross main floor area of the primary structure or tenant space to which the temporary use is associated. This allotment shall not be interpreted to be the combination of two (2) or more tenant spaces.
- K. All sidewalks and ramps shall be maintained as per the ADA regulations.
- L. Temporary outdoor sales of anything explosive or hazardous are not permitted under any circumstances.
- M. Temporary classrooms in conjunction with a public or private school, or a religious institution are permitted.
- N. Any temporary signs associated with a temporary use shall require a Temporary Sign Permit and is limited to the current standards of the [Article 6.17. Signage Standards](#).

(Ord. [121922E](#), 01/17/2023)

Effective on: 1/17/2023

Sec. 5.8.2. Permit Required

The following temporary uses are allowed subject to approval of a Temporary Use Permit issued in accordance with [Sec. 10.2.22. Temporary Use Permit](#).

A. Construction Trailer

- 1. Once the Temporary Use Permit for the construction trailer has been issued, the construction trailer may be located on the site to be developed up to three (3) weeks prior to the start of site improvements and shall be removed when the last full Certificate of Occupancy has been issued for the development, or within 48 months, whichever is less.
- 2. All construction trailers shall be located within the development for which the construction trailer has been established.
- 3. Construction trailers shall successfully pass all applicable inspections (e.g. electrical, fire) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.

B. Institutional Temporary Uses

- 1. Every institutional use that wishes to have a temporary use (e.g. seasonal outdoor sales, temporary outdoor displays of merchandise, tent sales, and special sales) must receive an independent Temporary Use Permit for each such use.
- 2. Private or institutionally sponsored festivals are allowed on places of worship or school properties

without a Temporary Use Permit.

3. Portable Classrooms.

Portable Classrooms requires a Temporary Use Permit. Portable Classrooms are permitted for no more than two (2) years.

C. Sales Office or Model Home

1. Model homes shall comply with [Article 6.3. Architectural Design Standards](#).
2. In addition to a Temporary Use Permit, a building permit is required to construct the model home.
3. A Temporary Use Permit for a sales office or model home is valid from subdivision release for issuance of building permits until the last full Certificate of Occupancy is issued.
4. Sales offices and model homes shall be located on a lot in the development in which the homes are for sale.
5. Sales offices and model homes shall be located on streets that have been asphalted and curbed; and are free of mud and debris.
6. A flow tested and charged fire hydrant shall be within 500 feet of two (2) or more sales offices or model homes prior to the issuance of a Certificate of Occupancy. Evidence of flow testing from a qualified agency shall be provided.
7. Signage shall be limited to the current standards for temporary model home signs in the [Article 6.17. Signage Standards](#).
8. Hours of operation shall be limited to between 7:00 AM and 9:00 PM daily.
9. The facility shall not be used for any purpose other than the sales and demonstration of homes in that subdivision.
10. A minimum of four (4) off-street parking spaces shall be in place at a model home for employees and potential buyers. Model homes may use a standard driveway, garage and/or an off-street parking area (gravel or asphalt) to accommodate parking.
11. Model homes shall successfully pass all applicable inspections (e.g. electrical) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.
12. Skirting is required on all sales trailers to be installed for six (6) months or longer.

D. Special Events

1. Special events on nonresidential properties may be permitted and require a Temporary Use Permit. The following guidelines shall also apply:
 - a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
 - b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.
 - c. No sign shall be placed within the right-of-way of any public street without the approval of the City.
 - d. A Sign Permit is required per [Sec. 10.2.18. Sign Permit](#).
2. **Grand Openings.** A Temporary Use Permit may be permitted for a onetime grand opening for new businesses. This Temporary Use Permit may be granted for a 17-day period with no fees. The following guidelines shall apply:
 - a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
 - b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.

- c. No sign shall be placed within the right-of-way of any public street without the approval of the City.
- d. A Sign Permit is required per [Sec. 10.2.18. Sign Permit](#).

E. Temporary Off-street Parking

- 1. Any temporary off-street parking installed for a construction trailer, sales trailer or model home shall be removed when the sales office is removed. The site shall be restored to character consistent with the development.

F. Temporary Trash Receptacle and Temporary Storage Units

- 1. Temporary trash receptacles and temporary storage units (e.g. PODS) are permitted on any lot or lots used in combination as follows:
 - a. A maximum of seven (7) consecutive days without a Temporary Use Permit.
 - b. A maximum of 30 calendar days per calendar year with a Temporary Use Permit.
 - c. If a valid building permit is active, temporary trash receptacles and temporary storage unit may be utilized on site until the Certificate of Occupancy is issued.
 - d. Temporary trash receptacles and storage units shall not be allowed in the public right-of-way, unless a permit is approved by the Department of Engineering.

G. Temporary Uses in Residential Districts

- 1. **Garage/Yard Sale.** Garage/yard sales are permitted for a total of eight (8) days per calendar year, per lot without a Temporary Use Permit.
- 2. **Event Tents.** Tents for a private party or event are permitted for a total of seven (7) days per calendar year, per lot without a Temporary Use Permit.

(Ord. 101121H, 11/15/2021; Ord. [121922E](#), 01/17/2023)

Effective on: 1/17/2023

CHAPTER 12. DEFINITIONS

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Article 12.1. General Provisions

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Sec. 12.1.3 Abbreviations in the UDO

Sec. 12.1.1. General Meaning of Words & Terms

- A. All words and terms used have their commonly accepted and ordinary meaning unless they are specifically defined in the UDO or the context in which they are used clearly indicates to the contrary.
- B. In the absence of court decisions or Board decisions specifically interpreting a provision in question, specific definitions listed in the UDO or previous interpretations of a provision by the Director, the meaning of provisions shall be based on the following general hierarchy of sources:
 1. For a legal term, definitions in a legal dictionary or if not a legal term, definitions in an ordinary dictionary;
 2. Statements of the purpose and intent of sections or background reports and studies adopted or referred to in the UDO, although such documents cannot overrule a specific code provision;
 3. Minutes of discussions of legislative or advisory bodies considering adoption of the provision in question;
 4. Definitions of similar terms contained in Federal and State statutes and regulations; and
 5. Ordinary rules of grammar.
- C. When vagueness or ambiguity is found to exist as to the meaning of any word or term used, any appropriate canon, maxim, principle or other technical rule of interpretations or construction used by the courts of this State may be employed to resolve vagueness and ambiguity in language.

Sec. 12.1.2. Graphics, Illustrations, Photographs & Flowcharts

- A. The graphics, illustrations, photographs and flowcharts used to explain visually certain provisions of the UDO are for illustrative purposes only. Where there is a conflict between a graphic, illustration, photograph or flowchart and the text of the UDO, the text of the UDO controls.
- B. Certain images in the UDO were created by a consultant and are the property of the City of Fishers as part of this UDO. Other images are the property of Raleigh, North Carolina and Palm Desert, California, and were used with their permission.

Sec. 12.1.3. Abbreviations in the UDO

- A. BFE: Base Flood Elevation
- B. DBH: Diameter at Breast Height
- C. DNR: Department of Natural Resources (Indiana)
- D. FAA: Federal Aviation Administration
- E. FC: Footcandle

- F. FEMA: Federal Emergency Management Agency
- G. FIA: Federal Insurance Administration
- H. FIRM: Flood Insurance Rate Map
- I. INDOT: Indiana Department of Transportation
- J. NAVD: North American Vertical Datum of 1988 (as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within a floodplain).
- K. NFIP: National Flood Insurance Program
- L. PUD: Planned Unit Development

Article 12.2. Defined Terms

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(Ord. [081919D](#), 08/19/2019; Ord. [111620B](#), 12/21/2020; Ord. [062121B](#), 07/19/2021; Ord. [041822E](#), 05/16/2022)

A

‘A’ Zone. Portions of the SFHA in which the principal source of flooding is runoff from rainfall, snowmelt, or a combination of both. In A zone, floodwaters may move slowly or rapidly, but waves are usually not a significant

threat to buildings. These areas are labeled as Zone A, Zone AE, Zones A1-A30, Zone AO, Zone AH, Zone AR and Zone A99 on a FIRM or FHBM. The definitions are presented below:

1. **Zone A.** Areas subject to inundation by the one-percent annual chance flood event. Because detailed hydraulic analyses have not been performed, no BFE or depths are shown. Mandatory flood insurance purchase requirements apply.
2. **Zone AE and A1-A30.** Areas subject to inundation by the one-percent annual chance flood event determined by detailed methods. BFEs are shown within these zones. Mandatory flood insurance purchase requirements apply. (Zone AE is on new and revised maps in place of Zones A1-A30.)
3. **Zone AO.** Areas subject to inundation by one-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
4. **Zone AH.** Areas subject to inundation by one-percent annual chance shallow flooding (usually areas of ponding) where average depths are between one (1) to three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
5. **Zone AR.** Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection. Mandatory flood insurance purchase requirements apply.
6. **Zone A99.** Areas subject to inundation by the one-percent annual chance flood event, but which will ultimately be protected upon completion of an under-construction federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No BFEs or depths are shown. Mandatory flood insurance purchase requirements apply.

Abandoned Sign. A sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product or activity, and/or for which no legal owner can be found.

Aboveground Utility Facility. Permanently located and installed electrical generators, pipeline pumping stations, public wells, water towers, telephone exchanges, utility substations, and the like.

Abutting. Bordering or contiguous.

Accessory Sign. A sign which is related to the primary use of the premises.

Accessory Structure or Use. Any structure or use subordinate in both purpose and size that is incidental to and customarily associated with any principal structure or principal use that is located on the same lot.

Addition to an Existing Structure. Any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.

Agricultural Processing. The use of land for activities involving a variety of operations on crops or livestock which may generate dust, noise, odors, pollutants, or visual impacts that could adversely affect adjacent properties. Example uses include, but are not limited to: slaughterhouses, mills, refineries, canneries, coffee roasting, food processing, granaries, grain processing, commercial hatcheries, poultry processing plants, fat rendering, manufacturing of commercial fertilizer, starch manufacturing, and milk processing plants or other treatment of agricultural products which changes the naturally grown product for consumer use.

Agricultural Use. The use of land for farming, including plowing, tilling, cropping, installation of best management practices, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber harvesting operations); the grazing or raising of Livestock (except in confined feed yards); dairy farming; aquaculture; sod production; horticulture; orchards; tree farms; and the cultivation of

products as part of a recognized commercial enterprise; and related buildings (e.g., barns, Stables, sheds, feeding bins). **Agritourism Use (or Agritainment Use):** An agriculturally-based operation or activity that brings visitors to an operational farm, and that may include, but is not limited to, uses and activities such as: pumpkin patches, Christmas tree sales, animal interaction exhibits (i.e. petting zoo, pony rides), apple or strawberry picking, seasonal or holiday activities (i.e. corn mazes, hay or wagon rides, straw piles, haunted houses), family-oriented activities (i.e. bounce houses, pedal cars, kiddie rides), creamery, vineyards, breweries, educational experiences or tours, limited retail sales of products not produced on-site (i.e. country store, activity ticket sales), related beverage or food sales (i.e. tasting facilities, lunch counters, dairy bar, refreshment or specialty food stands), and related ancillary uses and buildings.

Adult Bookstore. An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.

Adult Business. Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. See also [Sec. 5.4.2B. Adult Entertainment](#) for listed uses.

Adult Entertainment. An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

Aggregate Side Setback. The sum of the least two (2) side setbacks of a structure, one (1) on either side.

Agricultural Building. A structure utilized for the conduct of farming operations, not including a dwelling.

Airport. Any area of land or use devoted to the take-off, landing and storing and servicing of aircraft, and any appurtenant areas designated, set aside, used, or intended for use for related buildings and facilities located thereon.

Alley. A public right-of-way and thoroughfare, other than a street, road, crosswalk or easement, providing a secondary means of access to the abutting properties.

Alternative Transportation Plan. A plan which illustrates bicycle and pedestrian corridors throughout the jurisdiction of the Commission, as incorporated into the Thoroughfare Plan.

ANSI. American National Standards Institute.

Amenity Area. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development. The term includes community swimming pools, tennis courts, basketball courts, and the like.

Antenna. Any system of wires, poles, rods, reflecting discs, or devices used for the transmission or reception of electromagnetic or radio waves.

Appellant. A person filing any type of appeal.

Applicant. The owner, owners, or legal representative of lot who makes application to the City for action affecting the lot owned thereby.

Architectural Features. Exterior building elements intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, and balconies.

Architectural Projections. Projections from a building which are necessary for the shading of a building or features such as sills, cornices, and chimneys. Such projections may extend into required yards only as allowed by the provisions of this UDO.

Area of Shallow Flooding. A designated AO or AH Zone on the FIRM with base flood depths from one (1) to

three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Arterial Street. Any thoroughfare so designated on the Transportation Plan.

Attached Structure. A structure that is structurally connected to another structure by a foundation, wall, bridge, or roof line, or appears to be connected. Carports, garages, porch awnings and the like are considered attached structures and must abide by all regulations pertaining to primary structures.

Automobile Repair Garage. A building other than a private garage used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire, or sale.

Awning or Canopy Sign. A sign that is painted, stamped, perforated, stitched or otherwise applied on the surface of an awning. ~~The awning sign area shall be calculated the same as other signs except internally or backlit awning signs shall be calculated as the entire awning surface which is allowing light to pass through that portion of the awning or canopy.~~

Average Daily Traffic (ADT). The estimated daily average number of vehicular travelers on a street in a 24-hour period.

Average Setback. An average of a given (i.e. front, side, or rear) setback of structures on either side of the subject property. If the average setback encroaches into the right-of-way, permission is not required from the Board. If the subject property is a corner lot, the average of the front setback of structures adjacent to the subject property, along with the front setback of structures directly across the street from the subject property shall be used.

B

‘B’ Zone. See “Zone B, C, and X.”

Baby Farm Animal. Any farm animal which has not reached mature adulthood.

Banner. Any hanging sign possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind. This classification shall not include plastic or fabric signs which are permanently attached within a rigid frame which are intended to be used as a permanent sign. National flags, flags of political subdivisions, and symbolic flags of any institution or business shall not be considered banners for the UDO.

Bar, Nightclub, Tavern, Lounge. A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business’s total annual sales.

Base Flood Elevation (BFE). The elevation of the one-percent annual chance flood.

Base Zoning District. In the case of an overlay district, the standard zoning district in which the parcel or tract is located, and the standards of which apply when the overlay district regulations are silent on any given point.

Basement. ~~That portion of a building below the ground level having one-half or more of its interior vertical height clearance below the average grade level. A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounding by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

Battery(ies). A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System. An electronic system that monitors, controls, and optimizes performance of an individual or multiple battery modules, protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

1. **Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.**
 - a. **One-, Two-family residential dwellings.** Individual Energy Storage Systems (also known as a battery bank) shall have a maximum stored energy of 20 kWh. The aggregate energy capacity of the battery energy storage systems for one- and two-family residential dwellings, comprised of one or more individual BESS, shall not exceed the following for each location listed:
 - i. Forty (40) kWh within utility closets, basements, and storage or utility spaces.
 - ii. Eighty (80) kWh in attached or detached garages and detached accessory structures.
 - iii. Eighty (80) kWh where outdoor wall mounted.
 - iv. Eighty (80) kWh where outdoors ground mounted.
2. **Tier 2 Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.**

Bed and Breakfast. An operator-occupied historic residence or expanded historic residence that:

- A. Provides sleeping accommodations to the public for a fee;
- B. Has no more than 14 guest rooms;
- C. Provides breakfast to its guests as part of the fees; and,
- D. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
- E. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.

Berm. A landscape feature used for screening in which earth is piled up in irregular, round or oblong shapes. Particularly, berms do not have consistent crest elevations, but are irregular in form and overlapping such to emulate a more natural landscape feature. Berms in combination with other landscape material are used to block or partially block visibility from one side to the other.

Big-box Structure. A big-box structure is any retail building or tenant space of at least 70,000 square feet, which purpose is to provide space for a single user.

Bioretention Facilities (rain gardens). A stormwater management system that uses soil and plants to absorb stormwater runoff and to capture pollutants. These are small landscaped basins intended to provide water quality management by filtering stormwater runoff before release into a storm drain system. (Refer to City of Fishers Stormwater Technical Standards Manual).

Bioswale. A bioswale is a shallow depression created in the earth to accept and convey stormwater runoff. A bioswale uses natural means, including vegetation and soil, to treat stormwater by filtering out contaminants being conveyed in the water (Refer to City of Fishers Stormwater Technical Standards Manual).

Block. An area of land bounded by streets or by a combination of streets and public land, rights-of-way, common area, railroad rights-of-way, waterways, or any other barrier to the continuity of development.

Block Frontage. Property having frontage on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, waterway, or another barrier.

Bond. Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City.

Buffer Landscaping. Any trees, shrubs, walls, fences, berms, space, or related landscaping features required under the UDO for buffering lots from adjacent properties or public rights-of-way for increasing visual shielding or other aspects of privacy and/or aesthetics.

Buffer Yard. An area adjacent to front, side and rear property lines, measured perpendicularly from and parallel to adjacent property lines and/or right-of-way lines, intended to provide attractive spaces to reduce the impacts of proposed uses on adjacent property or natural features and to screen incompatible uses from each other and from the right-of-way. Buffers also help to maintain existing trees or natural vegetation, to block or reduce noise, glare or other emissions and to maintain privacy. Buffer yards are in addition to (separate from) front, rear, or side yard setbacks.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property of any kind, having an enclosed space and a permanent roof supported by columns or walls and permanently affixed to the land.

Building Area. The horizontal area of the buildings on a lot, measured from the outside exterior walls, excluding open areas or terraces, unenclosed porches or decks, and architectural features that project no more than two (2) feet.

Building Code. The Indiana Building Code which establishes and controls the standards for constructing all forms of permanent structures and related matters. Also referred to herein as the City Building Code.

Building Envelope. The setback lines that establish an area on a lot in which building can occur.

Building Frontage. The length of an outside building wall on a dedicated public or private street.

Building Height. The vertical distance measured from the lot average grade to the highest point of the roof, not including a maximum parapet wall encroachment. More standards on building height measurements in Section 6.1.4.C. ~~[The vertical distance measured from the lot ground level to the highest point of the roof for a flat roof, to the deck line of a mansard roof, and to the mean height between eaves and ridges for gable, hip and gambrel roofs.~~

Building Line/Building Setback Line. The line that establishes the minimum permitted distance on a lot between the front line of a building and the street right-of-way line, limits of public or private street or easement.

Building Permit. A document signed by the Director stating that the permitted improvements or proposed construction complies with all applicable provisions of *Title XV: Land Usage of the City of City Code of Ordinances*.

Building Separation. The least distance between the walls of two (2) structures, regardless of whether they are located on the same lot or parcel.

C

‘C’ Zone. See “Zone B, C, and X.”

Caliper. The American Association of Nurserymen Standard for trunk measurement of nursery stock. Caliper of the trunk shall be taken six inches above the ground for up to and including four-inch caliper sizes, and twelve inches above the ground for larger trees.

Candela. Unit of luminous intensity in the International System of Units (SI). Used to measure the amount of light emitted by lamps.

Canopy Tree. Deciduous trees that grow to at least 40 feet in height and that ~~has~~have a canopy that is round or oval. Conical or tubular shaped trees are not canopy trees.

Cell. The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and

deliver electrical energy.

Cemetery. Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. ~~Cemeteries shall comply with the following standards.~~

Certificate of Compliance. A certificate that is issued prior to the certificate of occupancy stating that the building, structure or use has been constructed and complies with the provisions of the UDO, developer commitments, and all conditions of the Commission or Board.

Certificate of Occupancy. A certificate issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure complies with the provisions of all applicable City Codes and Ordinances.

Change of Tenant. Any tenant that differs from the previous tenant of a building or land.
(Ord. [062121B](#), 07/19/2021)

Effective on: 7/19/2021

Clinic. An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.

(Ord. [011822](#), 02/21/2022)

Club House. A building used in association with an amenity, in which may be locker rooms, administration offices, golf cart storage and maintenance, restrooms, lounges, meeting space, snack bar, banquet facilities and retail sales of products related to the use of the amenity.

Coffee House. A restaurant primarily offering coffee, tea, and other beverages, and where light refreshments and limited menu items may also be sold at a counter or at a drive-up window for motor vehicles.

Collocation. A space on an existing or proposed telecommunication tower that can be used for the installation and/ or mounting of antennas or radio or cellular communication equipment that operates on a different frequency from the initial user.

~~**Commercial Kennel.** A place primarily for keeping more than four (4) adult dogs, or other small animals that are ordinarily bred for sale as pets, including temporary care facilities for animals for compensation.~~

Commercial Sign

Commercial Sign. A sign whose display area is sold or leased.
(Ord. [101121H](#), 11/15/2021)

Effective on: 11/15/2021

Community Center. A building available to the public for community activities, meetings, banquets, projects, gatherings, and the like.

Community Rating System (CRS). A program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management regulations to develop extra measures to provide protection from flooding.

Comprehensive Plan. The complete plan, or any of its parts, for the development of the City, prepared by the Commission and adopted in accordance with IC 36-7-4-500, as it now or may hereafter be in effect.

Concept Plan. A plan for a subdivision or development of land, brought by the petitioner to the pre-submittal meeting, that shows in general terms the proposed land use, density, circulation, natural characteristics, and typical development of the area to be developed, as well as adjacent affected properties, and traffic.

Condition of Approval. Stipulations or provisions attached to the approval of a project by the Board or Commission that must be met as a prerequisite for a Certificate of Occupancy.

~~**Conditional Use.** A use permitted within a district other than a permitted use requiring approval of the Board because of its nature.~~

Condominium. Real estate lawfully subject to IC 32-25, by the recording of condominium instruments, in which undivided interests in the common areas and facilities are vested in the condominium unit owners.

Confined Feeding Operation. A confined feeding operation as defined by IC 13-11- 2-40, as amended, and confined feeding as defined by IC 13-11-2-39, as amended.

Confinement Area. Any area, structure, kennel, stall, coop, pin, or other element in which farm animals are housed in, and including the immediate area which controls the movement of those animals.

Conflicting Use. For purposes of determining applicable buffer yard standards, uses that are considered 'conflicting' are detailed in the buffer yard standards of [Article 6.7. Landscaping Standards](#).

Effective on: 7/20/2018

Conservation Easement. Those places on a lot or development that are identified for protecting certain elements or the land and/or natural vegetation. ~~Plant life may be removed from a conservation easement if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Small vegetation, underbrush, invasive species and poison ivy may be removed at any time to aid the health of mature trees and to aid in the creation of usable spaces for trails, paths, picnic shelters, and the like. Evergreen trees eight (8) feet or less, in height, and deciduous trees with a caliper measurement of less than four (4) inches may also be removed to aid in the creation of the usable spaces for trails, paths, picnic shelters, and the like, but must be done in a manner cause as little removal and/or damage as possible. Any individual or entity seeking to remove such trees shall have the approval of the Department staff prior to the removal of said trees. The City may be permitted to do limited work in Conservation Easements only at the direction of the Council.~~

Construction Plan. The maps or drawings showing the specific location and design of improvements to be installed.

Continuous Berm. A landscape feature used for screening in which a continuous raised section of earth is used to block or partially block visibility from one side to the other. Continuous berms are linear with a top elevation (crest) relatively consistent from one end to the other.

Convenience Store. An establishment where food stuffs, patent medicines, periodicals, and other similar items of household convenience are kept for retail sale to the public.

~~**Cool Roof.** A roof designed to reflect more sunlight and absorb less heat than a standard roof, which is composed of a highly reflective type of paint, a sheet covering, or highly reflective tiles or shingles.~~

Copy. The wording of a sign in either permanent or removable letter form.

Corner Lot. A lot at the junction of and abutting two (2) or more intersecting streets.

Cornice. A molded ornamental projection which crowns or finishes the top of a building or wall to which it is affixed.

~~**Cottage Court.** A cluster of at least five single-unit and/or two-unit dwellings located within a common development that use shared access, parking, and common spaces. Cottage developments can include homes on individual lots, homes owned as condominiums, or leased homes. This use may include factory built single-unit and/or two-unit dwellings provided that each home meets either the Indiana Building Code or the federal~~

Manufactured Housing Construction and Safety Standards Law of 1974 (42 U.S.C. 5401 et seq.), and that each dwelling has any wheels removed, is mounted on a permanent foundation, and is connected to city water, sewer, and electric services. This definition shall not include a “Manufactured Home Park.”

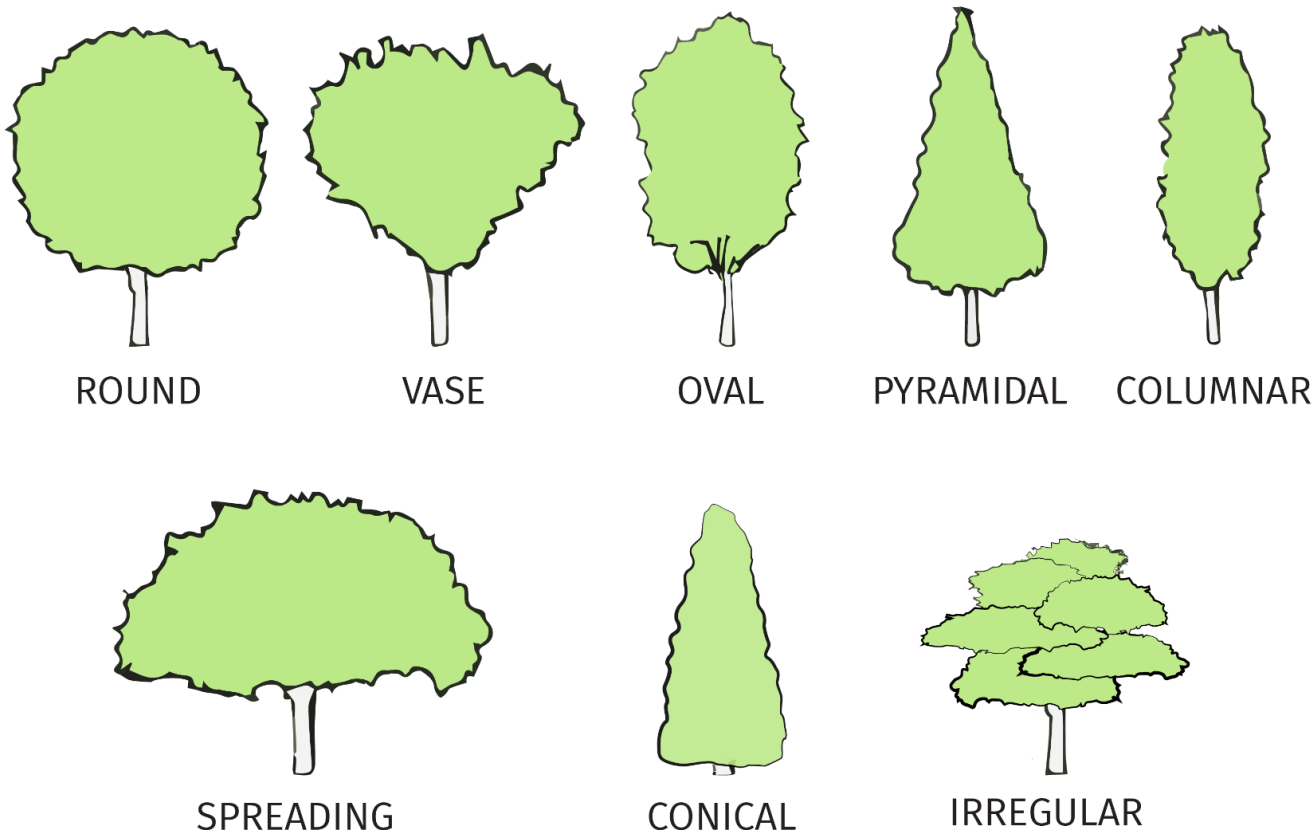
Covenants. Private and legal restrictions of various kinds on the usage of lots, typically within a subdivision and applied by the applicant of a subdivision. In the case of public health, safety and welfare, covenants may be applied by the Commission, that are recorded with the plat and deed. Covenants can also be placed on commercial and industrial developments. Unless specifically agreed to, covenants are not enforceable by the Commission or its designees. However, they are enforceable in civil court by interested or affected parties.

Critical Facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, installations that produce, use or store hazardous materials or hazardous waste.

Critical Habitats. Land with plant and animal species which are listed as threatened or endangered by the DNR publication Indiana’s Rare Plants and Animals.

Critical Root Zone. The area of undisturbed natural soil around a tree defined by a horizontal circle drawn at grade with the center being the center of the trunk of the tree and a radius equal to the distance from the trunk to the outermost portion of the drip line.

Crown Form (Shape). The configuration crown of a standing tree or shrub (circle, triangle, parabola, rectangle, or horizontal ellipse).



Cul-de-sac. A street having one end open to traffic and being permanently terminated by a vehicular turnaround

at the other end.

D

Decibel. A unit of measurement of the intensity of loudness of sound. Sound level meters are used to measure such intensities and are calibrated in decibels.

Dedication. The setting apart of land or interests in land for use by the municipality or public by ordinance, resolution, or entry in the official minutes as by the recording of a plat.

Default Zoning District. In the case of a Planned Unit Development, the standard zoning district the standards of which apply when the PUD District Ordinance regulations are silent on any given point.

Designed Fail Area. The area surrounding a tower in which the tower could fall should it fail as structurally designed. The designed fail area is quantified in terms of linear distance from the tower to the perimeter of the designed fail area. The designed fail area shall be certified by a structural engineer.

Detailed Development Plan. The initial Development Plan petition for a Planned Unit Development following approval by the Council of the Concept Plan and PUD District Ordinance petition. The Detailed Development Plan incorporates the Primary Plat petition in Planned Unit Developments that are being subdivided.

Detached Building. A building that has no structural connection with the primary building or any other building or structure.

Developer. The owner or legal representative of land proposed to be subdivided or residentially/commercially/industrially utilized.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a structure or any addition to a structure;
2. Installing a manufactured home on a site, preparing a site for a manufactured home or installing recreational vehicle on a site for more than 180 days;
3. Installing utilities, erection of walls and fences, construction of roads, or similar projects;
4. Construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;
5. Mining, dredging, filling, grading, excavation, or drilling operations;
6. Construction and/or reconstruction of bridges or culverts;
7. Storage of materials; or
8. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing structures and facilities such as painting, reroofing; resurfacing roads; or gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent structures.

Development Plan. A petition conforming to the requirements of [IC 36-7-4-1400](#), et seq. and [Sec. 10.2.10. Development Plan Review](#).

Development Standards Variance. A specific approval granted by the Board in the manner prescribed by the UDO, to deviate from the development standards (such as height, bulk, area) that the Ordinance otherwise prescribes.

Diameter at Breast Height (DBH). The diameter of a tree four and one-half (4'6") feet above the average ground level. If the tree's trunk splits or the tree is not over four and one-half (4'6") feet tall, the diameter measurement of the trunk taken 12 inches above the ground level or the root ball shall constitute DBH.

Directional Sign. A sign intending to direct the safe flow of vehicular and pedestrian traffic and includes "enter," "exit," and "arrow" signs.

Double-Faced Sign. A sign having two (2) display surfaces, not necessarily displaying the same copy, which

are usually parallel and back to back and not more than 24 inches apart. When the display surfaces of a double-faced sign are not parallel, the interior angle created by said surfaces shall not exceed 90° and the two (2) surfaces shall not be more than 24 inches apart at the apex of said angle.

Drive-Through. An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.

Drip Line. A vertical line running around or encompassing the outermost portions of the tree canopy extending to the ground.

Dwelling. A building or structure or portion thereof that is used exclusively for residential occupancy, including single-family dwelling units, two-family dwelling units, and multi-family dwelling units, but excluding hotels, motels, and boarding houses.

Dwelling Site. A site within a manufactured home park and/or mobile home park with required improvements and utilities that is leased for the long-term placement of a manufactured home and/or mobile home.

Dwelling Unit (d.u.). Any structure or portion thereof designed for or used for residential purposes as a self-sufficient or individual unit by one (1) family or other social association of persons and having permanently installed sleeping, cooking, and sanitary facilities.

E

Eating Establishment. A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.

~~Educational Institution.~~ ~~Public or parochial pre-primary, primary, grade, junior-high, high preparatory school or academy; junior college, college or university, if public or founded or conducted by or under the sponsorship of a religious or charitable organization.~~

Elevated Structure. A non-basement structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, filled stem wall foundations (also called chain walls), pilings, or columns (posts and piers).

Elevation Certificate. A certified statement that verifies a structure's elevation information.

Electric Vehicle (EV). EV means any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets, and that operates either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. Electric Vehicle includes: a battery electric vehicle; and a plug-in hybrid electric vehicle. Electric Vehicle does not include an electric bicycle.

Electric Vehicle Supply Equipment (EVSE). EVSE are the conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

Electric Vehicle Charging Facility. This term is intended to denote EV charging use as a primary use on a property. A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline. This use does not necessitate construction of a building to serve as a primary building on site.

Electric Vehicle Charging Station. This term is intended to denote EV charging use as an accessory use on a

property. A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:

- Level 1 is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.
- Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.
- Level 3 and higher or DCFC (Direct Current Fast Charging) is considered “fast” or “rapid” charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

EVCS Bay. An EVCS bay is an EVCS for vehicles that are larger than a typical parking space that can fit vehicles with trailers, vans, buses, or semi-trucks.

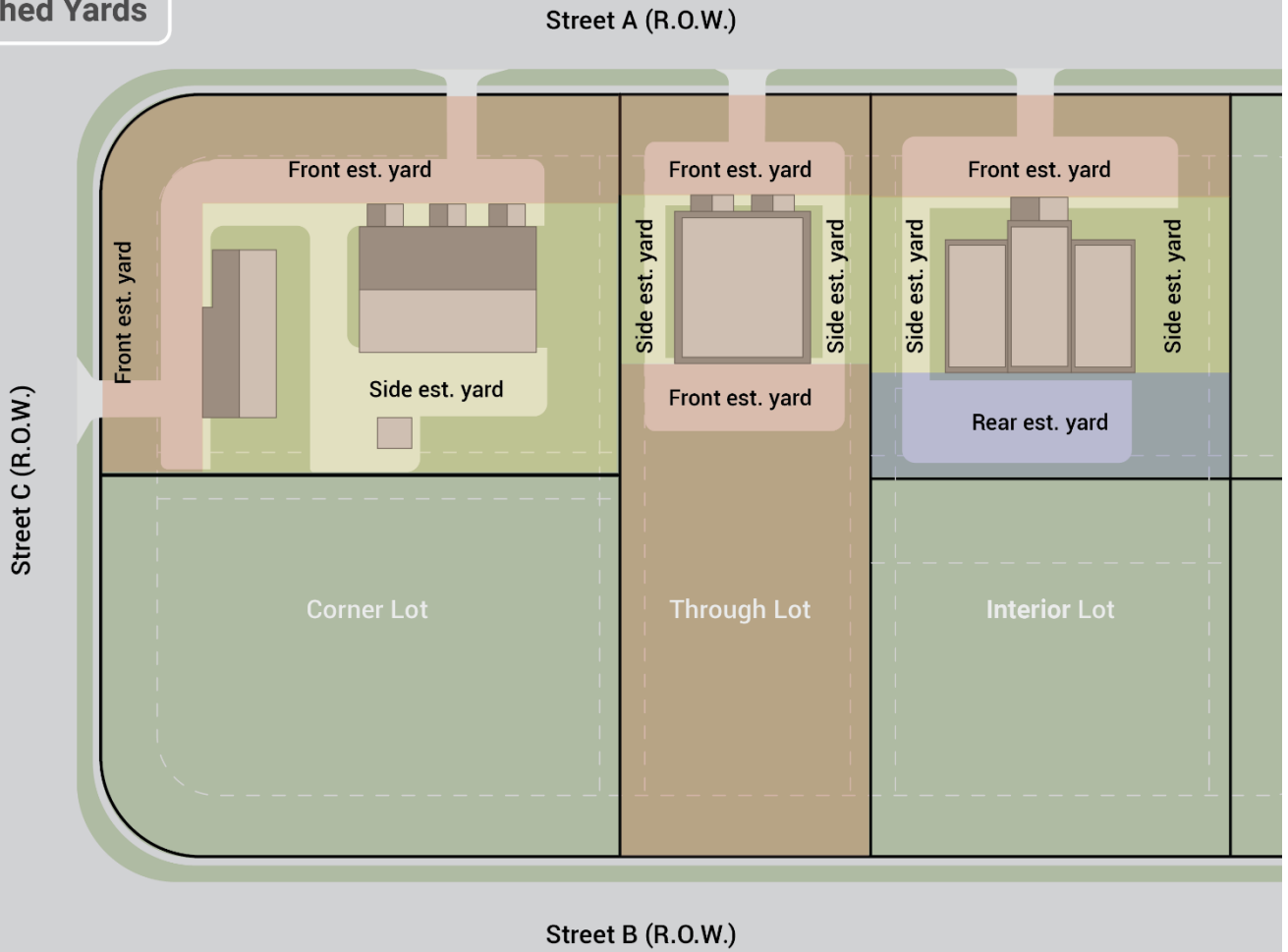
Emergency Program. The first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable structures in that community before the effective date of the initial FIRM.

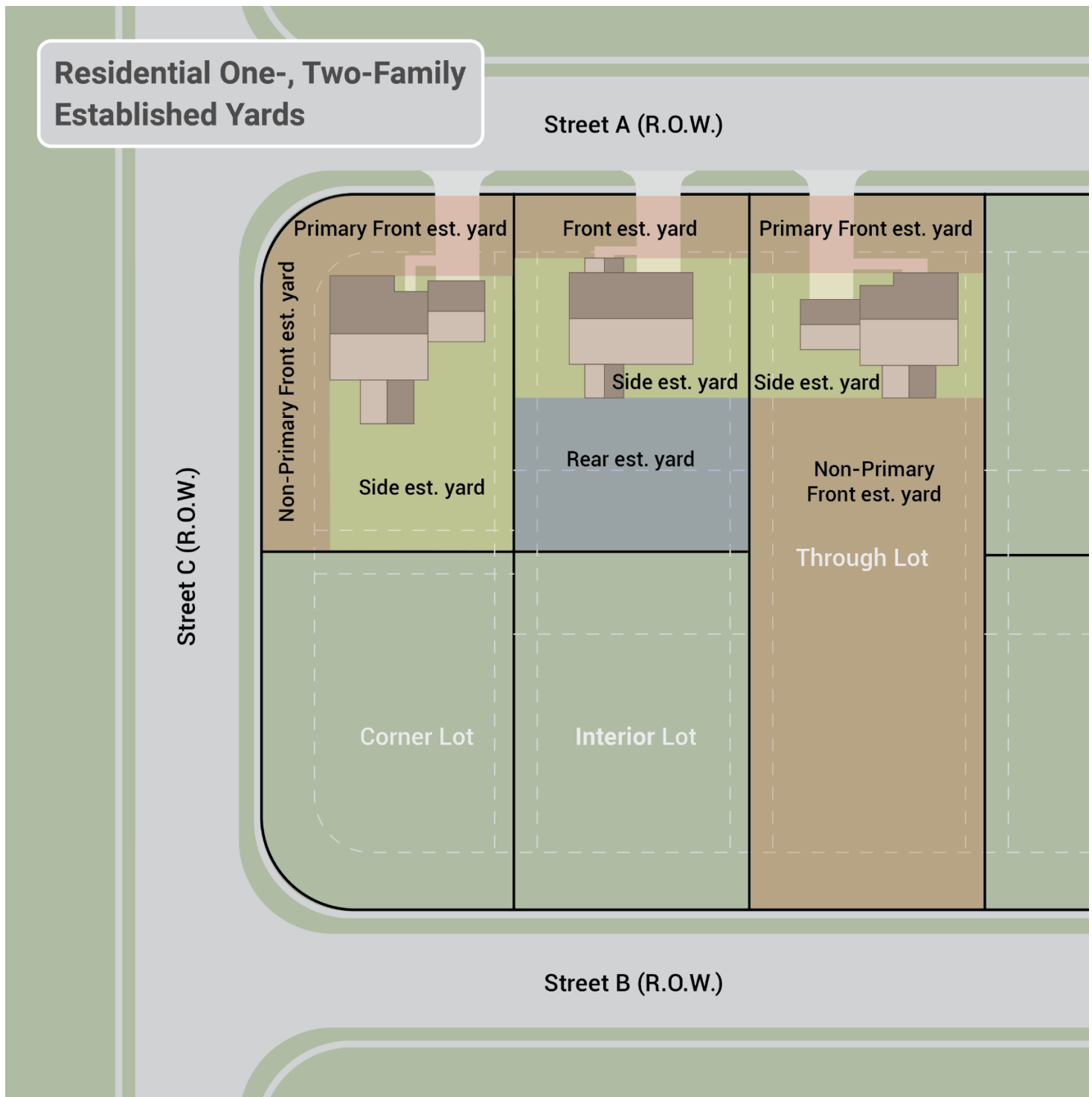
Established Setback. A dimension extending across the full width or depth of the lot between the primary structure and any lot line, the depth of which is the least distance between the given lot line and the primary structure.

Established Yard. See figures below for illustration.

- A. Front. A yard extending across the full width of the lot between the primary building and the front lot line, the depth of which is the least distance between the front lot line and the building.
 - 1. Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the primary front lot line.
 - 2. Non-Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the non-primary front lot line.
- B. Side. A yard extending the full depth of the lot between the side of the primary building and the side lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures~~, the width of which is the least distance between the side lot line and the side of such primary building.
- C. Rear. A yard extending across the full width of the lot between the rear of the primary building and the rear lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures~~, the depth of which is the least distance between the rear lot line and the rear of such primary building.

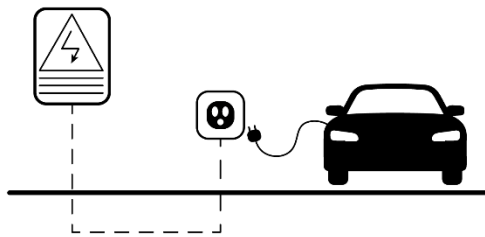
**Non-Residential
Established Yards**



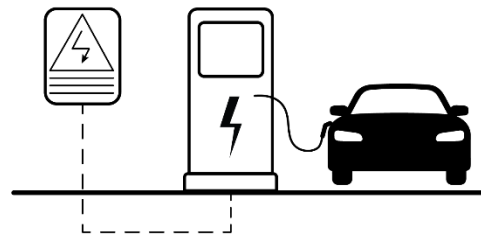


EV-Ready Space. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment (EVSE) terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted. The electrical panel directory and receptacle or junction box must both be permanently marked “For future electric vehicle supply equipment”.

EV-Installed Space. A designated parking space that is served by an electric vehicle charging station (EVCS), at a minimum of Level 2.



EV-READY



EV-INSTALLED

Existing Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the City's first floodplain ordinance.

Existing Significant Plant Material. Evergreens over six (6) feet in height, deciduous trees over two and one-half (2.5) inches DBH, and shrubs over four (4) feet in height.

Expanded Historic Residence. A single historic residence whose existing square footage has been enlarged by way of architectural addition, provided, however, that the architectural addition:

- A. May exceed the existing square footage of the Historic Residence only to a maximum of two (2) times the total enclosed floor space of the existing structure and only so long as the addition is subordinate to the existing structure;
- B. Cannot change the residential appearance of the Historic Residence or the lot;
- C. Shall be designed and constructed in the established style of the existing Historic Residence; and,
- D. The architectural design and historic construction materials shall maintain the style and integrity of the existing Historic Residence.

The Director shall make an initial determination, in writing, that the proposed architectural additions are architecturally consistent with the Historic Residence.

Expansion to an Existing Manufactured Home Park or Subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Extended Stay Hotel/Motel/Inn. A building in which temporary lodging and/or boarding is provided to the public for compensation. The provider typically provides telephone service, laundry facilities, upkeep of furniture, and other services. Compensation is based upon stays of more than one day and reduced rates are typically featured for weekly/ monthly stays.

F

Façade. The face of an elevation of a building.

Family. An individual, or two (2) or more persons related by blood, marriage, or adoption, or a group of not more than two (2) persons, not related by blood, marriage, or adoption, living together as a single housekeeping unit in a dwelling unit.

Farm. A tract of land comprising an area which is devoted to agricultural operations, such as forestry, the growing

of crops, pasturage, the production of livestock or poultry, the growing of trees, shrubs or plants, and other recognized agricultural pursuits and including accessory buildings essential to the operation of the farm.

Farm Animal Unit (FAU). A farm animal unit is a value factor assigned to balance the difference in physical size, health needs, nuisance issues and other differences of various farm animals.

Fast Food/Quick Service. Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed (see also [Sec. 5.4.8.D. Fast Food/Quick Service](#)).

Faux Window. A faux window is a portion of the façade enclosed with a decorative trim such as stone or brick, and covered in a distinct material (typically darker) which varies from the surrounding field material.

Fence. A freestanding device made of metal, masonry, composition or wood or any combination thereof, resting on, or partially buried in the ground and rising above ground level, and used for confinement, screening protection or partition purposes.

Filling Station, Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail. Uses permissible at a service station do not include major mechanical and body work, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in service stations. The term shall not be construed to include a truck stop.

Final Development Plan. The secondary Development Plan petition for a Planned Unit Development following approval by the Commission of the Detailed Development Plan petition. The Final Development Plan incorporates the Secondary Plat petition in Planned Unit Developments that are being subdivided.

Finished Floor Area. That portion of floor area constructed, completed, and usable for living purposes with normal living facilities which includes sleeping, dining, cooking, working, entertainment, common space linking rooms, areas for personal hygiene, or combination thereof. Floor area or portion thereof used only for storage purposes and not equipped for the facilities mentioned above shall not be considered finished floor area.

Five Hundred-year Flood. The flood that has a 0.2% chance of being equaled or exceeded in any year.

Flag

Flag. Any fabric or similar light-weight material, typically oblong or square in shape, and used as the symbol or emblem of a country or institution or as a decoration during public festivities, that is attached at one edge of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes.

(Ord. [101121H](#), 11/15/2021)

Effective on: 11/15/2021

Flashing Sign. Any illuminated sign which exhibits changing light or color effects.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM). An official map on which the FEMA or FIA has delineated the areas of flood hazards and regulatory floodway.

Flood Hazard Area. The floodplain areas that have not been adequately protected from flooding by means of dikes, levees, reservoirs and other works approved by the Indiana Natural Resources Commission, as identified on the appropriate maps.

Flood Hazard Boundary Map (FHBM). An official map of a community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as Zone A.

Flood Insurance Rate Map (FIRM). An official map of a community, on which FEMA has delineated both the

areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official hydraulic and hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM, FBFM (where applicable), and the water surface elevation of the base flood.

Flood Protection Grade. The elevation of the regulatory flood plus two (2) feet at any given location in the Special Flood Hazard Area (SFHA). See also "Freeboard."

Flood Prone Area. Any land area acknowledged by a community as being susceptible to inundation by water from any source. (See "Flood")

Flood Water. The water of any lake or watercourse which is above the banks and/or outside the channel and banks of such lake or watercourse.

Floodplain. The channel proper and the areas adjoining any wetland, lake or watercourse that have been or hereafter may be covered by the regulatory flood. The floodplain includes both the floodway and the fringe districts (see also [CHAPTER 9. FLOODPLAIN STANDARDS](#)).

Floodplain Administrator. (See [Sec. 2.2.6 Floodplain Administrator](#)).

Floodplain Development Permit. A permit signed and issued by the Floodplain Administrator stating that the proposed improvements for a site have been reviewed and found to follow the applicable provisions of [CHAPTER 9. FLOODPLAIN STANDARDS](#).

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Management Regulations. [CHAPTER 9. FLOODPLAIN STANDARDS](#) and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power that control development in flood-prone areas. This term describes federal, State, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodplain Standards Variance. A grant of relief from the requirements of [CHAPTER 9. FLOODPLAIN STANDARDS](#), which permits construction in a manner otherwise prohibited by [CHAPTER 9. FLOODPLAIN STANDARDS](#) where specific enforcement would result in unnecessary hardship.

Floodplain Standards Violation. The failure of a structure or other development to be fully compliant with [CHAPTER 9. FLOODPLAIN STANDARDS](#). A structure or other development without the elevation, other certification, or other evidence of compliance required in [CHAPTER 9. FLOODPLAIN STANDARDS](#) are presumed to be in violation until that documentation is provided.

Floodproofing (dry floodproofing). A method of protecting a structure that ensures that the structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls can resist hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

Floodproofing Certificate. A form used to certify compliance for nonresidential structures as an alternative to elevating structures to or above the FPG. This certification must be by a Registered Professional Engineer or Architect.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flood flow of the regulatory flood of any river or stream.

Floor Area. The sum of all horizontal surface areas of all floors of all roofed portions of a building enclosed by and within the surrounding exterior walls or roofs, or to the center line of any party wall separating such buildings

or portions thereof. Floor area of a building shall exclude exterior open balconies and open porches.

Floor Area Ratio (FAR). Floor Area Ratio includes the total covered area of all floors of a building(s) measured in square feet divided by the size of the site, measured in square feet.

Forestry Operation. Forestry Operation includes facilities, activities, or equipment used to plant, raise, manage, harvest, and remove trees on private land. The term includes site preparation, fertilization, pest control, and wildlife management.

Foundation. The supporting member of a wall or structure.

Free Burning. A rate of combustion described by a material which burns actively and easily supports combustion.

Freeboard. A factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Fringe. Those portions of the floodplain lying outside the floodway.

Front Line of Building. The foundation line that is nearest the front lot line.

Frontage Road. An access road which parallels a street of higher classification, providing access from abutting property and separated from the street by a common dividing strip.

Fuel/Energy Station. Structure or lot where fuel and other vehicular propulsion needs are provided to customers but are not performed by an employee (other than to pump gas).

Fuel/Service Station. Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs. Vehicles shall not be stored overnight.

Full-cutoff Fixture or Luminaire. A luminaire that (see also [Article 6.5. Exterior Lighting Standards](#)):

- A. Projects at least 90% of the total lamp lumens below 80° from vertical;
- B. Does not allow more than 10% of the total lamp lumens above 80° from vertical; and
- C. Does not allow more than 2.5% of the total lamp lumens above 90° from vertical.

Functional Green Roof. A green roof for which the depth of soil and planted material is at least 2 inches, which is accessible and usable for human activity.

Effective on: 7/20/2018

G

Gable. A triangular wall segment at the end of a pitched roof.

Garage. An attached or detached structure whose primary use is to house motor vehicles or personal property for the accommodation of related dwelling units or related business establishments.

General Services Office. Employment services, temporary employment agency, insurance office, law office, membership associations, secretarial service, publishing corporate offices, reading clinic, real estate office, service organization, title company, trade office, and travel agency, and the like.

Glare. A light ray emanating directly from a lamp, reflector or lens such that it falls directly on the eye of the observer.

Golf Course. An area of terrain on which the game of golf is played. A golf course includes greens, fairways, natural areas. A golf course may also include a driving range when integrated with the golf course operations and hours.

Grace Period. Extension of time granted for correction, termination or cessation of a violation of this UDO.

Greenhouse. A building, room, or area, usually chiefly of glass, in which the temperature is maintained within a

desired range, used for cultivating tender plants or growing plants out of season.

~~**Green Space.** Areas designated for public gathering or recreation (passive or active), held in private or public ownership.~~

~~**Green Roof.** The area atop a roof surface on a building, open to the sky and air, planted over waterproof membrane, which is surfaced with soil and living plant materials for the purpose of retaining rainwater and absorbing heat from sunlight and which may be accessible by means of a roof entrance if required to maintain plant material.~~

Ground or Monument Sign. A sign which is supported by one (1) or more uprights or braces in the ground.

Gross Site Area. Gross refers to the gross area before any land is set aside for public improvements including but not limited to streets and utilities.

Guest Room. A sleeping room intended to accommodate not more than four guests each night, and which contains no cooking facilities in the room. For purposes of this definition, a guest room may be a suite of rooms, including a sitting room, one or more bedrooms and bath facilities, accessible to the exterior by not more than one doorway.

H

Half Story. That portion of a building under a sloping, gable, hip, or gambrel roof, the wall plates on at least two (2) opposite exterior walls of which are not more than three (3) feet above the floor level of such half-story.

Hardship. (as related to [Sec. 10.2.24. Variance](#)) The exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. These problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

High Pressure Laminate (HPL). Material exterior grade high pressure laminate is made of layers of kraft paper impregnated with phenolic resin and bonded by heat and pressure. The core and exterior surface is all one piece.

Highest Adjacent Grade. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Residence. A structure designed for a single-family residence, which has historic, architectural or engineering significance. Provided, however, that structures less than 50 years old shall not be considered an historic residence, and are not allowed as either a bed and breakfast residence or a bed and breakfast inn.

Historic Structure. Any structure individually listed on the National Register of Historic Places or the Indiana State Survey of Historic Architectural, Archaeological and Cultural Sites, Structures, Districts, and Objects. Structure, Historic (as related to [CHAPTER 9. FLOODPLAIN STANDARDS](#)): Any structure individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

Holiday Decorations. Posters which represent a holiday but do not advertise a company or product.

Home Occupation. An occupation that provides a service or product that is conducted wholly within a residential dwelling in a Residential Zoning District. Examples of permitted home businesses are provided in [Sec. 5.7.2.B. Home Occupation](#).

Horizontal Articulation. Articulation left and right across the span of a wall façade. Examples include ledges, reveals awnings, column caps, arches, or other projecting or recessed architectural feature.

~~**Hospital.** An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, and other abnormal physical or mental conditions and including,~~

~~as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.~~

Hospital. An institution licensed by the State Department of Health and providing health services primarily for in-patient medical or surgical care to persons suffering from illness, disease, injury, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.

Hotel. A building in which temporary lodging or board and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public. Compensation is assessed on a day-to-day basis.

Illegal Sign. A sign which does not meet the requirements of this UDO and which has not received legal nonconforming status.

Illuminance. The total amount of visible light illuminating (incident upon) a point on a surface from all directions above the surface (i.e. how brightly a surface is illuminated). Illuminance is measured in lux.

Illuminated Sign. A sign with an artificial light source incorporated internally or externally for illuminating the sign.

Impervious Area.

Impervious Area. Impervious Area is the sum of all driveways, pathways, structures, hardscape, and any other impervious surface that would prohibit the absorption of stormwater, divided by the Lot Area.

(Ord. [121922E](#), 01/17/2023)

Effective on: 1/17/2023

Impervious Surface

Impervious Surface. Any material that prevents absorption of storm water into the ground such as concrete or asphalt. This does not include gravel, rock, or stone.

Effective on: 7/20/2018

Improvement. Any permanent structure that becomes part of, placed upon, or is affixed to real estate, or any alteration to the land

Improvement Location Permit (ILP). A permit issued by the Department stating that the proposed improvements comply with the applicable provisions of the UDO.

Improvement, Substantial. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "repetitive loss" or "substantial damage" regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of State or local health, sanitary, or safety code requirements or any alteration of a "historic structure," provided that the alteration shall not preclude the structures continued designation as a "historic structure."

Incidental. A minor occurrence or condition which is customarily associated with a permitted use and is likely to ensue from normal operations.

Increased Cost of Compliance (ICC). The cost to repair a substantially damaged structure that exceeds the

minimal repair cost and that is required to bring a substantially damaged structure into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, relocation, demolition, or any combination thereof. All renewal and new business flood insurance policies with effective dates on or after June 1, 1997, will include ICC coverage.

Indirectly Illuminated Sign. A sign illuminated with a light directed primarily toward such sign, including back lighted signs, and so shielded that no direct rays from the light are visible.

Industrial Uses. Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site (see also [Article 5.5. Industrial Uses](#)).

Infill Lot. A lot bordered on at least two (2) sides by established development.

Inoperable Vehicle. A motor vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

- A. Not having valid vehicle license plate or registration.
- B. Any vehicle, whether on public or private property and in view of the public from which, for a period of at least (14 days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power;
- C. Any vehicle that is damaged or dismantled to such extent as to render it illegal for operation on any public street or highway, including but not limited to any of the following: broken head or taillights, broken or missing mirrors, cracked or missing window or windshield, deflated tires, missing seats or steering wheel, or other general conditions that would render a vehicle incapable of being driven on a public highway.

By way of illustration only, the term "Inoperable Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Institutional Uses. Schools, churches, government offices, parks, and the like (see also [Article 5.3. Public & Institutional Uses](#)).

Internal Setback. The distance between a structure and either:

1. An access or ingress/egress easement line; or
2. The edge of pavement of the sidewalk running alongside an access drive or private street; or
3. The back of curb of an access drive or private street; or
4. The edge of pavement of an access drive or private street;
5. whichever is closest to the structure.

Internally Illuminated Sign. A light source which is enclosed within the sign and viewed through a translucent panel. This type of illumination is often referred to as direct.

Interior Lot. A lot other than a corner lot or a through lot.

Intersection. An area within a 100' radius of the intersecting centerlines of two (2) cross streets.

ITE. Institute of Transportation Engineers.

J

Junk. An automobile, truck, other motor vehicle, watercraft, large appliances, furniture or like materials which have been damaged to such an extent that they cannot be operated under their own power or used and/or will require major repairs before being made usable. This also includes such a vehicle which does not comply with

State, County, or City vehicle licensing or other laws or ordinances.

Junk Vehicle. A vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

- A. Is dismantled or extensively damaged, including any of the following: a broken window or windshield, or a missing wheel, tire, motor, or transmission;
- B. Is apparently inoperable; or
- C. Has an approximate fair market value equal only to the approximate value of the scrap in it.

By way of illustration only, the term "Junk Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart, camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Junk Yard. A place, usually outdoors, where waste or discarded used property, including but not limited to automobiles, farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale. This does not include industrial scrap metal or accumulation of organic matter.

Juvenile Detention Facility. A facility that holds children or minors (typically under 18 years of age) for punishment and/or counseling because of sentencing by a court of jurisdiction for criminal or antisocial behavior.

K

Kennel. A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes. ~~**Kennel.** Any lot on which dogs or small animals at least six (6) months of age are kept for commercial purposes (see also Sec. 5.4.7 Personal Service).~~

L

Large Farm Animals. Large farm animals are large domestic farm animals such as, but not limited to: cows, buffalo, llamas, goats, sheep, and pigs.

Large Grazing Type Farm Animals. Large domestic farm animals such as, but not limited to, cows, buffalo, llamas, goats, and sheep, which are typically allowed to roam within a large grazing area. Pigs shall not be interpreted as a large grazing type farm animal.

Landscape Area. Those places on a lot or abutting right-of-way that are identified for application of landscaping regulations. Landscape areas include: street tree planting areas, parking lot planting areas, foundation planting areas, buffer yard areas, retention pond planting areas, and perimeter planting areas (see also [Article 6.7. Landscaping Standards](#)).

Landscape Island. A landscape area defined by a curb or edge of pavement and surrounded on all sides by pavement and includes terminal islands, median islands, interior and perimeter islands.

Effective on: 7/20/2018

Landscape Material. Trees, shrubs, plants, decorative fences, retaining walls, walls, earthen mounds, irrigation systems, flower beds, decorative rocks, edging, mulch, stakes and the like. Xeriscaping landscaping materials are encouraged to function as LID Stormwater BMPs. Artificial trees, shrubs, ground cover, and flowers are not considered landscape material.

Landscape Structure. Decorative fences, walls, retaining walls, edging, decorative rocks and the like.

Landscaping. The improvements of a lot with grass, shrubs, trees, and other vegetation and/or ornamental objects. Landscaping may include pedestrian walks, flower beds, berms, depressions for LID stormwater landscaped areas, fountains and other similar natural and man-made objects designed and arranged to produce

an aesthetically pleasing effect.

Large Integrated Center. An integrated center is any multi-tenant building primarily featuring commercial retail and service uses equal to or greater than 30,000 square feet.

Lease. To rent, to permit the possession or use of right of possession, or use for consideration of a lot, parcel, tract, land or group of lots, parcels, tracts, or lands.

Legal Nonconforming Building or Structure. Any continuously occupied, lawfully established structure or building prior to the effective date of the UDO, or its subsequent amendments, that no longer meets the development standards.

Legal Nonconforming Lot of Record. Any legally established and recorded lot prior to the effective date of this UDO, or its subsequent amendments, that no longer meet the lot-specific development standards.

Legal Nonconforming Sign. Any sign lawfully existing on the effective date of this UDO, or amendment thereto, that does not conform to all the standards and regulations of the UDO and has been registered within the allotted time as described in [Sec. 2.3.5. Nonconforming Signs](#) of the UDO.

Legal Nonconforming Use. Any continuous, lawful use of structures, land, or structures and land in combination established prior to the effective date of the UDO or its subsequent amendments that is no longer a permitted use in the district where it is located.

Letter of Map Amendment (LOMA). An amendment to the currently effective FEMA map that establishes that a property is not located in a SFHA. A LOMA is only issued by FEMA.

Letter of Map Revision (LOMR). An official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F). An official revision by letter to an effective NFIP map. A LOMR-F provides FEMA's determination concerning whether a structure or parcel has been elevated on fill above the BFE and excluded from the SFHA.

Light Manufacturing. A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses are provided in [Sec. 5.5.2 Light Manufacturing](#).

Light Source. Source from which light emanates either directly from the bulb, or indirectly from a reflective enclosure, lens, or diffuser.

Limited Agriculture Related Sales. On-site sales of commodities, which are produced, grown, or raised on the subject property.

Loading Spaces, Loading, and Unloading Berths. The off-street area required for the receipt or distribution by vehicles of material or merchandise.

Local Street. A street designed primarily to provide access to abutting properties and discourage through traffic, as depicted by the Thoroughfare Plan within the Comprehensive Plan.

Lot. A Lot of Record or a tax parcel described by metes and bounds or separately in a survey which is recorded in the Office of the Recorder of Hamilton County, Indiana.

Lot Area. The net area of land bounded on all sides by front, rear, and side lot lines. Neither public nor private right-of-way is included in the lot area. Floodway, Floodway Fringe areas, and Easements are included in the calculation.

Effective on: 7/20/2018

Lot Coverage. ~~The area of a lot occupied by the primary building and any accessory structures.~~ [See definition for "Impervious Area".](#)

Effective on: 12/21/2020

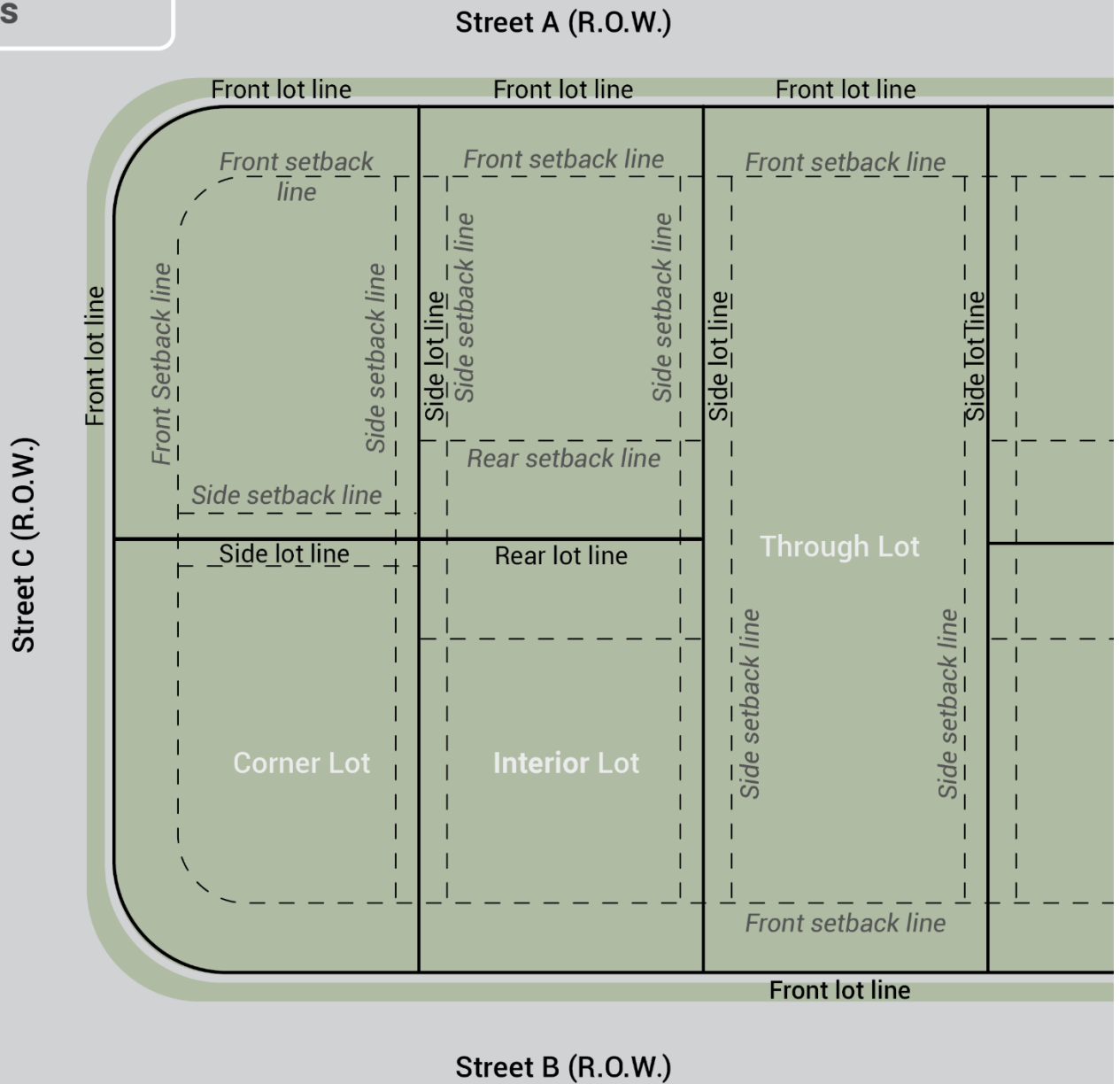
Lot Depth. The horizontal distance between the front and rear lot lines.

Lot Frontage. The length of the front lot line bordering upon a public or private right-of-way or easement. The lot frontage is determined by measuring the total distance in which the front lot line touches a public or private right-of-way or easement.

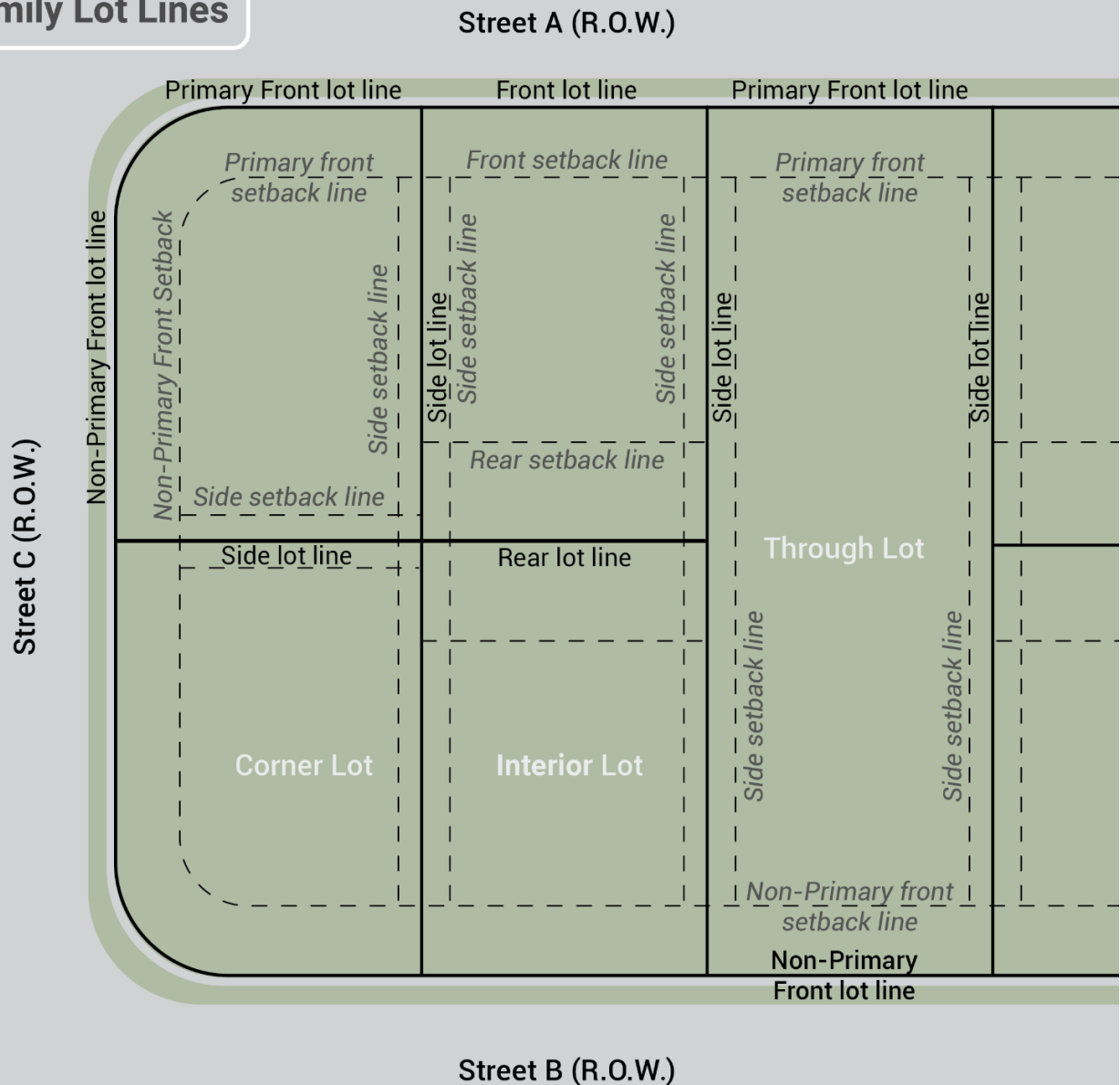
Lot Lines. See figures below for illustration.

- A. Lot Line, Front.** On an interior lot, the lot line that separates the lot from the street. On corner and through lots, all lot lines that abut a street are front lot lines.
 - 1. **Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is the front lot line that a) abuts the highest street classification in the Thoroughfare Plan, or b) closest to the established orientation of home; or c) abuts the street on which the lot's address is platted.
 - 2. **Non-Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is a front lot line that is not the primary front lot line.
- B. Lot Line, Side.** Any other lot line that isn't front or rear lot line. On a corner and through lots, there are at least two front lot lines and other lot lines are side lot lines.
- C. Lot Line, Rear.** The lot line opposite of the front lot line. In the case of a triangularly shaped lot, or otherwise irregular shaped lot, a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Non-Residential Lot Lines



Residential One-, Two-Family Lot Lines



Lot of Record. A lot which is a part of a subdivision legally recorded in the Office of the Hamilton County Recorder, or a parcel or lot described by metes and bounds, a description of which has been so recorded.

Lot Width. The dimension of a lot measured between side lot lines on the building line.

Low Impact Development. LID is a land planning and engineering design approach with a goal of replicating the pre-development hydrologic regime of urban and developing watersheds. The primary goal of LID is to mimic a site's predevelopment hydrology by reducing the impervious surface, infiltrating, filtering, storing, evaporating, and detaining runoff close to its source.

Lowest Adjacent Grade. The lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest Floor. The lowest of the following:

- A. The top of the lowest floor of the structure;
- B. The top of the basement floor;
- C. The top of the garage floor, if the garage is the lowest level of the structure;
- D. The top of the first floor of a structure elevated on pilings or pillars;
- E. The top of the first floor of a structure constructed with a crawl space, provided that the lowest point of the interior grade is at or above the BFE and construction meets requirements of (F)(1); or
- F. The top of the floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of floodwaters unless:
 - 1. The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of floodwaters, by providing a minimum of two (2) openings (in addition to doorways and windows) in a minimum of two exterior walls having a total net area of one (1) square inch for every square foot of enclosed area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher; and
 - 2. Such enclosed space shall be usable solely for the parking of vehicles and building access.

Lumen. Unit of luminous flux in the International System of Units (SI) equal to one (1) candela per steradian. Used to measure the amount of light emitted by lamps.

Lux (Luces plural). Unit of illuminance in the International System of Units (SI) equal to one (1) lumen per square meter.

M

Main Floor Area. That portion of Finished Floor Area located on the first (or nearest ground level) floor of the dwelling unit. The Main Floor Area of a primary structure does not include a garage, carport, deck, unfinished storage, patio, or open porch.

Major Collector. A street planned to facilitate the collection and movement of vehicular traffic between minor collectors and thoroughfares, usually located on the perimeter or boundaries of neighborhoods. These streets are to be generally located on a ½ mile grid pattern.

Major Thoroughfare. Any thoroughfare so designated on the Transportation Plan.

Maneuvering Space. An open space in a parking area that is:

- A. Immediately adjacent to a parking space;
- B. Used for and/or is necessary for turning, backing or driving forward a motor vehicle into such parking space; but
- C. Not used for the parking of or storage of motor vehicles.

Manufactured Home. A single-family dwelling unit designed and built in a factory, installed as a permanent residence, which bears a seal certifying that it was built in compliance with the federal Manufactured Housing Construction and Safety Standards Law (1974 U.S.C. 5401 et seq.), and which also complies with the following specifications:

- A. Was constructed after January 1, 1981, and exceeds 950 square feet of occupiable space per IC 36-7- 4-1106(d).
- B. Is attached to a permanent foundation of masonry construction and has a permanent concrete or concrete

block perimeter enclosure constructed in accordance with the One and Two-Family Dwelling Code,

- C. Has wheels, axles, and towing chassis removed,
- D. Has a pitched roof with a minimum rise of 2:12, and
- E. Consists of two (2) or more sections which, when joined, have a minimum dimension of 23 feet in width for at least 60% of its length.

Manufactured Home Park. A parcel of land with required improvements and utilities containing two (2) or more dwelling sites that are leased for the long-term placement of Mobile Home Dwellings and/or Manufactured Home Dwellings. A Manufactured Home Park does not involve the sales of Mobile Home Dwellings or Manufactured Home Dwellings in which unoccupied units are parked for inspection or sale.

Manufactured Home Park or Subdivision (as related to [CHAPTER 9. FLOODPLAIN STANDARDS](#)). A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured Housing Construction and Safety Standards Code. Title IV of the 1974 Housing and Community Development Act ([42 U.S.C. 5401](#), as amended, previously known as the federal Mobile Home Construction and Safety Act), rules and regulations adopted thereunder, which include HUD-approved information supplied by the home manufacturer, and regulations and interpretations of said code by the Administrative Building Council of Indiana.

Mansard Sign. A mansard sign shall mean any sign attached to or erected against a mansard of a building, with the face horizontally parallel to the building wall. Since said sign is to be mounted parallel to and within the limitations of the building wall on which same is to be mounted, the same is deemed to be a wall sign and not a roof sign.

Map Amendment. See LOMA, LOMR, and LOMR-F.

Map Panel Number. The four-digit number followed by a letter suffix assigned by FEMA on a flood map. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised. (The letter "A" is not used by FEMA, the letter "B" is the first revision.)

Marker (survey). A stake, pipe, rod, nail, or any other object which is not intended to be a permanent point for record purposes.

Marquee. A fixed or temporary canopy or structure projecting from and attached to a building.

Masonry. Brick, fiber cement siding, stone, cultured stone, or stucco materials.

Massage Parlor. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations; electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with sexual conduct, or where any person providing such treatment, manipulation or service related thereto exposes specified anatomical areas.

Mean Floor Area. An average of the floor areas of like structures adjacent to the subject property.

Medical Office. Dental office, medical office, optical office, and the like.

Mining Mineral Extraction. The extraction of, or mining of, sand, gravel, rock and other earth materials, and/or minerals, and the processing, storage, stockpiling, distribution and sale thereof.

Minor Collector. A street planned to facilitate the collection of traffic from local streets, and to provide circulation within neighborhood areas and convenient ways for traffic to reach major collectors or thoroughfares.

Mitigation. Sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the cost of disaster response and recovery.

Mixed-use Development. A mixed-use development is any development or project which features more than one primary land use type. Examples of mixed-use developments would be office and retail, office and residential, single-family and multi-family, etc.

Mobile Home Dwelling. A transportable dwelling unit which is a minimum of eight (8) feet in width and which is built on a permanent foundation or tied down with perimeter skirting when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained therein, and which was manufactured either:

1. Prior to June 15, 1976 and bears a seal attached under Indiana Public Law 135, 1971, certifying that it was built in compliance with the standards established by the Indiana Administrative Building Council; or
2. Subsequent to or on June 15, 1976 and bears a seal, certifying that it was built in compliance with the Federal Mobile Home Construction and Safety Standards.

Model Home. A residence constructed for the initial purpose of showing the home to potential buyers.

Model Studio. Any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity.

Monument (survey). A permanent physical structure which marks the location of a corner or other survey point.

Motel. An establishment consisting of a group of attached or detached living or sleeping accommodations with bathroom and closet space, located on a single zoning lot, and designed for use by transient automobile travelers. A motel furnishes customary services such as maid service and laundering of linen, telephone, secretarial, or desk service, and the use and upkeep of furniture. Compensation is assessed on a day-to-day basis.

Motor Vehicle. Any passenger vehicle, truck, tractor, tractor-trailer, truck-trailer, trailer, boat, recreational vehicle, semitrailer, or any other vehicle propelled or drawn by mechanical power.

N

Nameplate. A nonelectric, on-premises identification sign giving only the name, address and/or occupation of an occupant or group of occupants.

National Flood Insurance Program (NFIP). The federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

National Geodetic Vertical Datum (NGVD). As corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

Net Site Area. Net site area is the area included within the rear, side and front lot lines of the site. Does not include existing or proposed public streets or right-of-way.

New Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the City's first floodplain ordinance.

Nonconforming Building. A building, structure, or portion thereof that does not conform to the regulations of the zoning district in which it is located.

Nonconforming Lot of Record. A lot which was created such that it does not conform to the regulations of the district in which it is located.

Nonconforming Use. A use which does not conform with the use regulations of the zoning district in which it is located.

Nonconforming Sign. A sign or portion thereof that was designed, erected, or structurally altered such that it does not conform to the regulations of the district in which it is located.

Non-cutoff Fixture. A luminaire with no control of the horizontal distribution of luminance.

Not-for-Profit Corporation. An organization or activity which provides a public service not intending or intended to earn a profit, such as tax exempt 501(c)3 charitable and/or public benefit organization.

Notice of Violation. Notice issued by the Department.

Nursery. A place where plants are grown for sale, transplanting, or experimentation.

O

Obstruction. Includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Occupancy. The portion of a building or premises owned, leased, rented or otherwise occupied for a given use.

Off-site Improvement. Any premises not located within the area of the property to be subdivided, used, or built upon whether or not in the same ownership of the applicant for subdivision approval.

Official Zoning Map. A map of the City of Fishers, Indiana, that legally denotes the boundaries of zoning districts as they apply to the properties within the planning jurisdiction. There is only one (1) Official Zoning Map, and it is kept up to date by the Commission and the Director and is located in the City Hall.

One- and Two-family Dwelling Code, Indiana. The mandatory statewide building code adopted by the Indiana Administrative Building Council for one- and two-family residential dwellings.

One-percent Annual Chance Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter 'A' is subject to the one-percent annual chance flood. See also "Regulatory Flood."

One Hundred-year Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to the one-percent annual chance flood.

Open Space. An area of land not covered by buildings, parking structures, or accessory uses except for recreational structures. Open space may include nature areas; streams and flood plains; meadows or open fields containing baseball, football, and soccer fields, golf courses, swimming pools, bicycle paths, etc. Open space does not include street rights-of-way, platted lot area, private yard, patio areas, or land scheduled for future development (see also [Sec. 8.4.6. Open Space](#)).

Open Use. The use of a lot without a building.

Ornamental Tree. A deciduous tree that does not grow to over 30 feet in height at maturity. Ornamental trees typically are flowering trees.

Outdoor Sales. The temporary use of an area near a business for storage and sales of merchandise related to a holiday, season of the year, or otherwise not offered annually.

Outdoor Storage. The outdoor accumulation of goods, junk, motor vehicles, equipment, products, or materials for permanent or temporary holding.

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations, or their legal representative.

P

Painted Wall Sign. Any sign which is applied with paint or similar substance on the face of a wall. Art murals not related to commercial advertising is not regulated by the UDO.

Parapet. A low solid protective wall along the edge of a roof or balcony.

Parcel. An ownership, lot or plat, or part of an ownership, lot or plat.

Parent Tract. A lot of record as recorded on the effective date of this UDO. Multiple lots owned by one (1) person, persons in partnership, or a company and that are contiguous shall together be considered one (1) parent tract. Roads, rivers, easements, and other built or natural features shall not constitute a separation of two (2) or more pieces of land owned by one (1) person, persons in partnership, or a business.

Park. A parcel of land available to the public for passive and active recreation and is maintained and governed by the City.

~~Parking Lot.~~ ~~A hard-surfaced structure, other than an open exhibition or display area, designed and designated specifically for off-street temporary placement of motor vehicles and bicycles, and for the movement into and out of those parking spaces not from a street, including parking spaces, bicycle and bicycle sharing facilities, aisles, access drives, and ingress/egress areas providing vehicular access to a public street.~~

~~Parking Lot.~~ ~~An impervious structure designed and designated specifically for temporary storage of motor vehicles in parking spaces, and for the movement into and out of those parking spaces not from a street.~~

Parking Lot Peninsula. A planting area within a parking lot that is bounded on two opposite sides by parking spaces, on one side by a parking aisle, and on one side by a parking lot perimeter planting area.

~~Parking Space.~~ ~~A hard-surfaced portion of the parking area that is used only for the temporary placement of an operable vehicle or bicycle. A space other than on a street or alley designed for use or used for the temporary parking of a motor vehicle, and being not less than nine (9) feet wide and 20 feet long exclusive of passageways.~~

Participating Community. Any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Particulate Matter. Finely divided liquid or solid material which is discharged and carried along in the air. This shall not include water droplets, commonly called steam.

Paved. A durable surface for parking, driving, riding or similar activities that utilizes asphalt, concrete, brick, paving blocks or similar material. Crushed gravel, stone, rock, or dirt, sand or grass are not permitted as a paved surface.

Pavement Width. The actual width of a street surface that includes only the area that is drivable by vehicles, excluding curbs.

~~Pedestrian Improvements~~

~~Pedestrian Improvements.~~ Any sidewalk or walkway that is intended and suitable for pedestrian use.

(Ord. [121922E](#), 01/17/2023)

Effective on: 1/17/2023

~~Pedestrian Scale.~~ The inclusion of building design elements at the ground or street level and the relationship between building height and streetscape. Building design elements exclusive to the first and second building story (when greater than two (2)), or inclusion of streetscape elements such as trees, decorative lighting, and benches create pedestrian scale.

~~Pediment.~~ A crowning element used over doors, windows or niches.

Perimeter Lot. A subdivision lot that either:

- A. Has a lot line that abuts the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision, or a frontage road located adjacent to such a street; or
- B. Is separated from the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision by a common area that is sufficiently deep

to qualify as open space.

Performance Bond. An amount of money or other negotiable security paid by the subdivider, developer, or property owner or his/her surety to the City which guarantees that the subdivider will perform all actions required by the City regarding an approved plat or in other situations as stated forth in the UDO and/or as deemed by the Director that provides that if the subdivider, developer, or property owner defaults and fails to comply with the provisions of his/her approval, the subdivider, developer, or property owner or his/her surety will pay damages up to the limit of the bond, or the surety will itself complete the requirements of the approval.

Performance Guarantee. Any guarantee which may be accepted in lieu of a requirement that certain improvements be made before the Commission approves the Record Plat, including by way of illustration, but not limited to, subdivision bonds, irrevocable letter of credit, escrow agreements, deposit agreements, and other similar collateral or surety arrangements approved as valid and enforceable by the Commission.

Permanent Foundation. A structural system for transposing loads from a structure to the earth at a depth below the established frost line without exceeding the safe bearing capacity of the supporting soil.

Permanent Perimeter Enclosure. A permanent perimeter structural system completely enclosing the space between the floor joists of the home and the ground, except for the necessary openings, constructed in accordance with the One- and Two-family Dwelling Code.

Permanent Sign. A sign permanently affixed to a building or the ground.

Personal Garden. A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, and trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

Personal Services. An establishment primarily engaged in providing services involving the care of a person ~~or animal~~. Types of personal services are provided in [Sec. 5.4.7 Personal Services](#).

Pet Grooming. A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.

Petitioner. The property owner or a person legally empowered in writing by the property owner to act on the property owner's behalf and who thereby has the property owner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property. The term includes the petitioner's representative.

Petitioner's Representative. A person legally empowered in writing by the petitioner to act on the petitioner's behalf and who thereby has the petitioner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property.

Physical Map Revision (PMR). Is an official republication of a community's FEMA map to effect changes to base (1%) flood elevations, floodplain boundary delineations, regulatory floodways, and planimetric features. These changes typically occur because of structural works or improvements, annexations resulting in additional flood hazard areas, or correction to BFES or SFHAs.

Place. An open, unoccupied, officially designated space, other than a street or alley, permanently reserved for use as the principal means of access to abutting property.

Place of Worship. A structure and outdoor or indoor facilities used for public worship and accessory educational, cultural, and social activities.

Planned Unit Development. A large-scale unified development meeting the requirements for zoning approval under the provisions of [Sec. 10.2.16. Planned Unit Development](#) of the UDO. Generally, a planned unit development consists of a parcel or parcels of land, controlled by a single landowner, to be developed as a single entity which does not correspond in size of lots, bulk or type of buildings, density, lot coverage, and required open space to the regulations established in any zoning district of the UDO.

Effective on: 7/20/2018

Planning Jurisdiction. The territory or area in which the Commission has statutory authority to adopt a Comprehensive Plan, consisting of the present City limits and those contiguous areas which will from time to time be annexed to the City.

Plant Material. Trees, shrubs, perennials, vegetative ground cover, and the like.

Plat. A map or chart that shows a division of land and/or the layout for subdivisions that is intended to be filed for record.

Pole Sign. A sign which is supported by one or more poles, posts, or braces upon the ground, not attached to or supported by any building, with a clear space more than six (6) feet from the finished grade to the bottom of the sign face.

Person. A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

Porch. A roofed-over structure projecting out from the wall or walls of a main structure and commonly open to the weather in part.

Portable Sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu or sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in normal day-to-day operations of the business.

Portico. A major porch usually with a pedimented roof and supported by columns.

Practical Difficulty. A difficulty with regard to one's ability to improve land stemming from regulations of this UDO. A practical difficulty is not a "hardship," rather it is a situation where the owner could comply with the regulations within this UDO, but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Premises. A lot or plat including buildings thereon, if any.

Preservation Easement. Those places on a lot or development that are identified for the purposes of maintaining an area of vegetation in its pre-development state. Plant life may not be removed from a preservation easement, with the following exceptions: if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Under no circumstance shall utilities or other site work be done in preservation easements. The City of City Fishers may be permitted to do limited work in Preservation Easements only at the direction of the Council.

Primary Plat. The primary plat, pursuant to [IC 36-7-4-700](#), is the plat and plans upon which the approval of a proposed subdivision is based. The primary plat and plans shall be subject to public notice and public hearing according to law and according to Commission rules.

Primary Structure. The building or structure in which the primary use of the lot or premises is located or conducted. With respect to residential uses, the primary structure shall be the main dwelling. Where a substantial part of an accessory structure is attached to the primary structure in a substantial manner, as by a roof, such accessory structure shall be counted as a part of the primary structure.

Primary Use. The main use of land or buildings as distinguished from an accessory use. A primary use may be a permitted use, conditional use, or a special exception.

Private Garage. A detached accessory building or an attached portion of a primary building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

~~**Private Kennel.** A place for keeping up to four (4) adult dogs, or other small animals for personal use and enjoyment which is subordinate to the primary use. Private kennels are not regulated in the UDO and are~~

~~permitted in all zoning districts.~~

~~**Private School.** Private primary, grade, junior-high, high or preparatory school or academy.~~

Private Street. A right-of-way which has the characteristics of a street, as defined herein, except that it is not dedicated to the public use. A driveway which is located on a lot and which serves only the use on that lot is not considered as a private street.

Private Through Street. A paved surface consisting of a roadway, driveway, parking lot or the like which carries vehicular traffic from a dedicated public street to a dedicated public street.

Professional Office. An office used by members of a recognized profession such as architects, artists, dentists, engineers, lawyers, musicians, planners, physicians, surgeons, pharmacists, and Realtors or insurance agents and brokers.

Professional Office Center. An architecturally organized and functional grouping of professional offices and appropriate associated and accessory uses which is the central feature of a site plan composed of building area, parking area, landscaped reservation and plantation, and other land features appropriate for its use as a professional office enterprise, designed to serve residential neighborhoods, and shall conform to the standards and requirements of this chapter.

Project Site. A term describing the area of the entire site for a development that might include smaller, individually platted lots.

Projecting Sign. Any sign other than a wall sign affixed to any building or wall whose leading edge extends beyond such building or wall.

Public Improvement. Any storm drainage facility, street, highway, parkway, sidewalk, pedestrian-way, tree, lawn, off-street parking area, lot improvement, utility, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

Public Parking Area. An open area, other than a street or alley designed for use or used for the temporary parking of more than four motor vehicles when available for public use, whether free or for compensation, or as an accommodation for clients or customers.

Public/Private Parking Area. A group of parking spaces in an open area not including any part of a street or alley, designed or used for temporary parking of motor vehicles.

Public Safety and Nuisance. (as related to [CHAPTER 9. FLOODPLAIN STANDARDS](#)) Anything that is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Public School. A public institution which offers instruction in any of the branches of learning and study comparable to that taught in the public schools under the Indiana School Laws, including pre-kindergarten, kindergarten, elementary school, and junior and senior high schools, but excluding trade, business, or commercial schools.

Public Space. Facilities such as public roads, parks, pathways, and open space corridors. May also be facilities owned privately but open to the public, such as HOA pathways connected to larger networks. Common areas serving as an amenity for commercial and multi-family developments are also considered to be public space.

Public Street. All property dedicated or intended for public highway, freeway, or roadway purpose or subject to public easements therefore.

Public Utility Installation. The erection, construction, alteration, or maintenance by public utilities, municipal department commissions or common carriers of underground, surface or overhead gas, oil, electrical, steam, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers and other similar equipment and accessories in connection therewith, by public utility or municipal departments, commissions, or common carriers, for the public health or safety or general welfare.

Public Utility. Any person, firm, or corporation duly authorized to furnish under public regulation to the public, electricity, gas, steam, telephone, fiber optics, transportation, water, or sewage systems.

Q

Quoins. Units of stone or brick used to accentuate the corners of a building.

R

Reclaimed Wood. Reclaimed wood is that which is derived from a pre-existing man-made structure. This wood may have come from an old house, a boat, barn or an industrial building. Reclaimed wood shall be of high quality materials, suitable for exterior use.

Recreational Area or Facility. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development, and which is also accessible for use by the public through associate membership subscription or user fees. The term includes community golf courses, swimming pools, tennis courts, basketball courts, and the like.

Recreational Vehicle. A vehicular-type portable structure without permanent foundation that can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including but not limited to, travel trailers, truck campers, camping trailers, boats, and motor homes. A recreational vehicle shall not be used as living quarters. Also, a vehicle that is:

- A. Built on a single chassis;
- B. 400 square feet or less when measured at the largest horizontal projections;
- C. Designed to be self-propelled or permanently towable; and
- D. Designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

Recreational Vehicle Park. Any commercially zoned site, lot, field, or tract of land under single ownership, or ownership of two (2) or more people, designed with facilities for short term occupancy for recreational vehicles only.

Registered Land Surveyor. A land surveyor properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

Registered Professional Engineer. An engineer properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

Regulatory Flood. The flood having a 1% chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by DNR and the FEMA. The regulatory flood elevation at any location is as defined in [CHAPTER 9. FLOODPLAIN STANDARDS](#). The "Regulatory Flood" is

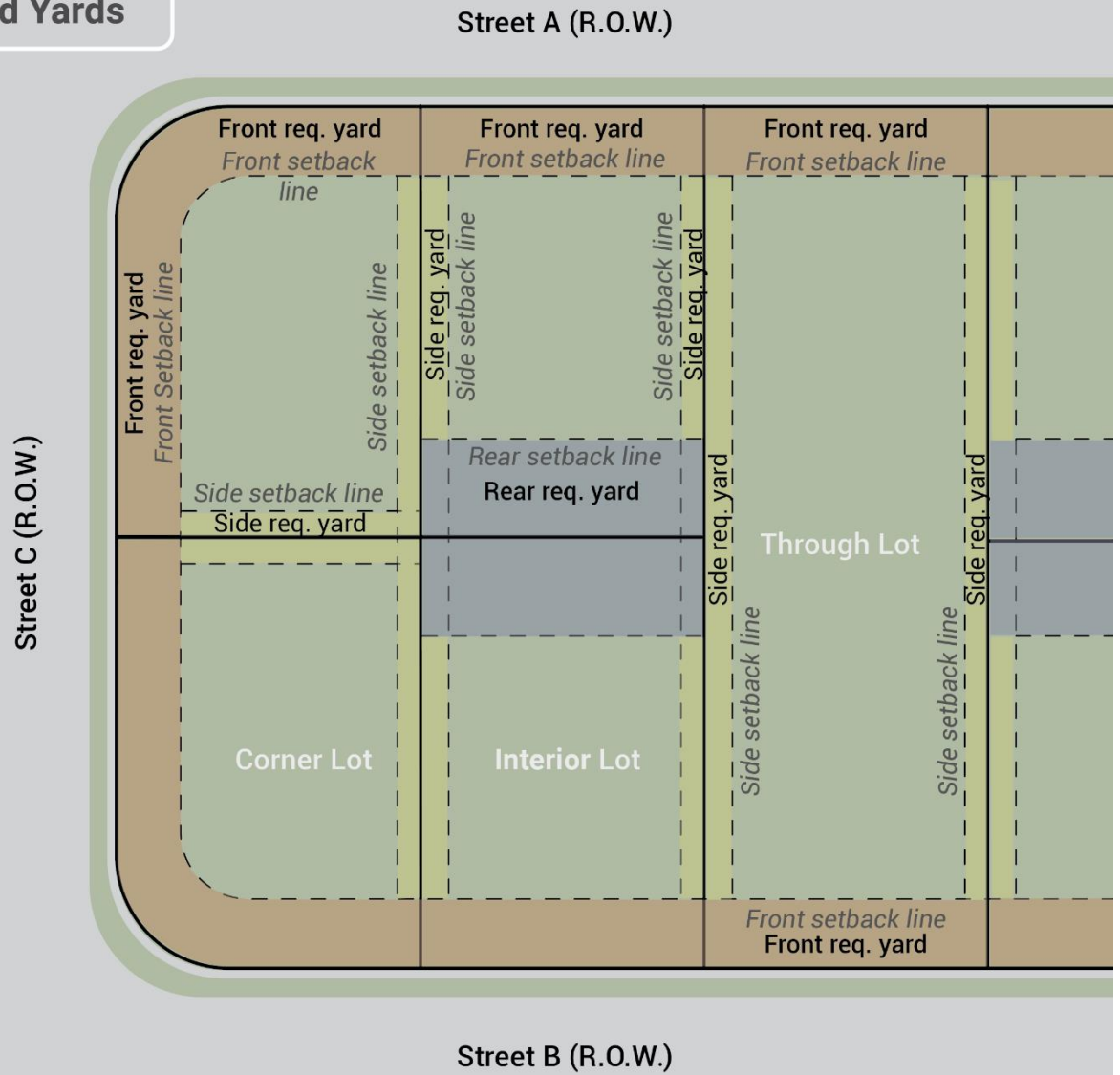
also known by the term “Base Flood,” “One-percent Annual Chance Flood”, and “100- year Flood.”

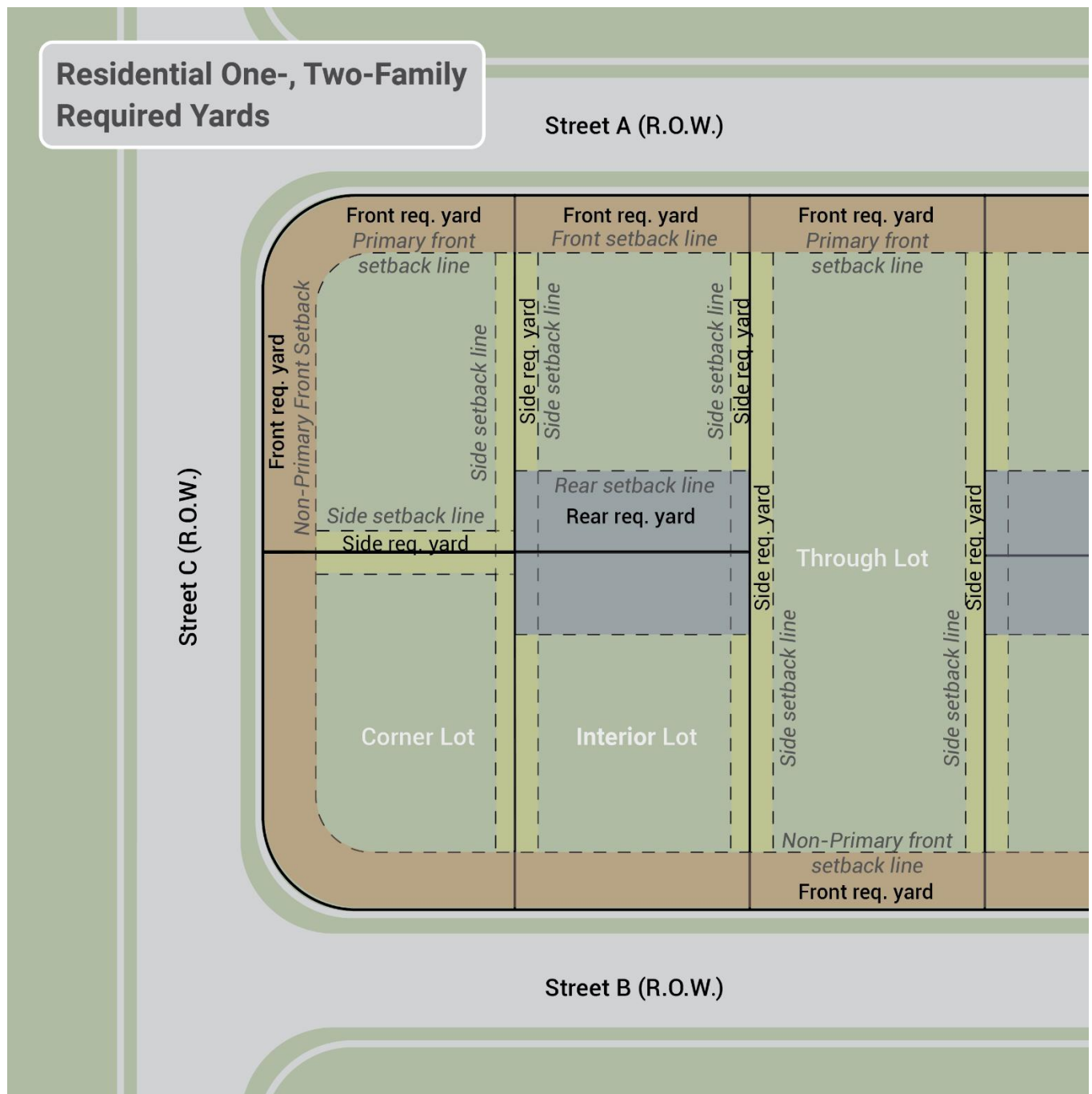
Repetitive Loss. Flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period ending on the date of the event for which the second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

Required Yard. See figures below for illustration.

1. Front. An open space unobstructed to the sky extending fully across the full width of the lot between the front property line and the front setback line. On corner lots and through lots, there shall be at least two (2) front yards as determined by the street frontages. A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the front lot line and the building setback line.
2. Side. An open space unobstructed to the sky extending the length of the lot situated between a side lot line and a side setback line and terminates at the point of contact with any rear or front yards or any lot line, whichever occurs first. A yard extending the full depth of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the width of which is the least distance between the side lot line and the minimum side setback line.
3. Rear. An open space unobstructed to the sky extending fully across the full width of the lot between the rear setback line and the rear lot line. A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the rear lot line and the minimum rear setback line.

Non-Residential Required Yards





Replat. A subdivision or plat, the site of which has heretofore been platted or subdivided with lots or parcels of land. It may include all or any part of a previous subdivision or plat.

Responsible Party. Any person, firm or corporation that uses property in violation of this UDO or knowingly permits another person, firm or corporation to do so.

Restaurant/Bar. A facility that prepares and sells food and drink for on- or off-premise consumption.

Retail Use. Uses involved in the sale, lease, or rental of new or used products. Retail uses are provided in [Sec. 5.4.9. Retail Sales](#).

Retirement Community. An age-restricted development, which may include detached and attached dwelling units, apartments, and may also have a nursing home component.

Reverse Channel Letters. Individually mounted opaque, internally backlit letters which illuminate the wall or surface to which they are attached.

Reversed Interior Lot. An interior lot, the front lot line of which is formed by a street, which street also forms the side lot line of an abutting corner lot. The corner lot is considered abutting even though separated from the interior lot line by an alley.

Right-of-way. A strip of land occupied or intended to be occupied by transportation facilities, public utilities, or other special public uses. Rights-of-way intended for any use involving maintenance by a public agency shall be dedicated to the public use by the maker of the plat on which such right-of-way is established.

Riparian Area. Wooded or vegetated areas along creeks, streams, rivers or designated regulated drains. The area on each bank designated as a riparian area shall be no wider than the average width of the creek, stream or river at normal flow elevation, but be no less than 10 feet in width from the top of banks.

Roadway Width. The paved area of a street measured from back of curb to back of curb.

Roof Line. In the case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the midpoint of between the roof eave and the ridge of the roof exclusive of cupola, pylon, chimney or other minor projections.

Roof Plane. A roof plane is defined as having at least three separate edges.

Roof Ridge. The roof ridge is the top horizontal edge of a pitched roof.

Roof Root Protection Zone. Generally, 18 to 24 inches deep and a distance from the trunk of a tree equal to one-half ($\frac{1}{2}$) its height or its drip line, whichever is greater.

S

Sales Office. A trailer, model home, or the like used as a showroom or office for the sales of homes.

Salutogenic Amenity. An amenity designed to help restore human physical and psychological personal and social well-being by creating publicly available space for them to be active, to recover from mental fatigue and stress, and to regulate their emotions.

Salutogenic Amenity Typologies are the types of spaces with certain design features that help restore human physical and psychological personal and social well-being. The definitions of these typologies are inspired by the framework provided in the book *Restorative Cities: Urban Design for Mental Health and Wellbeing (2021)* (authors: Roe, J., & McCay, L. Publisher: Bloomsbury Publishing). The following are SA typologies:

- **Neighborly.** Spaces that support social mingling, cohesion, and conviviality by encouraging human interaction and liveliness during their everyday lives.
- **Green.** Green spaces are natural or man-made spaces that have plantings like trees, shrubs, flowers, ornamental grasses and such.
- **Blue.** Blue spaces offer access to viewing water settings (e.g., fountain, swimming pool, pond, lake, river).
- **Active.** Active spaces contain design features that encourage physical mobility such as trails, outdoor gyms, sports courts, swimming pools, and so on.
- **Playable.** Playable spaces have design features that offer opportunities for all-age creativity and play.
- **Sensory.** Sensory spaces use design features that can immerse people's senses (sight, smell, hearing, touch, taste) and create a pleasant atmosphere.

Salutogenic Amenity, Regular. A Salutogenic Amenity that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 30 feet wide along any of its narrowest sides, and features design elements from at least two Salutogenic Amenity Typologies.

Salutogenic Amenity, Community. A Salutogenic Amenity designed with the focus on social well-being that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 50 feet wide along any of its narrowest sides, and features design elements from each of the following SA typologies: Green, Neighborly, and Active; and at least one of the other SA Typologies: Sensory, Blue, Playable.

Satellite Dish/Antenna. An apparatus capable of receiving communications from and/or sending to a relay located in a planetary orbit, or broadcasted signals from transmitting towers.

School, Preschool through K-12. A public, private, or parochial institution that offers instruction in any of the branches of learning and study comparable to that taught in the public schools through high school level under the Indiana School Laws, including pre-school, pre-kindergarten, kindergarten, elementary school, and junior and senior high schools. This use does not include "School, Trade or Business," or "School, College or University."

School, Trade or Business. A postsecondary educational and/or training facility, other than a College/University, with a curriculum that is not comparable to that taught in the public schools through the high school level and offers instructional or educational services or training in a technical, professional, mechanical, business, or industrial occupation.

School, College or University. A postsecondary degree-bearing educational institution other than a “School, Trade or Business” that provides full-time or part-time education beyond high school.

Secondary Plat. The secondary plat, pursuant to [IC 36-7-4-700](#), is the final plat document in recordable form. A secondary plat shall substantially conform with the preceding primary plat, or section thereof. The secondary plat and plans are not subject to public notices and public hearings.

Semi-Pervious Surface (or material). A material that allows for at least 40 percent absorption of water into the ground or plant material, such as pervious pavers, permeable asphalt, permeable concrete, or gravel. Also includes green roofs.

Serving Unit. A window of a building, an accessory structure, or location on the lot that is part of a drive-through feature, used to receive payment and/or provide service related to the primary use.

Setback. The minimum or maximum horizontal distance between a property line and a setback line, as established by this UDO. The minimum horizontal distance between the building line and a lot line or right-of-way line.

Setback Line. A line established by the UDO, generally parallel with and measured from the lot lines, defining the limits of the required yards.

Shopping Center, Business Park, Office Park, Industrial Park, or Other Grouping. A project of one (1) or more buildings that has been planned as an integrated unit or cluster on property under unified control of ownership at the time that zoning was approved by the City.

Short-Term Rental. In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.

Short-Term Rental, Owner-Occupied. In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.

Short-Term Rental, Not Owner-Occupied. Is a short-term rental property that is not property owner's primary residence.

Short-Term Rental Platform. In accordance with IC 36-1-24-7, an entity that provides an online platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects fees for the rental from the occupant.

Sign. Any name, identification, description, display, or illustration which is affixed to, painted on, or is represented directly or indirectly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization, or business.

(Ord. [041822E](#), 05/16/2022)

Effective on: 5/16/2022

Sign Area. The entire area within a regular geometric form or combination of such forms comprising all the display area of the sign or any object which attracts attention to be drawn towards the sign. Signs which are made of individual letters shall be calculated by measuring the total vertical distance by total horizontal distance of such letters. Structural supports shall not be included in the sign area calculation provided that the structural support is not an integral portion of the sign.

Sign Clearance. The smallest vertical distance between the grade, grade of the adjacent street or street

curb, and the lowest point of any sign, including framework and embellishments, extending over that grade.

Sign Face. The area of a sign on which the copy is placed or that draws attention to the sign.

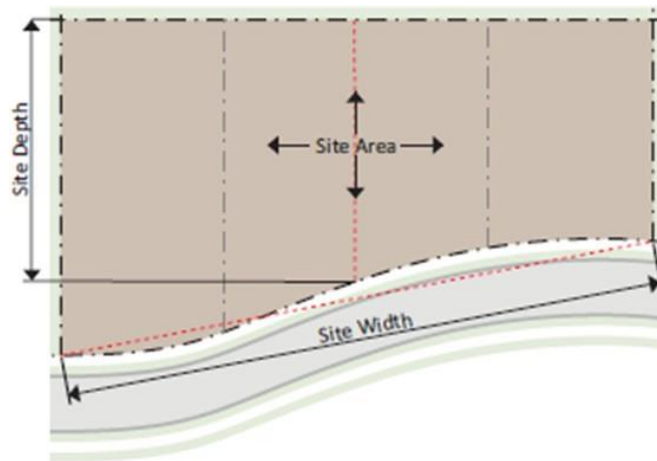
Sign Height. The vertical distance measured from the highest point of the sign face to the grade of the adjacent street or the surface beneath the sign.

Sign Permit. A document signed by the Department stating that a proposed sign has met **with** the general provisions of this UDO.

Sign Structure. The structure to which a sign is affixed including the structural base or supports.

Signature Monument Sign. A free-standing ground sign that is located at the entrance to a subdivision or apartment complex that is mounted on a signature monument. Examples of signature monuments, include, but are not limited to: a fountain, clock tower, masonry gazebo, outdoor plaza with water feature, etc.

Site. A site is any lot or group of contiguous lots owned or functionally controlled by the same person or entity, assembled for development



Site Width. The dimension of a lot measured between side lot lines generally running perpendicular to a street

Site Depth. The horizontal distance between the front and rear property lines measured midway between the side property lines.

Small Farm Animals. Small farm animals are small domestic farm animals such as, but not limited to, chickens, ducks, and rabbits.

Small Integrated Center. Small integrated center is any multi-tenant building primarily featuring commercial retail and service uses with less than 30,000 square feet.

Soil Map. A National Cooperative Soil Survey prepared by USDA Soil Conservation Service in cooperation with Purdue Experiment Station and the Hamilton County Soil and Water Conservation District.

Solar Energy System (SES). A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

SES, Commercial. Pursuant to IC 8-1-42-2, it is a solar energy system that has a nameplate capacity of at least ten (10) megawatts and captures and converts solar energy into electricity for the purpose of selling the electricity at wholesale and for use in locations other than where it is generated. It may

be designed as freestanding, parking lot canopy, roof- or wall-mounted, or a combination of any of these SES as defined in this UDO.

SES, Freestanding. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure other than parking lot canopy solar energy systems.

SES, Parking Lot Canopy. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure, which is used in a parking lot or the top story of a parking structure to shade vehicles parked in such lot or structure.

SES, Roof-Mounted. A solar energy system that is structurally affixed to a roof of a principal or accessory structure.

SES, Wall-Mounted. A solar energy system that is structurally affixed to or an integral part of a principal or accessory building (e.g., solar panel awnings, solar panels built into the walls or skylights).

Solar Reflectance Index (SRI). A measure of a constructed surface's ability to reflect solar heat, as shown by a small temperature rise. The measure utilizes a scale from 0 to 100 and is defined so that a standard black surface is 0 and a standard white surface is 100. To calculate for a given material, obtain the reflectance value and emittance value for the material; calculate the SRI according to ASTM E 1980-01 or the latest version.

Special Event Sign. A sign upon which information about events or activities conducted by religious, civic, educational, community, governmental, or similar organizations is displayed.

Special Exception. A use which may be permitted in a district only if it meets special conditions, and upon application, is specifically authorized by the Board.

Special Exception Permit. A document issued verifying the permitting of a use within a district other than a primarily permitted use.

Special Flood Hazard Area (SFHA). Those lands within the jurisdictions (including extraterritorial jurisdictions) of the City subject to inundation by the regulatory flood. The SFHAs of the City are generally defined as such on the Hamilton County, Indiana and Incorporated Areas Flood Insurance Rate Map prepared by the FEMA, dated February 19, 2003, as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. The SFHAs of those parts of unincorporated Hamilton County, Indiana that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Hamilton County, Indiana and Incorporated Areas FIRM prepared by the FEMA and dated February 19, 2003 as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. (These areas are shown on a FHBM or FIRM as Zone A, AE, A1-A30, AH, AR, A99, or AO).

Special Handling. Retail businesses that sell products that require special handling due to risks to public safety.

Specimen Tree. Trees with a caliper of 24 inches or greater and that are not found in [Exhibit LA-B: Invasive and Poor Characteristic Species of the City of Fishers Approved List of Recommended Species](#).

Stacking Space. An off-street area, separate from or in addition to, the required parking area, reserved for the temporary retention of vehicles that are queuing up or utilizing the services of a drive-through service unit.

Story. That portion of a building, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be the story.

Street. Any vehicular right-of-way that:

- A. Is an existing State, County, or municipal roadway;
- B. Is shown upon a plat approved pursuant to law;
- C. Is approved by other official action; or
- D. Is shown on a plat duly filed and recorded in the Office of the Hamilton County Recorder; includes the land between the street lines, whether improved or unimproved.

Street Width. The shortest distance between the lines which delineate the right-of-way of a street.

Structural Alteration. Any change in the supporting members of a building or structure such as bearing walls, partitions, columns, beams or girders, or any change in the footprint or increase in the size of living space. Also, substantial roofing and siding work when repairs are made to the structure beneath.

Structure. (as related to [CHAPTER 9. FLOODPLAIN STANDARDS](#)) A structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

Structure. Anything constructed or erected which requires location on the ground or attachment to something having a location on the ground, including but not limited to buildings, sheds, detached garages, mobile homes, manufactured homes, above-ground storage tanks, freestanding signs and other similar items.

Subdivider. Any person or persons, firm or corporation engaged in developing or improving a tract of land which complies with the definition of a subdivision as defined in the UDO.

Subdivision. The division of a parent tract or other piece of land into at least two (2) smaller lots or the combination of two (2) or more smaller lots into one (1) lot so that, either now or in the future, the subdivider can transfer ownership, construct buildings or establish a use other than vacant, or create new building sites for leasehold, and as further defined in the UDO.

Subdivision Control Ordinance. An ordinance relating to subdivision control regulations codified in the UDO.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Sunroom. A sunroom is a structure, either attached or integrated into a building such as a home, restaurant, or office, which allows enjoyment of the surrounding landscape while being sheltered from adverse weather. ~~Sunrooms that encroach into a required rear yard setback as allowed in Sec. 6.16.3.~~ [Setback Encroachment](#) cannot be converted into a living, sleeping or conditioned space as defined by the International Residential Code.

Suspension. (as related to [CHAPTER 9. FLOODPLAIN STANDARDS](#)) The removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Swimming Pool. A self-contained body of water at least 24 inches deep and eight (8) feet in diameter or width and used for recreational purposes. It may be above or below ground level. Above ground swimming

pools shall be considered an accessory structure/use. Below ground swimming pools shall not be considered an **accessory** structure but shall be considered an **accessory** use.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

T

Telecommunication Facility. A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use in connection with the commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

Telecommunication Tower. Any structure that is designed and constructed primarily for supporting one (1) or more antennas. The term includes: radio and television transmission towers, microwave towers, cellular telephone and wireless communication towers, alternative tower structures and the like.

Temporary Certificate of Occupancy. A certificate with a specific expiration date issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure does not fully comply with the provisions of all applicable City Codes and Ordinances, but may be occupied for the specified period subject to conditions stipulated on the certificate.

Temporary Use/Structure. A land use or structure established for a limited and fixed period.

Temporary Use Permit. A permit with a specific expiration date issued by the Director stating that a proposed temporary use or structure complies with the applicable provisions of the UDO.

Tenant Space. An area of a building intended for the use of a single business with a separate external entrance.

Temporary Structure. A tent, awning, or the like used as a temporary shelter, cover, or device.

Theater. A facility for audio and visual productions and performing arts, excluding adult motion picture theaters and adult entertainment businesses.

Thoroughfare Plan. The part of the Comprehensive Plan, now or hereafter adopted, which includes a plan for major streets and highways and sets forth the location, alignment, dimensions, streets, highways, and other thoroughfares.

Trade, Business, or Commercial School. An educational facility which offers instruction specific to a trade, business, or commercial.

Tree Canopy. The area of the property under the trees that consists of the total crown spreads or driplines of all trees existing and/or proposed on-site.

Tree Canopy Coverage is an area on the lot under the tree canopy measured as the sum of the canopy at maturity of the individual trees located on the lot.

Tree Canopy Coverage Percentage is a required tree canopy coverage calculated as a percentage of a certain area or a lot as prescribed by this UDO.

Tree Size.

Small Tree. A tree with mature height of less than thirty (30) feet.

Medium Tree. A tree with mature height between thirty (30) and seventy (70) feet.

Large Tree. A tree with mature height over seventy (70) feet.

Through Lot. A lot having frontage on two (2) parallel or approximately parallel streets.

Tower Setback. The horizontal distance from the base of the tower to an abutting property line and/or proposed right-of-way.

Townhouse. One of several individual housing units constructed with a common roof, front wall and rear wall.

Township. Fall Creek Township and Delaware Township in Hamilton County, Indiana.

Truck Stop. A multiple-use facility that may be comprised of overnight parking for trucks and two (2) or more of the following:

1. Restaurant;
2. Gas station;
3. Scales;
4. Shower facilities;
5. Convenience store.

Turf. Lawn-type grasses that are intended to be manicured and maintained at no more than eight (8) inches of height.

U

Use. The purposes for which land, building, or structure thereon is designed, arranged, or intended, or for which it is occupied, maintained, let, or leased.

Use Variance. The approval of a use other than that prescribed by the UDO, an act granted by IC 36-7-4- 918.3.

V

Variety Store. A retail establishment that sells a multitude of consumer goods.

Vehicle Maintenance/Retail/Service Facility. ~~A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase, with no overnight storage of vehicles at this facility. A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase. Vehicles shall not be stored overnight at these facilities.~~

Vehicle Service/Repair Facility. ~~A facility where providing vehicular service is the primary use of the structure/ business including accessory indoor or outside storage of vehicles for limited time. Facility where providing vehicular service is the primary use of the structure/ business. May require storage of vehicle outside for limited periods of time, any such areas shall be screened in accordance with Article 6.10. Outdoor Display & Storage Standards.~~

Effective on: 7/20/2018

Vehicle Sign. A sign on a vehicle of any kind, provided the sign is painted or attached directly to the body of the vehicle and does not project or extend beyond 15 inches from the original body proper of the vehicle.

Veterinary Clinic. A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a "Kennel," and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.

Vibration. Oscillatory motion transmitted through the ground.

Violation. The erection, alteration, enlargement, maintenance or use of any building, structure or land in

violation of any provision of the UDO, the sign ordinance, the weed ordinance, or the building codes of the City applicable to such building, structure or land in the zoning district in which it is located.

Vision Clearance on Corner Lots. A triangular space at the street corner of a corner lot, free from any kind of obstruction to vision, the standards for which are set forth in [Article 6.20. Vision Clearance Standards](#).

W

Wall Sign. A sign affixed directly to or painted on or otherwise inscribed on an exterior wall and confined within the limits thereof of any building and which projects from that surface less than 12 inches at all points.

Water Surface Elevation. The height, in relation to the North American Vertical Datum of 1988 (NAVD 88) or National Geodetic Vertical Datum (NGVD) of 1929, (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse. A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Wind Energy System, Large. A facility or equipment that converts wind energy into electrical power for the primary purpose of sale, resale, or off-site use and that has an output rating greater than 100 KW.

Wind Energy System, Small. A facility or equipment that converts wind energy into electrical power primarily to support the principal use(s) on the same property, that is mounted to the ground or a rooftop, and that has a rated capacity of 100 KW or less.

Wood. The wood of trees cut and prepared for use as an exterior building material.

Wooded Lot. An area which contains trees at a rate above 250 cumulative inches DBH per acre. Trees under two and one-half (2.5) inches DBH are not included in the cumulative DBH calculation per acre.

X

‘X’ Zone. The area where the flood hazard is less than that in the SFHA. Shaded X Zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2% chance of being equaled or exceeded (the 500-year flood). Unshaded X Zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2%. See also “[Zone B, C, and X](#).”

Y

Yard. A space on the same lot with a primary building that is open and unobstructed except as otherwise authorized by this UDO. ~~All required yards shall be kept free of all material including but not limited to, buildings, structures, material for sale, storage, advertising or display to attract attention and parking lots.~~

Z

Zone. A geographical area shown on a FHBM or FIRM that reflects the severity or type of flooding in the area.

Zone B, C, and X. Areas identified in the community as areas of moderate or minimal hazard from the principal source of flood in the area. However, buildings in these zones could be flooded by severe,



concentrated rainfall coupled with inadequate local drainage systems. Flood insurance is available in participating communities but is not required by regulation in these zones. (Zone X is used on new and revised maps in place of Zones B and C.) See also “[X’ Zone](#).”

Effective on: 7/20/2018

Zoning District. Areas within the City for which uniform zoning regulations governing use, height, area, size, intensity of use of buildings and land, and open spaces about buildings, are established by this UDO. Zoning districts are drawn on the Official Zoning Map.

Zoning Ordinance. Those sections of the UDO, now or hereafter adopted, that include the Official Zoning Map, regulations, requirements and procedures for the establishment of land use controls.

ORDINANCE NO. 022425F

**AN ORDINANCE OF THE COMMON COUNCIL
AMENDING THE ZONING ORDINANCE
OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

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-25-2 as required by law in regard to the Text Amendment; and

WHEREAS, the Plan Commission, at its meeting on the April 2, 2025 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 1, Chapter 3, Chapter 5, and Chapter 12.

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

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 21st of April, 2025.

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

YAY

NAY

ABSTAIN

	Pete Peterson, Member		
	John DeLucia, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson, Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2025 at _____ p

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

Exhibit A

*Unified Development Ordinance
Chapter 1, Chapter 3, Chapter 5 and Chapter 12*

Form Name: Public Meeting Comment Form
Submission Time: January 27, 2025 12:04 pm
Browser: Chrome Mobile 131.0.6778.154 / iOS
IP Address: 152.117.79.119
Unique ID: 1309166067
Location: 39.9594, -86.0199

Name	Sara Hunley
Address	10327 Seagrave Dr Fishers, IN 46037
Email	sarahartphotography@gmail.com
Subdivision or business name	Spyglass Hill
Please select the meeting to which you would like to submit a public comment	Board of Zoning Appeals - Fishers City Council Plan Commission Meeting Redevelopment Authority Redevelopment Commission
Meeting Date	Feb 25, 2025
Project Name/Resolution Number	Request to Consider Connection Road from Laurel Falls to Knightsbridge Lane (Spyglass Falls/Spyglass Hills)
Comment	Opposing road connection.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name: Public Meeting Comment Form
Submission Time: January 27, 2025 7:26 pm
Browser: Chrome 132.0.0.0 / Windows
IP Address: 68.39.133.58
Unique ID: 1309339481
Location: 39.711, -86.2591

Name	Edward Galan
Address	10633 Brixton Lane Fishers, IN 46037
Email	ed.galan@comcast.net
Subdivision or business name	Spyglass Hill
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council
Meeting Date	Jan 28, 2024
Project Name/Resolution Number	Spyglass Hill/Falls Cut Through
Comment	Why has the city not taken a survey of the residence of Spyglass Hill as to if they want or do not want a cut through into their area?
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	January 29, 2025 1:34 am
Browser:	Mobile Safari 18.1.1 / iOS
IP Address:	76.139.20.113
Unique ID:	1309763133
Location:	39.9564, -85.9651

Name	Joe Cox
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Address	11316 Reflection Point Dr Fishers, IN 46037
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Email	joecox2012@gmail.com
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Subdivision or business name	Spyglass
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Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Plan Commission Meeting
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Meeting Date	Jan 28, 2025
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Project Name/Resolution Number	Spyglass Passthrough
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Comment	I attended the meeting today and with the accident data provided it is apparent that the issue needing to be addressed is egress from Klotz Farm onto 116th St. Westbound. With that in mind I would like the proposed solution to be changed / limited to a 1-way road with RIGHT TURN ONLY between Spyglass Falls & Spyglass Hill. There is plenty of common property and city easement to provide for a generous and curving right turn only lane to be created. This would assist with any safety concern with the blind curve / hill sightlines as well as keep headlights out of homes on Knightsbridge Lane. It also prevents unnecessary & unintended traffic coming into Spyglass Hill trying to egress back to 116th St further east on Spyglass Ridge Dr or out the Lake Stonebridge egress onto 116th St.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	January 29, 2025 1:45 am
Browser:	Mobile Safari 18.1.1 / iOS
IP Address:	76.139.20.113
Unique ID:	1309764187
Location:	39.9564, -85.9651

Name	Joe Cox
-------------	---------

Address	11316 Reflection Point Dr Fishers, IN 46037
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Email	joecox2012@gmail.com
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Subdivision or business name	Spyglass
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Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Plan Commission Meeting
---	---

Meeting Date	Feb 25, 2025
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Project Name/Resolution Number	Spyglass passthrough
---------------------------------------	----------------------

Comment	I attended the meeting today and with the accident data provided it is apparent that the issue needing to be addressed is egress from Klotz Farm onto 116th St. Westbound. With that in mind I would like the proposed solution to be changed / limited to a 1-way road with RIGHT TURN ONLY between Spyglass Falls & Spyglass Hill. There is plenty of common property and city easement to provide for a generous and curving right turn only lane to be created. This would assist with any safety concern with the blind curve / hill sightlines as well as keep headlights out of homes on Knightsbridge Lane. It also prevents unnecessary & unintended traffic coming into Spyglass Hill trying to egress back to 116th St further east on Spyglass Ridge Dr or out the Lake Stonebridge egress onto 116th St.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	February 4, 2025 11:39 am
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	3.16.42.87
Unique ID:	1311641165
Location:	39.9625, -83.0061

Name	David Magner
Address	11390 Rainbow Falls Lane Fishers, IN 46037-4090
Email	davemagner.indy@att.net
Subdivision or business name	Spyglass Falls HOA
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council
Meeting Date	Feb 25, 2025
Project Name/Resolution Number	Connector road from Spyglass Falls to Knightsbridge in Spyglass Hill subdivision.
Comment	Adding an exit road from the southeast corner of Spyglass Falls to Knightsbridge might be a short-term solution, but there are many other options that have not been considered. I am proposing that flashing yellow lights be installed above the exit point where Klotz Farm Blvd. intersects with East 116th Street. These would be activated when vehicles trip a photo beam or sensor in the pavement, alerting traffic on 116th Street to slow down and move over into the right lane of the west-bound traffic. This would allow vehicles to merge more safely onto 116th Street, when turning either right or left out of Klotz Farm Blvd. Currently, it is nearly impossible to determine if west-bound vehicles are in the left or right lanes of 116th, and this creates a major safety issue for motorists trying to exit onto this busy roadway. The total cost of this project should not be more than \$ 100,000. to \$ 200,000, much less than any other comparable project.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name: Public Meeting Comment Form
Submission Time: February 22, 2025 5:27 pm
Browser: Chrome 133.0.0.0 / Windows
IP Address: 149.154.20.44
Unique ID: 1317397516
Location: 39.9564, -85.9651

Name	Jennifer Harris
Address	6673 Manchester Dr Fishers, IN 46038
Email	harrisjandm@gmail.com
Subdivision or business name	The Parks at White River
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Feb 24, 2025
Project Name/Resolution Number	Agri Park 2.0 Announcement
Comment	The city of Fishers has recently announced plans to develop AgriPark 2.0 at the northwest corner of 106th Street and Allisonville Road. I am a homeowner in the Parks at White River, whose property backs up to this expanse of land. The land is a haven for wildlife (deer) and waterfowl who frequent the lake. The land is also home to owls, hawks, turtles, and small land mammals. It is quite a bird sanctuary, with sightings of blue and white heron. We have lived in our home 35 years and have observed the wildlife who call this property home, and we enjoy the benefit of seeing this natural landscape. I am reaching out to better understand if these habitats have been considered and evaluated in the city's land use planning. Through the Indiana Department of Natural Resources I learned that if a development occurs in a floodway, the activities require a Division of Water permit and an evaluation by the Department of Natural Resources of potential impacts to fish and wildlife. I checked this DNR resource, on the Division of Water's webpage, and I believe a floodway is present in this land. (https://www.in.gov/dnr/water/). I was hoping to make this inquiry in person to the Fishers City Council at the February 22 meeting, but I am unable to attend. Would you please bring my inquiry before the City Council and provide a response? I appreciate your attention and consideration. Kind regards, Jennifer Harris

Would you like to receive email communications and updates from the City of Fishers? Yes

Form Name:	Public Meeting Comment Form
Submission Time:	February 23, 2025 11:21 pm
Browser:	Chrome 133.0.0.0 / Windows
IP Address:	16.56.4.16
Unique ID:	1317633298
Location:	33.7485, -84.3871

Name	Steve Ladig
Address	10811 HIGH ROCK CT FORTVILLE, IN 46040
Email	ladigrealty@att.net
Subdivision or business name	Bluffs of Flat Fork, Limestone Springs, Avalon Enclave, Sandcreek Farms, Britton Falls, Bristols, Westminster, Gray Eagle
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Feb 24, 2025
Project Name/Resolution Number	Rental Registration & Rental Cap

Comment

I am still waiting to get answers to my 35 questions included in my letter below. When will the Mayor be answering my questions?

February 10, 2025

Mayor Scott Fadness
CC: All member of Fishers City Council
1 Municipal Drive
Fishers, IN 46038

RE: Proposed 10% Rental Cap & Rental Registration

Dear Mayor Fadness:

My name is Steve Ladig, a homeowner of Fishers for 32 years, real estate investor of single family homes in Fishers, Graduate from IU Kelley School of Business, Bloomington, prior auditor at PWC (Price Waterhouse Coopers), retired CPA in commercial real estate, and current Managing Broker of a Fishers real estate brokerage firm.

My understanding is that you are trying to address 2 real estate related issues in the community. The first is you do not want prospective Fishers buyers to be required to compete against landlord buyers as you believe this is causing owner occupied buyers to be outbid. You also believe this is creating too much appreciation which is making Fishers unaffordable for some who have a desire to buy a home in Fishers. Second, you state that the Fishers Police and Fishers Code Enforcement are experiencing more calls as a percentage for renters rather than owner occupied homeowners.

Summary of 12/1/2022 Information Request of Your Office:

As you are aware, I voiced my concerns over 2 years ago at a Fishers City Council meeting about your statements made at the Fishers State of City address regarding your proposed 10% rental cap (10% rental cap on every Fishers neighborhood) & rental registration. At that time, I communicated that your broad blanketed approach in trying to solve these issues could have unintended consequences as follows:

- *discriminating against minorities who cannot get a mortgage
- *limiting prospective residents in trying out the area by first renting before buying

- *limiting owners ability to rent their home during a down market which could cause foreclosures
- *hampering property management businesses in Fishers from being viable by cutting off its supply
- *increasing rental rates with the rental supply being significantly limited

Over 2 years ago, I also requested from your office the data supporting the statistics you communicated in the State of the City as follows:

1. List of the names of the 249 neighborhoods in Fishers.
2. List of the names of the 219 neighborhoods that have rental homes including the addresses of the rental properties.
3. List of the names of the 37 neighborhoods that have greater than 20% that are rental properties.
4. List of the names of the 81 neighborhoods that have greater than 10% that are rental properties.
5. List of addresses of all the households in Fishers that are rental properties.
6. List of the addresses and type of violations making up the 33% of code enforcement issues. Also, what period of time were these statistics drawn from?
7. List of the addresses and type/nature of police calls making up the 17% of police calls. Also, what period of time were these statistics drawn from?

Thank you for directing your staff to supply me this information which I did receive and have reviewed in detail.

Fishers Town Council Work Session 1/13/25 and the 2025 State of the City Address

In the past few weeks, I have also listened to the 01/13/25 Fishers Town Council work session and the State of the City address regarding the 10% rental cap and rental registration you plan to propose. Based off of my review of the data your staff has supplied and listening to your most recent stance, I will share some helpful data for you to review along with my questions and concerns. I will also share my recommendations to help address your concerns and at the same time minimize the negative unintended consequences for all Fishers residents.

Overall, I continue to believe the 10% rental cap and rental registration would be an extreme heavy-handed overreach by the City of Fishers as well as an infringement on every Fishers property owners' rights. Taking away property rights from all Fishers homeowners should not be taken lightly. All residents

should be educated on what this means and provided examples of how this could adversely effect them. From what I have heard from you so far, your communications to the town council and residents have all been about the "positives" of what this proposal will achieve which is a disservice. I believe you need to do more research and communicate to the residents and the city council both the pro's and con's on this new proposed legislation. This letter will provide to you this information and I respectfully request that you share this with all residents of Fishers and to the City Council.

Let's start with providing you with some valuable data that show trends of the sales and leasing real estate market in Fishers. As a Licensed Realtor and member of the MIBOR REALTOR® Association, Inc., I have access to the BLC (Broker Listing Cooperative) which allows me to access sales and leasing data. Please review the summary data that I have obtained from the BLC as follows:

Single Family Homes Sales (includes detached homes, condo's, and townhomes)

As you can see below, the average sales price of a home in Fishers increased by 66.1% over the past 6 years. This compares to a national average of 63.2%. A large driver of this increase was from 2020-2022 which saw days on the market (DOM) cut in half to 14-15 days partially caused by a large number of out of state institutional investors buying up homes. Currently, the DOM is getting back to normal as the investors demand has dried up as a result of higher prices, higher property taxes, and higher interest rates. This is supported by my cash flow analysis of 4 sample rental properties below showing it is impossible to buy a home in Fishers with positive cash flow. Also, note the drop off in quantity of homes sold over the past 3 years. This is partially driven by current home owners being locked in very low interest rates that they may never see again in our lifetime. Families are having a hard time wanting to sell their home to upgrade as they will lose their low interest rate and will instead have to pay a rate 2 to 3 times what they are currently paying. Also, home values have appreciated significantly making it more difficult for homeowners to upgrade to a larger home.

Year(1)	Avg Sales Price(2)	Avg Sales Price Inc	Quantity
Days on Market			
2024	\$505,000	7.9%	1,538
2023	\$468,000	4.5%	1,382
2022	\$448,000	12.3%	1,739
2021	\$399,000	13.7%	2,129
2020	\$351,000	11.4%	2,289

2019\$315,0003.6%2,16540
 2018\$304,0002,10742
 66.1% Total over 6 years
 63.2% National avg for 6 year (3)

- (1)Feb 7 - Feb 6 (i.e. 2024 is 2/7/24 - 2/6/25)
 (2)Rounded to \$1,000
 (3)Obtained from House Price Index for the United States
 (<https://fred.stlouisfed.org/series/USSTHPI>) from 7/2018 - 7/20/24

Detached Single Family Home Leases

As you can see, rental rates for detached single family homes have increased 35.9% over the past 6 years which was forced upon landlords with the unprecedented increase in the Hamilton County property taxes. Landlords are not able to file homestead exemptions, thus are required to pay double of what an owner-occupied owner pays. Unfortunately, these increases get passed on to tenants which further hurts Fishers with reducing affordable rental housing for it's residents. For new homes purchased to lease, the rental rates were forced up due to the increased purchase price and higher interest rates. Overall, lease rates are based on supply and demand but in some cases landlords are forced to raise their prices when their expenses go up.

Year(1)	Avg Mo Lease	Avg Mo Lease Inc	Quantity	Days on Market
2024	\$2,2391.3%	131	31	
2023	\$2,2103.2%	194	39	
2022	\$2,14111.8%	207	29	
2021	\$1,9156.7%	189	21	
2020	\$1,7954.8%	224	24	
2019	\$1,7123.9%	291	34	
2018	\$1,648	309	39	
	35.9% Total over 6 years			

- (1)Feb 7 - Feb 6 (i.e. 2024 is 2/7/24 - 2/7/25)

Townhome & Condo Leases

Rental rates for detached single family homes have increased 46.9% over the past 6 years. The days on the market the past 2 years has suffered most likely due to the Fishers effort to move it's residents out of single family homes and into apartments.

Year(1)	Avg Mo Lease	Avg Mo Lease Inc	Quantity	Days on Market
2024	\$2,115	1.0%	104	62
2023	\$2,095	2.3%	74	43
2022	\$2,048	4.8%	106	31
2021	\$1,954	21.1%	83	29
2020	\$1,614	10.7%	78	35
2019	\$1,458	1.3%	62	35
2018	\$1,440		46	46
46.9% Total over 6 years				

1. Feb 7 - Feb 6 (i.e. 2024 is 2/7/24 - 2/7/25)

Estimated Cash Flow Analysis on Home Purchases - 4 Sample Rental Properties

I have selected a sampling of rental properties in Fishers to show the negative cash flow an investor would experience if they purchased a home to lease in Fishers now. I have selected a large 4 bedroom with a basement in a golf course community, standard 4 bedroom on slab with over 3,000 sq ft, 3 bedroom ranch with \$1,500 sq ft on slab, and a 3 bedroom townhome. Every single one shows a significant negative cash flow which is evidence of the major drop of investors currently buying homes in Fishers. I have asked many realtors in Fishers if they are seeing investors buying homes in the area and bidding up the homes like what was occurring year ago and all said no. Many of the realtors communicated to me that they are not purchasing as they cannot find a property that will cash flow. They also communicated that some of their investors are starting to take their profits by selling some of their inventory. I too have experienced this with some of my clients. A few that recently purchased properties are not able to cash flow them giving the increased expenses (i.e. skyrocketing property taxes which are double what an owner occupied owner pays) so are selling a few of them. This sell off alone without a 10% cap will start to reduce rental inventory and drive up rental rates.

Grey Eagle, 4BR, 4,316 Sq Ft, Fin basement

\$570,000 Estimate Purchase Price

\$114,000 □20%□ Down Payment □
 \$456,000 □ 1st Mtg Beginning Balance □
 □□□
 \$3,500 □ Monthly Rent □
 □□□
 \$3,346 □8.00%□ Principal & Interest, 30 yr fixed 8% Interest Rate □
 \$807 □ Property Tax □
 \$138 □ Property Insurance □
 \$46 □ HOA □□
 \$400 □ Property Management Fees □
 \$400 □ R&M □□
 \$5,136 □ Total Monthly Cash Outflow □
 □□□
 \$(1,636)□ Monthly Net Income (Loss) □

Sand Creek Farms - 4BR, 3,083 sq ft, slab

□□□
 \$385,000 □ Estimate Purchase Price □
 \$77,000 □20%□ Down Payment □
 \$308,000 □ 1st Mtg Beginning Balance □
 □□□
 □□□
 \$2,500 □ Monthly Rent □
 □□□
 \$2,260 □8.00%□ Principal & Interest, 30 yr fixed 8% Interest Rate □
 \$536 □ Property Tax □
 \$94 □ Property Insurance □
 \$38 □ HOA □□
 \$300 □ Property Management Fees □
 \$275 □ R&M □□
 \$3,502 □ Total Monthly Cash Outflow □
 □□□
 \$(1,002)□ Monthly Net Income (Loss) □

Limestone Springs, 3BR Ranch, 1578 Sq Ft

□□□
 \$300,000 □ Estimate Purchase Price □
 \$60,000 □20%□ Down Payment □
 \$240,000 □ 1st Mtg Beginning Balance □
 □□□
 □□□
 \$1,900 □ Monthly Rent □
 □□□
 \$1,761 □8.00%□ Principal & Interest, 30 yr fixed Interest Rate, 8% □
 \$309 □ Property Tax □

\$63 □ Property Insurance □
 \$56 □ HOA □□
 \$240 □ Property Management Fees □
 \$200 □ R&M □□
 \$2,629 □ Total Monthly Cash Outflow □
 □□□
 \$(729)□ Monthly Net Income (Loss)□

Avalon of Fishers Townhomes, 3BR, 1320 Sq Ft

□□□
 \$275,000 □ Estimate Purchase Price □
 \$55,000 □20%□ Down Payment □
 \$220,000 □ 1st Mtg Beginning Balance □
 □□□
 \$1,975 □ Monthly Rent □
 □□□
 \$1,614 □8.00%□ Principal & Interest, 30 yr fixed 8% Interest Rate □
 \$384 □ Property Tax □
 \$75 □ Property Insurance □
 \$204 □ HOA □□
 \$247 □ Property Management Fees □
 \$200 □ R&M □□
 \$2,724 □ Total Monthly Cash Outflow □
 □□□
 \$(749)□ Monthly Net Income (Loss) □

Estimated Cash Flow for Self-Managed Rental Property (Home Purchased in 2020 with 30 Year Fixed Mortgage with 3% Interest Rate)

Now, let's take one of the 4 properties and assume it was purchased by an owner occupied resident in 2020 with 20% down and paying 3% interest on a 30 year fixed mortgage. As you can see below, these Fishers homeowners are sitting on a goldmine! Many of these homeowners are wanting to upgrade to a larger home but do not want to give up their low interest rate mortgage which may never be available again in their lifetime. If they turned their home into a rental property, they would have a \$22k annual return which would be 59.5% annual return on investment! With the 10% rental cap, many of these homeowners will not be able to take advantage of this once in a lifetime opportunity.

Limestone Springs, 3BR Ranch, 1578 Sq Ft

□□

\$185,000 □ Est Purchase Price in 2020 (Based off of 48.7 % from 2020 to 2024, current value is \$275,000)

\$37,000 □20%□ Down Payment

\$148,000 □ 1st Mtg Beginning Balance

□□

□□

\$1,900 □ Monthly Rent

□□

\$624 □3.00%□Principal & Interest, 30 yr fixed Interest Rate, 3%

\$309 □ Property Tax

\$63 □ Property Insurance

\$56 □ HOA □

\$200 □ R&M □

\$,1,352 □ Total Monthly Cash Outflow

□□

\$548□ Monthly Net Income (Loss)

X12 mo

\$6,576 Annual Net Income (1)

\$4,440 Annual principal payments of mortgage

\$11,000□ Estimated Annual appreciation of home (4%)□

\$22,016 □ Total Annual Return

59.5% Annual Return on investment (20% down payment)

(1)□ In many cases, a majority of this income is not taxable due to the tax depreciation deduction (check with your CPA).

My 5 Recommendations

Based off of my research, long experience with the Fishers real estate market, and business experience, here are my suggestions on how to address the issues we have in the community.

1.□ Code Enforcement. You communicated in your November 17, 2022 state of the city address that 10% of single-family homes were made up of rentals but 33% of code enforcement calls were coming from single-family rental homes. Placing a 10% cap on rental properties will simply move these residents from a single-family home (detached, townhome, and condo) to multi-family apartments. The 10% cap will not solve the problem rather move the violations to the apartments. The problem needs to be addressed by communication with the respective HOA's for them to handle. In cases where the HOA's are unable to rectify the situation, the City needs to enact stricter code enforcement laws and enforce them swiftly. The code enforcement data you supplied to me for 11/1/21-10/31/22 shows the following:

45.7% □High grass & weeds
40.8% □Report property issues
13.5% □Code enforcement investigations

Based off this, I would suggest having stricter code enforcement for both owner occupied and non-owner occupied homes to include the following:

- a.□ Maximum fines for non-compliance which cover cost of Fishers having to enforce.
- b.□Give owner reasonable time to remedy. If they don't, then enact laws allowing Fishers to have it's own employees or subcontractors such as mowing crews to take care of the violations and charge the owner for these services.
- c.□If owner doesn't pay, then place a lien on the property.
- d.□If violations continue to re-occur and fines are not paid, create legislation allowing city to foreclosure on the property, if needed.

Also, I would suggest reviewing the data of violations to see if a majority of them are coming from a handful of the larger investors. If this is the case, I would focus my efforts in forcing these owners to comply with heavy fines, charging them to have city remedy if they refuse, and lien the properties if they refuse to pay. These acts should get the attention of these investors who may decide to limit their future investment in the community given the fines. Also, provide local Realtors with a summary of these increased code enforcement rules sending a message to Realtors and future buyers that Fishers means business in enforcing its codes and owners will pay dearly if they don't comply.

2.□ Police Calls. You communicated in your November 17, 2022 state of the city address that 10% of single-family homes were made up of rentals but 17% of police calls where coming from single family rental homes. Placing a 10% cap of rental properties will simply move these residents from single-family homes (detached, townhome, and condo) to the city apartments. The city is receiving double the tax revenue from rental homes vs. owner occupied homes and the amount of calls are less then double so I don't see any issues here from an excessive burden on city resources. I would be curious to know what percentage of police calls come from multi-family apartments and how that compares to single family rental homes.

3.□ Rental Registration. A rental registration was recommended in the 117 page Housing Needs Analysis & Strategy for the City of Fishers, dated 1/10/2022 prepared by Urban Partners, <https://fishersin.gov/wp-content/uploads/2024/01/Fishers-Housing->

Market-Analysis-Draft-Final-2.pdf. This same report provided 4 strategies. Strategy #3 was to maintain a high-quality rental housing stock which I have provided in detail below:

Strategy #1: Encourage development of a variety of senior housing units

Strategy #2: Encourage development of housing types to attract and retain young adults

Strategy #3: Maintain a high-quality rental housing stock

Key findings:

- Thirty percent of all rental units in Fishers are single-family homes.
- Increasing numbers of national single-family rental companies and out-of-town investors are managing rental operations in Fishers.
- From 2020 to 2040, considerable percentage of older single-family homes that are currently owner-occupied will filter to renter status.

Policy recommendations:

- 3.1. Initiate a rental registration program to ensure code compliance and proper tenant protection.
- 3.2. Maintain a real-time inventory of rental homes along with key property information (such as name of the owner, current mailing address, history of violations, etc.).
- 3.3. Evaluate the feasibility of instituting an incentive to de-convert single-family rentals into homeownership (e.g., a tax abatement for older homes requiring a minimum monetary threshold in repairs that may be jointly marketed and administered with a grant program for home repairs for owner occupied homes).

Strategy #4: Consideration of Affordable Housing

It sounds like the city is having difficulty getting ahold of the owners of the properties when code violations occur, especially with out of state institutional investors. The city of Indianapolis attempted to have a registration process without success. Rather than create more bureaucracy in Fishers, my suggestion is to first have the HOA deal with it. Second, would be to get ahold of the property owner by searching in MIBOR and your database to find out who the property manager is. The respective property management companies represent the property owner so that would be the best way to get ahold of the owner in an effort

toward having the owner abide by the Fishers codes. When property owners and property managers don't cooperate, have strong code enforcement laws that allow the city to charge heavy fines and rectify the violation and charge back the owner as suggested above. This can all be done without a rental registry process which will add additional costs and taxpayer dollars to administer.

4.□Encourage Fishers Homeowners with Low Interest Rate to Rent. I share your concern that 47% of investors are out of state and can be improved upon by encouraging its current residents to become investors and enrich themselves vs. enriching wall street, out of state investors, and the multi-family apartments that Fishers has built. It is only right for the mayor to look out for its residents by helping them to thrive financially and help protect their home investment. Enacting a 10% rental cap will not protect their home investment and will not help them financially. Homeowners with a low interest rate wanting to move into a larger home in Fishers should be encouraged to rent their home. If they sell their home, they would be giving up what could be a once in a lifetime low interest loan which would enable them to have a great income producing asset. It will also help rebalance so we have a higher percentage of local and in-state investors vs. out of state institutional investors. I would also suggest you create an initiative by bringing in local property managers which could help them through this process. This will also help fulfill Strategy #3: Maintain a high-quality rental housing stock communicated above. Helping increase and maintain a high-quality rental housing stock will be good for the city and it's residents in keeping rental rates affordable.

5.□NO 10% Rental Cap for each neighborhood! As you can see above, the Housing Needs Analysis & Strategy for the City of Fishers report, did NOT recommend a rental cap. A 10% rental cap would cause the following issues:

- a.□Rental rates would skyrocket with reduced supply. This goes against Strategy #3 of the housing study.
- b.□As you communicated at the 1/13/25 work session, demand for home purchases will reduce. This will cause a negative impact on future appreciation. Over the past 6 years, Fishers home values have increased 66.1% in value, right in line with the national average for the same period of 63.2%. Fishers homeowners do not want their property values to go down by limiting the demand for their home.
- c.□Current Fishers homeowners in one of the fifty (50) neighborhoods with 10% or more rentals will not be permitted to lease their home. In a down market or with a loss of a job,

homeowners need to have the ability to lease their home vs. be forced to sell or be forced into foreclosure.

d. Current Fishers homeowners who have very low fixed rate mortgage rates will be forced to stay in their house vs. upgrading to a larger home. If they were able to rent their home, which would be extremely profitable for them in most cases, they could obtain a home equity loan if needed to place as a down payment on a larger home in Fishers and then rent out their home. In over fifty (50) neighborhoods, this would be illegal.

A rental cap takes away the property rights of every Fishers resident and will hurt all Fishers residents. Not allowing the free market comes with consequences. If the 10% cap goes into effect, rental rates will skyrocket and then you will have Fishers residents demanding for rental rate caps. Rental rate caps would cause a mass sell off by investors as they would not be able to make a profit which would plummet home values. Remember, messing with the free markets causes unintended consequences!

Information Requests and Questions

Thank you again for supplying me with the requested information. Now that I have been able to review the data, I have more questions for you. I look forward to your responses.

1. Do you have any direct or indirect ownership of multi-family homes in Fishers? If so, please provide name of companies and % ownership. I just wanted to rule out any financial incentives you may have with taking away the property rights of its residents. This 10% cap will enrich me as a property owner, wall-street, and the owner of the vast number of multi-family apartments you are having built in the city at the expense of Fishers residents who will be paying much higher monthly rents and the Fishers residents who will not be allowed to lease their home.
2. Do any of the Fishers Council members have any direct or indirect ownership of multi-family homes in Fishers? If so, please provide names of the companies and % ownership.
3. In the past 5 years, have multi-family apartments been given property tax abatements? If so, please provide names of each company and total abatements by year.
4. In the past 5 years, please provide total dollars of political campaign contributions made to your election campaign made by individuals and corporations who own or support the multi-family home developers and multi-family home owners in Fishers.
5. Over the past 5 years, did Fishers reach out to multi-family apartment investors to urge them to build the multitude of apartments in Fishers or did Fishers reach out and give them incentives to do so?

6. What vested interest do you, the City Council, and City of Fishers have in helping the multi-family apartment investors fill their units up with tenants?
7. What is the current number of apartment units in Fishers and what is the percentage of vacancy? Also, how many additional units have been approved and/or are under construction?
8. To date, please provide a breakdown of expenditures that Fishers has incurred on the 10% rental cap & registration project including number of Fishers employees with their total wages, cost of new software, legal counsel, etc.
9. Please provide an estimated itemized annual budget showing the costs to the city as a result of these new laws in staffing, legal fees, software, etc.
10. Please summarize what you have done over the last several years to first understand and communicate to Fishers residents the unintended consequence of a rental cap that you are proposing in Fishers and what you have strongly suggested to all the HOA's throughout Fishers. Why are you waiting until after passing the law (see your next steps from 1/13/25 town council work session meeting) to engage with stakeholders? MIBOR met with you a few years ago about this and have voiced their concerns but at that time you told them it was too early to have discussions. I have also asked in writing to be involved and have had zero requests from you or your office for input.
11. Please allow me and all residents of Fishers access to the software that was recently purchased to gain access to the data you are using to come up with addresses of homes that are rental properties, who owns them, etc.
12. What is the percentage of Fishers residents living in multi-family apartments (not single family homes including detached, townhomes, and condos) compared to the total of all Fishers rental residents and what is the percentage of police calls and code violation calls to multi-family apartments?
13. Have you consulted with a real estate economist to be provided with data to share with the city council and homeowners of how instituting this 10% cap on every neighborhood in Fishers and the lower HOA caps that you recommended to many HOA's to implement, will effect home values, rental rates, supply and demand of homes for sale, supply and demand for rental homes in the future, and other unintended consequences?
14. The information your staff provided me on March 9, 2023 including the addresses of 3,304 Fishers rental properties, indicated 81 neighborhoods have more than 10% of rentals. Per the data shared to the City Council at the 1/13/25 work session (<https://www.youtube.com/watch?v=aBmj1hjZ-yA>), you stated that there are only 2,522 single family rent homes in Fishers and only 50 neighborhoods had over 10% of rentals. From March 9, 2023 to January 13, 2025, that would be a 782 home drop (23.6%) in total rentals. At the beginning of the work session, it

was communicated by your staff that single family rentals are still increasing in Fishers. Can you please help explain what I am missing?

15. You communicated in the January 13, 2025 work session that entrepreneur investors can still buy homes in Fishers and own 15 homes but not all in the same neighborhood. That is a true statement but if you are successful with this 10% cap, most all of the neighborhoods that would have a chance of being a worthwhile investment already have more than 10% of the homes being rented. Have you sat down with local entrepreneurs and/or property manager to understand the rental business prior to spending years scaring Fishers Residents and HOA's into supporting rental caps without knowing all the pros and cons?

16. I have kids and clients kids who would like to buy their first home in Fishers and then upgrade to a larger home in a few years and keep their first home to rent. This is a way many build wealth, as I learned by reading the book Rich Dad Poor Dad. This will be next to impossible in Fishers if this law passes as the good investment neighborhoods have already hit the 10% cap. Are you ok with these kids who love Fishers, graduated from HSE, and are well-educated will be forced to live outside of Fishers as you have made it impossible to live out their dreams?

17. Homebuilders such as Pulte and Lennar build many single family townhomes and condos in Fishers and rely on a certain percentage of the buyers to be investors. What do you say to those builders when they are unable to sell their units as a result of the 10% rental cap thus causing them to no longer be interested in building more townhomes and condos as they will not sell fast enough and they will not hold their value as well?

18. You spent a lot of time scaring the residents of Britton Falls (Del Webb) telling them that they need to put a rental cap in their neighborhood. They spent much time and effort as well as spent a lot of the HOA's money to work up an amendment for a rental cap vote. Since the residents were only communicated by you and the HOA the pro's of the cap, they were mostly all for it and ready to vote yes. After I reviewed the proposed amendment and communicated the con's of the proposal to the homeowners, the HOA board immediately pulled the amendment from a vote. Just like I did with the residents of the Britton Falls residents, are you going to be transparent with the city council member and the members of Fishers regarding the con's to your 10% rental cap proposal?

19. Have you thought about why no other city in Indiana has a rental cap? Government has no business limiting the free market. This is something I could see done in New York or California, NOT Fishers, Indiana. Just recently California made a law to limit the free market by capping homeowners insurance rates. The insurance companies could not make money so they exited the market leaving homeowners with no insurance and their homes

burned to the ground, uninsured. This was caused by the government trying to put controls on the free market. Do you think this 10% cap will not cause similar unintended consequences?

20. Placing a 10% rental cap is an indirect way of "red lining" Fishers from providing affordable rental apartments and single family homes. This cap will increase rental rates across the board enriching the owners of the multi-family apartment owners at the expense of the prospective rental residents wanting to live in Fishers. This will not help with Strategy #4: Consideration of Affordable Housing. Are you more interested in enriching the multi-family apartment owners than helping the prospective tenants ability to live in Fishers?

21. Many professionals who live in and around Fishers and desire to live in Fishers do not want to live in an apartment. This 10% Cap will significantly reduce the number of single family homes for lease in Fishers driving up the rental rates significantly thus leading to shortages. Are you OK with losing professionals who want to lease a house in Fishers such as a president of a hospital, college basketball coach, FBI agent, Dentist, VP of large corporation, etc?

22. Have you thought about what will happen if you have the 10% rental cap and the IRS raises the capital gains rate which has been predicted to happen in the near future? Many predict this will cause a mass sell off of rental homes in a short period of time to capture the low capital gains rate. This will significantly reduce rental inventories in Fishers making rental rates even more expensive. It will also could cause depreciation of home values as their may not be enough demand to buy the immediate glut in supply (investors will not be able to purchase with 10% cap).

23. Have you thought about our aging community, especially when they pass away? In many cases, when a person passes away and wills their home to their kids, the timing of the sale is critical. In some cases, they may need to wait a year or two from an income tax standpoint so leasing the property would allow them to delay the sale. Also, a person could pass way during a down market and it would be best to lease the home for a few years until the market recovers. Are you OK forcing these folks to sell their home immediately resulting in a larger than expected tax bill or loss and in some cases forcing them into foreclosure as they may not be able to cash flow for a short time period?

24. You were not the Fishers Mayor during the real estate crash of 2008. At any given time, there were over 100 Fishers homeowners headed into foreclosure, short sale, or bankruptcy with no buyers in sight. For many of them, property managers were able to help them bridge the gap by leasing their home until home values came back around. This saved many homes from going into foreclosure. If your 10% cap goes into effect, what are you going to say to these homeowners where you have made it

illegal for them to cash flow their home?

25.□Home values in the past 6 years appreciated 66.1% in Fishers and 63.2% nationally. This all occurred during the time when investors were buying up homes in Fishers which you did not agree with and said they were outpricing many prospective home owners. In the future, would you prefer that Fishers real estate values increase less than the national average or depreciation by limiting demand with the 10% cap so that people who cannot currently afford to live in Fishers have the ability to buy in Fishers at the expense the current homeowners diminished appreciation?

26.□The average home value in Fishers is \$505,000. You have communicated many times that there are families that cannot afford these prices and you feel they should be given the opportunity to buy in Fishers. Is it your solution to have this 10% rental cap to reduce home values so people can afford to buy in Fishers? If so, what does the average price need to come down to in order for homes to be affordable?

27.□Over the past several years, property tax assessed values have skyrocketed yet the tax rate was not reduced proportionally resulting in unprecedented increases in property tax bills. Landlords pay double of any owner-occupied home so these increases unfortunately are passed on to the tenants in the form of increased rental rates. Why have you not reduced the property tax rate proportionally so that the tax bills have modest increases? What is the city doing with all of this extra tax revenue? Wouldn't it be best to give some of this additional revenue back to landlords in the form of property tax abatement to provide more affordable housing? This would also be part of Strategy #4: Consideration of Affordable Housing.

28.□The Indy Star article that was recently written regarding the 10% cap talks about people in Fishers who rent are the ones that cannot afford buying. In most cases this is false. Monthly rental rates are often higher than what a homeowner would pay if they owned (especially if the locked into a low interest rate). This is driven mostly by landlords having to pay double property taxes and being charged a higher interest rate on the mortgage (on average 1% higher rate). Many tenants who lease in Fishers are ones who have relocated recently for a job and want to try out the area for a while before purchasing. Many tenants only lease for 1-2 years and then usually build or buy a home in Fishers. With this new law, new residents who transferred to the area may not want to rent an apartment in Fishers so may be forced to lease a home in a surrounding area. These same individuals may then fall in love with the other community thus not buying their home in Fishers. Fishers loses in this case! Are you ok with this?

29.□If over 10% cap, are you going to make it illegal to rent homes owned by an estate or trust that leases them to relatives, friends, or family members? I am aware this is common, especially for

our seniors.

30.□Homes purchased by large out of state investors has slowed significantly since values and interest rates have increased. What you are trying to control and limit has already happened. This new law will only hurt existing homeowners by having less buyers that will depress prices. Does your data support that investors are still buying heavily in Fishers and outbidding owner-occupied buyers? My data and consensus on the street is that this is not the case (the ship has sailed).

31.□What do you say to the Lilly or Roche professional who is assigned to work our out of the country for a few years when you force them to sell their house as it will be illegal for them to lease it while they are gone? They will be forced to sell the home as they will not be able to cash flow it and then most likely will decide to relocate in a surrounding community that doesn't have such laws.

32.□If the 10% cap is passed, you will lose property tax revenue from investor properties as they pay double of an owner occupied owner. Isn't the city going to need to find ways to increase tax revenues with the Governors proposal to reduce property tax bills for all?

33.□What is MIBOR's position on your rental cap, what do they estimate will be results of the cap, and have they supplied you with data supporting what this cap will do to the Fishers real estate market? My understanding is that they are against your proposed rental cap.

34.□Rental rates in Fishers across the board will skyrocket as a result of this 10% cap. Many of the higher-end communities in Fishers that have a very low percentage of rentals will then become desirable for investors with the increased rental rates. This 10% cap will reduce the number of lower priced rentals but will increase the number of higher price homes as investors will be able to buy homes in communities that have less than 10% of rentals so long as the HOA hasn't already created a lower cap. It is your desire to shift the investors new purchases to the higher priced neighborhoods?

35.□I would estimate that many of code enforcement violations and police calls are coming from a few of the large institutional investors that manage their own properties and/or use ineffective property managers. Please provide a breakdown of the code enforcement violations and police calls showing who owns each of the properties to see if a majority of these issues are from a small number of investors. This would be valuable information so that Fishers could focus their efforts on first going after the large companies with heavy fines that are causing a majority of the issues.

I am extremely concerned about the renter registration,

permitting, and 10% rental cap you are proposing for our community. As I communicated over 2 years ago, I would like to be involved in these discussions from a resident, real estate investor, and owner of a Real Estate Brokers firm in Fishers. To date, I have not been asked for input. It appears you are writing the law without first gaining knowledge from the industry experts.

Thank you for your time. I look forward to hearing from you soon.

Best Regards,

Stephen Ladig
Fishers Homeowner

**Would you like to receive email
communications and updates
from the City of Fishers?** Yes
