BOARD/COMMISSION: City Council
DATE: 3/17/2025
DIRECTIONS: Fishers Muncipal 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

2. Announcements

3. Proclamations

Disability Awareness Month Proclamation - Video

4. Presentations

a. Service Awards 25 years: Dennis (Scott) Zelhart

b. Service Awards 20 years: Justin Mattox, Jeff Hague, Rob Demlow

5. Council Committee Reports

a. Finance Committee Report

Finance Committee Meeting Report

6. Department Reports

a. Health Department Report

Health Department Report

7. Consent Agenda

a. Request to approve the previous meeting minutes for Fishers City Council - February 24, 2024

Minutes - 02-24-2025

b. R031725 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

City Funds Transfers - Council Action Form - R031725

City Funds Transfers - Exhibit A - R031725

City Funds Transfers - Resolution - R031725

Signed Adoption - City Funds Transfers - Resolution - R031725

c. R031725A - Request to Approve Field Use Rental Agreement (Holland Park).

Amendment to Chapter 96 - Rental Agreement - CAF - R031725A

Amendment to Chapter 96 - Rental Agreement - Resolution - R031725A

Signed Adoption - Amendment to Chapter 96 - Rental Agreement - Resolution - R031725A

Regular Agenda - Budget/Financial

8. 031725 - An Ordinance Authorizing the Issuance of the City of Fishers Senior Taxable Economic Development Revenue Bonds, Series 2025 and Authorizing and Approving Other Actions in Respect Thereto (Union Project) – **1st Reading**

Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) - Council Action Form - 031725

Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) - Exhibit A Form of Trust Indenture - 031725

Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) - Exhibit B Form of Loan Agreement - 031725

Senior Taxable Economic Development Revenue Bonds, Series 2025 - Union Project - Ordinance - 031725

9. 031725D – An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions In Respect Thereto**: - 1st Reading**

2025 Amendment to Bond Ordinance - Andretti Project - Council Action Form - 031725D

2025 Amendment to Bond Ordinance - Andretti Project - Ordinance - 031725D

Regular Agenda - Economic Development

10. R031725B - Resolution Approving Third Amendment To Project Agreement (Andretti)

Andretti PA - 3rd Amendment - CAF - R031725B

Andretti PA - 3rd Amendment - Exhibit A - Amendment - R031725B

Andretti PA - 3rd Amendment - Resolution - R031725B

Signed Adoption - Andretti PA - 3rd Amendment - Resolution - R031725B

Regular Agenda - Government/Miscellaneous

11. 022425E - Request to Approve Creation and Addition of Section 35.60 to the City of Fishers Code of Ordinances (Public Records Request) – **2nd 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

Signed Adoption - Request to Add Section 35.60 to Code of Ord - Public Records - Ordinance - 022425E

12. 022425 - Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule) - **2nd Reading**

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

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

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

13. 031725A - Request to Approve an Amendment to Chapter 96 of the City of Fishers Code of Ordinances (Athletic Fields) - **1st Reading**

Amendment to Chapter 96 - Athletic Fields - CAF- 031725A

Amendment to Chapter 96 - Athletic Fields - Ordinance - 031725A

Signed Adoption - Amendment to Chapter 96 - Athletic Fields - Ordinance - 031725A

Regular Agenda - Planning & Zoning

14. 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) - **Final Reading**

Hidden Oaks Rezone - RZ-25-2 - CAF - 022425C

Hidden Oaks Rezone- RZ-25-2 - Staff Report - 022425C

Hidden Oaks Rezone - RZ-25-2 - Petitioner's Packet - 022425C

Hidden Oaks Rezone - RZ-25-2 - Ordinance - 022425C

Signed Adoption - Hidden Oaks Rezone - RZ-25-2 - Ordinance - 022425C

15. 031725B – Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Low Impact Commercial zoning. (RZ-25-3) - **1st Reading**

C-Low Rezone - 13042 E 116th St - Council Action Form - 031725B

C-Low Rezone - 13042 E 116th St - Petitioners Packet - 031725B

C-Low Rezone - 13042 E 116th St - Draft Ordinance - 031725B

16. 031725C – Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 4, 6, and 8 (TA-25-3) - **1st Reading**

UDO Text Amendment - Council Action Form - 031725C - First Reading

UDO Text Amendment - Exhibit A - Chapter 4 - 031725C - First Reading

UDO Text Amendment - Exhibit B - Chapter 6 - 031725C - First Reading

UDO Text Amendment - Exhibit C - Chapter 8 - 031725C - First Reading

UDO Text Amendment - Draft Ordinance - 031725C - First Reading

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) – **Final Reading**

Fishers 2040 Update - Council Action Form - 022425D

Fishers 2040 Update - Chapter_6_Summary Implementation 2025 Update - 022425D - Final Reading

Fishers 2040 Update - Thoroughfare_Map - 022425D - Final Reading

Fishers 2040 Update - Ordinance - 022425D - Final Reading

Signed Adoption - Fishers 2040 Update - Ordinance - 022425D

18. Regular Items - Any other Unfinished / New Business

19. Regular Items - Community Comment

Online Community Comment Submissions

Community Comments - 02-24-2025

Community Comments - 03-17-2025

20. Regular Items - Meeting Adjournment

Minutes - 03-17-2025

Finance Committee Meeting
Minutes
March 12, 2025

BOARD/COMMISSION: City of Fishers Finance Committee
DATE: 3/12/2025
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**
   - Chairman John Weingardt called the meeting to order at 5:00 p.m.
   - Bill Stuart and John DeLucia were present. Todd Zimmerman and Cecilia Coble were absent. City Clerk Jennifer Kehl and Lisa Bradford were also in attendance.
2. **Announcements**
   - None
3. **Consent Agenda**
   a. Request to review the previous meeting memoranda:
   I. Minutes for **February 19, 2025**
   b. **R031725** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.
   - Bill Stuart made a motion to approve the Consent Agenda. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
4. **RESOLUTIONS:**
   None

5. **ORDINANCES:**
   a. **031725** – An Ordinance of the Common Council of the City of Fishers, Indiana, Authorizing the Issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) and Authorizing and Approving Other Actions in Respect Thereto. **1st Reading**
   - Lisa Bradford gave her presentation to the Finance Committee Members.
   - Bill Stuart made a motion to send ordinance **031725** to the full council for the 1st Reading. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

   b. **031725D** - An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions in Respect Thereto. **1st Reading**
   - Lisa Bradford gave her presentation to the Finance Committee Members.

- Bill Stuart made a motion to send ordinance **031725D** to the full council for the 1st Reading. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Regular Items

6. Any other Unfinished / New Business
   None
7. 2024 Financial Update
   - Lisa Bradford gave a brief update on the status of the 2024 city finances.
8. Meeting Adjournment
   - Bill Stuard made a motion to adjourn the meeting. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed. The meeting was adjourned at 5:15 p.m.

Respectfully Submitted,

Jennifer L. Keh
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
John P. DeLucia, Committee Member
Bill Stuart, Committee Member
Todd Zimmerman, Committee Member

Meeting Date: 3/12/2025

RESOLUTIONS

1. **R031725 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

ORDINANCES

2. **031725 – An Ordinance of the Common Council of the City of Fishers, Indiana, Authorizing the Issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) and Authorizing and Approving Other Actions in Respect Thereto. 1st Reading121624A - A Resolution Determining Certain Accounts Uncollectable and Authorizing the City Controller to Void the Outstanding Checks in These Accounts:**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

3. **031725D – An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions In Respect Thereto. 1st Reading**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

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

Fishers Health Department Update – 03/17/2025

Health First Indiana

- HFI information available here https://www.in.gov/healthfirstindiana/your-community-info/.
- Funding for 2026-2027 is dependent on state legislative approval. Current proposal is a reduction of 33%.

Community Health Assessment and Annual Report

- Community Health and Wellbeing Survey pending release. Community Health Steering Committee meeting monthly through December.
- Annual report drafted. Being formatted for publication.

Culture of Health

- Open gyms continue through March 30, 2025, at Fishers Junior High. Follow on social media for more information.
- March Wellness Wander is at Cumberland Park. Focuses on mental health, mindfulness and connection with nature.
- Two triathlons scheduled in Fishers in 2025. May triathlon is family-friendly with relay components. August triathlon is traditional, Olympic style event. Registration now open for Geist Half Marathon.

Core Health Services

- Immunizations & Testing: 195 patients seen in December. Demand for tuberculosis testing decreased (18). Zero COVID-19 and blood lead tests administered. Three blood pressure checks completed
- Reportable conditions managed and monitored for outbreak potential. Cases managed increased slightly, from 70 to 74.
- Three new clinical services launching next quarter – Travel vaccines, sexually transmitted infection testing, and pregnancy testing.

Health Education

- 21 health education sessions offered in January to 2,772 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. Developing requested Sleep Hygiene course for neurodevelopmentally diverse students.
- Second Health Educator co-delivering select current school-based curriculum and developing community offerings on mental health, young adult (18-29) health, and aging health, as well as nutrition across the lifespan.

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 18,548 unique users and 22,628 total sessions. February saw a decline in new users compared to January (from 931 new users to 883). Under 18 users increasing, representing 60% of all users in February. Most common topic centers, resources, and assessments used in February were on anxiety, self-care, and stress.

Environmental Health & Inspections

- Check out the Food Grade and Inspection Dashboard for inspection reports. 2025 grading just started for restaurants. Grades to date: Permanent restaurants (152 A, 6 B, 3 C, and 210 to be graded); Temporary restaurants (1 A, and 3 to be graded); Food trucks (4 A, and 29 to be graded).
- Environmental health inspector 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. February had 116 unique individuals with 156 encounters and 137 referrals to community resources.
- All FPD emergency detentions are automatically referred to social worker. 33 referrals in February.
- Fall prevention program: Increase in requests for services from residents for in-home risk assessments, minor modifications and referrals to reduce risk. Community Health Advocate offering *SteppingOn* in April. Team working with long term care facility to offer fall prevention to all residents.
- Social needs assessment offered daily in clinic to identify barriers to physical, mental, and social well-being. Program offers on-site social work support with referrals to organizations providing assistance with employment, medical access to care, food/housing/financial insecurity, social isolation, and literacy. 20 people completed a needs assessment in January.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and federal agencies, This funding supports: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections, as well as a number of staff positions to conduct those programs and services. Some grants end mid-year (6/30/2025) with significant decreases, primarily due to federal administrative and funding cuts. Immunization grant has been reduced from ~$438K to $19K. No anticipated reductions in Emergency Preparedness funding ($52K). Federally administrated grants we have applied to have been paused.
- In response to significant federal funding program cuts, and anticipated state funding cuts, the department is conducting a budgetary plan review in order to determine how to maneuver through these new challenges, while continuing to offer Fishers residents the same high level of services and support from their health department.
- 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: $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 distributed $150,000 to the HSE Foundation to support Project Hope, allowing 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 .

Open Positions

- Host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Currently interviewing.
- Open positions are posted here: https://www.governmentjobs.com/careers/fishersin and here: https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f .

Fishers City Council
Minutes
February 24, 2025

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BEFORE 12PM ON Monday, February 24, 2025, BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form.

BOARD/COMMISSION: City Council Meeting
DATE: 2/24/2025
DIRECTIONS: City Hall, 1 Municipal Drive, Fishers, IN 46037

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

1. **Meeting Called to Order with the Pledge of Allegiance**
    - President Pete Peterson called the meeting to order at 7:00p.m. Present were Brad DeReamer, Tiffanie Ditlevson, John DeLucia, John Weingardt, Todd Zimmerman, Cecilia Coble, and Bill Stuart. Selina Stoller was absent. Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Hatem Mekky. Jonathan Valenta, Jordin Alexander, Lindsey Bennett, Lisa Bradford, Ross Hilleary, Megan Baumgartner, Ashley Elrod, Chief Ed Gebhart, Chief Ky Ragsdale, Sue and Jack Follmar, RJ Ferdricks, Heather Butz, Lary Harrington, Linda Barron, Kathy Silverman, Claudia Dille, Virginia M. Tate, Chad Hiner, Jocelyn Vare, Mason and Aiden Cochran, Josua Gilbert, Tiffanie Presley, Susie Gooch, Carly Middleton, Mohammad Hague, Maryon Krutsick, Josh Huser, Chris Neal, Scott Roberts, Jan Hinchcliff, Steve Arnold, Tony Lykac, Maya Wenglass, Mike Colby, Ross Rinehardt, Linda Barron, Jonathan Stow, Virginia Tate, and Larry Lannan.
2. **Announcements:**
    - Cecilia Coble reminded everyone that march is Disability Awareness Month. The theme this year is Connected thru Language. The Kickoff meeting is on Monday at 8:00pm in the Municipal Complex Theater.
    - Mayor Scott Fadness announced the passing of the Public Works Director Eric Pethtel. Eric was retiring soon, and plans had been made to appoint Jonathan Valenta as the new Director of Public Works.
3. **Proclamations:**
4. **Presentations:**
    - **a.** Fire Department – IU Health – IU Health representatives presented the firefighters with a Certificate of Accomplishment for their service.
    - **b.** Fishers Junior High - We the People State Champions – Mayor Scott Fadness and President Pete Peterson presented the students with a Certificate of Accomplishment.
    - **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
        - Chief Ed Gebhart swore in the new officers.
    - **d.** Service Award- 25 Years (Ron Sawyer)
        - Jonathan Valenta presented Ron Sawyer with his 25-year service award.
5. **Council Committee Reports**
    - **a.** Finance Committee Report
        - Chairman John Weingardt gave a brief report on the Finance Committee meeting that was held February 19, 2025.
6. **Department Reports**
    - **a.** Health Department Report

7. **Consent Agenda:**
   a. Request to approve the previous meeting minutes from the **January 13, 2025,** City Council meeting.
   b. **R022425** - 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 remonstrance, and all members voted yay. The motion passed.

REGULAR AGENDA

Business/ Financial

8. **R022425A** - Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)
   - Lisa Bradford gave her presentation to the council members.
   - Todd Zimmerman made a motion to approve the resolution **R022425A**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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).
   - Lisa Bradford gave her presentation to the council members.
   - John Weingardt made a motion to approve the resolution **R022425B**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Economic Development

10. **R022425C -** A Request to Approve an Amended and Restated Project Agreement (Union & Crossing)
    - Megan Baumgartner gave her presentation to the council members.
    - John Weingardt made a motion to approve the resolution **R022425C**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

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**
    - Lindsey Bennett gave her presentation to the council members.
    - Pete Peterson opened the meeting for a **Public Hearing**.
    - Josh Huser came forward and thanked the council for a provision to the sewer fees for swimming pools.
    - Pete Peterson closed the **Public Hearing**.
    - Todd Zimmerman made a motion to approve the ordinance **011325**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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**
    - Lindsey Bennett gave her presentation to the city council members,
    - Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425E**.
13. **022425 -** Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule) - **1st Reading**
    - Lindsey Bennett gave her presentation to the city council members,
    - John Weingardt made a motion to have the **1st Reading** on ordinance **022425**.
14. **022425A** - Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **1st Reading**
    - Jordin Alexander gave her presentation to the city council members.

- Bill Stuart asked if there were any state statues for permitting and caps on the percentages of rentals in a neighborhood. Chris Greisl said there is no statues on the percentages of rentals a neighborhood may have. It will be a city ordinance.
- Cecilia Coble asked if the information will be on the city website. Jordin Alexander responded there will be information on the website.
- Tiffanie Ditlevson asked to have the military who get transferred out of the state but want to rent out their home until their tour is done and want to come back to Fishers be allowed to do show.
- Todd Zimmerman asked how the renters and HOA's be contacted.
- Mayor Fadness stated the city will also be in contact with realtors.
- John Weingardt asked to have by next meeting the following: How will this be implemented and who will enforce this.

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**
- Ross Hilleary gave his presentation to the city council members.
- Rex from Pulte Homes gave a brief presentation.
- Brad DeReamer asked what are the setbacks. Rex stated 7'. Brad sked why not 10' Brad would like to see the setbacks be 10'.
- Cecilia Coble would like to see the steps and bathroom be appropriate for wheelchair residents.
- Tiffanie Ditlevson said her clients want 1st floor masters.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425D**.

18. 022425F - Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 1, 3, 5, and 12 (TA-25-2) - **1st Reading**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on ordinance **022425F**.

REGULAR ITEMS

19. Any other Unfinished / New Business
- None

20. Community Comment
- Mike Colby came forward and wanted to say thank you to the fire department and the utilities personnel. He asked if the HOA's can be more restrictive than 10% on rentals. Mayor Fadness said they cannot go below 105, but the HOA's can make that percentage numbers.
- Chris Neal, President of Sandcreek Woods wanted to know what can be done about parking on the streets, reducing speed, and snow removal. He also wanted to thank the city for a great job with the trash service. He asked the city to have some reserve dollars to help.
- Ross Rinehardt came forward. He is excited for the trails, the 2040 plan, and the pedestrian crossing on I69. He would also like to see Public Transit.
- Jocelyn Vare came forward and ask the council to have a live Town Hall meeting for the home rental ordinance to get community input.

21. Meeting Adjournment

- Todd Zimmerman made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The meeting was adjourned at 8:07p.m.

Respectfully Submitted,

Jennifer L. Kehl

Fishers City Clerk.

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: FEBRUARY 24, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Sue + Jack Follmar	Regency-Windsor
2	RJ Fendricks	7411 Northfield Blvd.
3	Heather Butz	Fishers Junior High
4	Tony Shyan	FJH
5	Kurtis McKissick	IU Health
6	Natalie Zyon	IU Health
7	Larry Hartmann	16597 Winter Meadow Dr
8	LINDA BARRON	6368 MANCHESTER DR
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 Vare	12315 Windsor Fort Dr
14	Mason & Aidan Cochran	9850 Boening St
15	Joshua Gilbert	12011 Ridgeiers Blvd 46037
16	Tiffany Presley	12172 Hidden Point Ct 46037
17	Susie Gooch	11223 Red Fox Run Fishers 46037
18	Carly Middleton	13255 Summerwood Lane
19	Mohammad Haque	6350 CREEKVIEW LN, Fishers
20	Maryann Krubick	Resident 14002 Reynolds Dr Fishers IN 46037
21	Josh Hyser	12663 Shakespeare Way
22	Chris Noel	10623 Cedar Dr
23	SCOTT ROBERTS	13441 CHANDELLE LN.
24	Jan Hinchcliff	11018 Knightsbridge Ln
25	[illegible]	7847 [illegible] Pkwy, Fishers
26	Tony Lukac	13932 Wendessa Drive
27	Maura Wenglarz	11310 Harrington 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

a. Request to review the previous meeting memoranda:
   I. Minutes for **January 8, 2025**

b. **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

FISHERS

Tax Increment Financing (“TIF”) DEFINTIONS

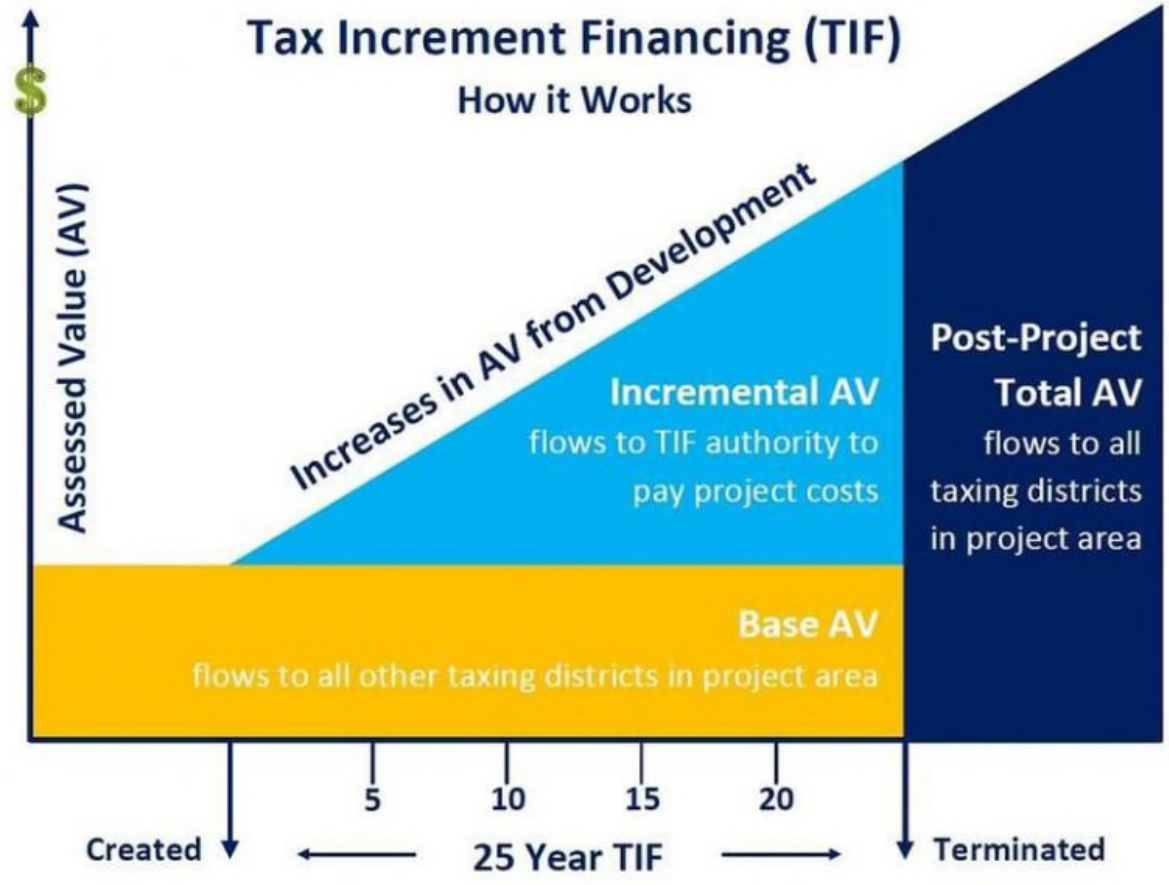
- Tax Increment Financing (“TIF”): A tool which captures new assessed value and property taxes from new development in a designated allocation area. New assessed value is also referred to as incremental assessed value.

- 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

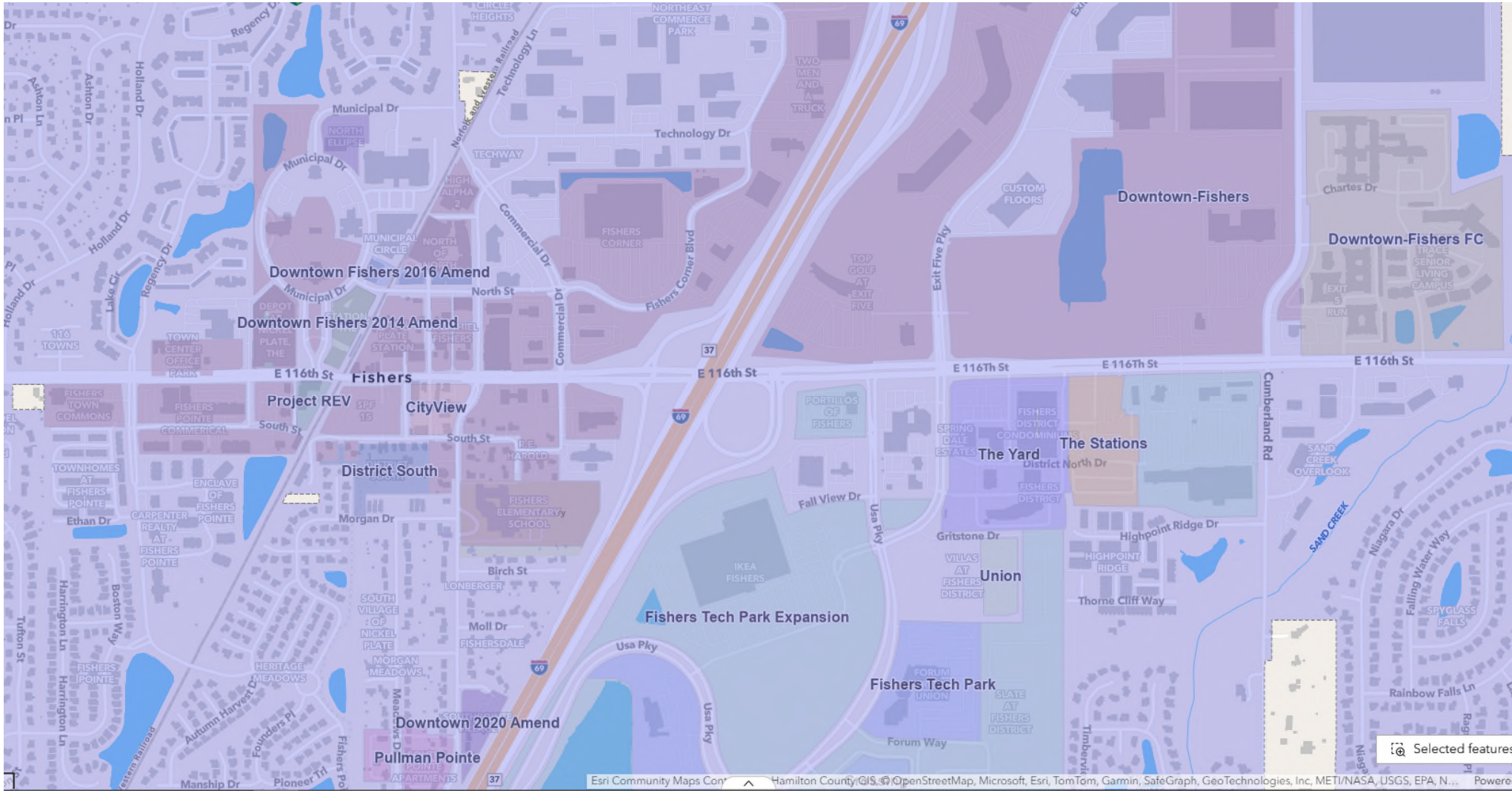
- The General Fund of school district's is not funded by property taxes since the Circuit Breaker law passed in 2008. Revenues for the school general fund are derived from state appropriations and not local property taxes. Annual funding for the school general fund is determined by the State tuition 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	
Taxing Unit	Tax Rate	Pre-TIF Taxes Collected	Post-TIF Taxes Collected	Change in Tax Revenue
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
	173,180,000
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
	48,525,000
Total TIF Debt	221,705,000
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
	42,446,064

(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:**
   - [x] 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)
   - [x] 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:**
   - [x] 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 Billericay 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.

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

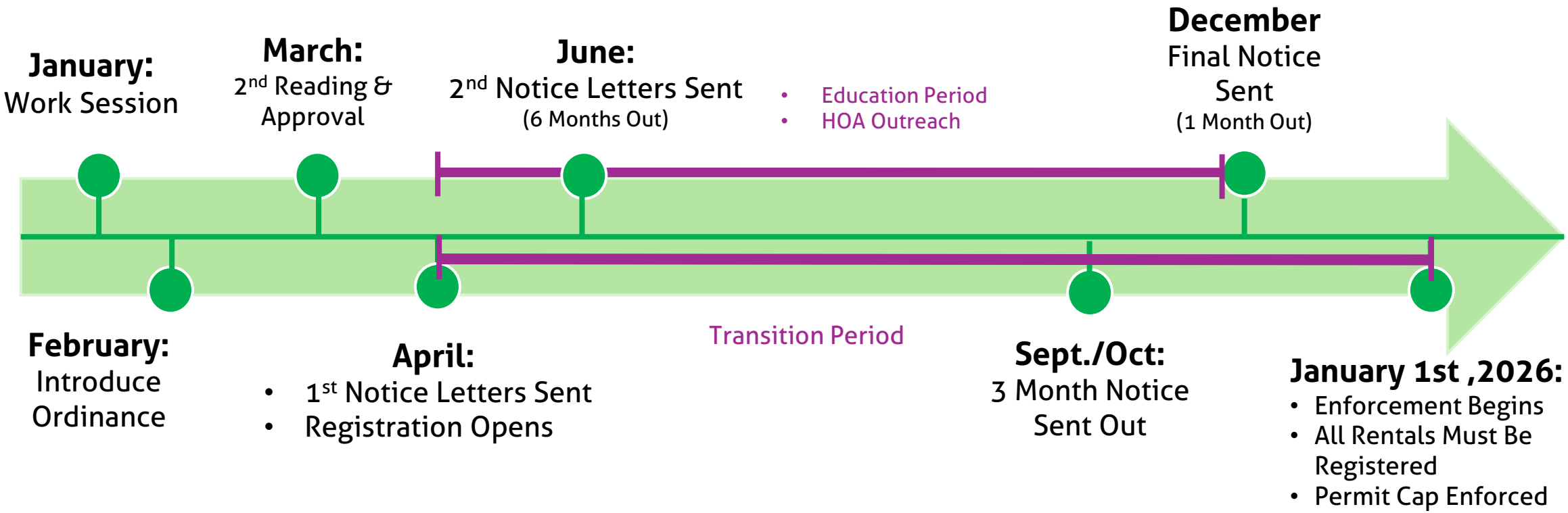
Application Requirements

- 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



Fishers City Council
Minutes
February 24, 2025

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BEFORE 12PM ON Monday, February 24, 2025, BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form.

BOARD/COMMISSION: City Council Meeting
DATE: 2/24/2025
DIRECTIONS: City Hall, 1 Municipal Drive, Fishers, IN 46037

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

1. **Meeting Called to Order with the Pledge of Allegiance**
    - President Pete Peterson called the meeting to order at 7:00p.m. Present were Brad DeReamer, Tiffanie Ditlevson, John DeLucia, John Weingardt, Todd Zimmerman, Cecilia Coble, and Bill Stuart. Selina Stoller was absent. Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Hatem Mekky. Jonathan Valenta, Jordin Alexander, Lindsey Bennett, Lisa Bradford, Ross Hilleary, Megan Baumgartner, Ashley Elrod, Chief Ed Gebhart, Chief Ky Ragsdale, Sue and Jack Follmar, RJ Ferdricks, Heather Butz, Lary Harrington, Linda Barron, Kathy Silverman, Claudia Dille, Virginia M. Tate, Chad Hiner, Jocelyn Vare, Mason and Aiden Cochran, Josua Gilbert, Tiffanie Presley, Susie Gooch, Carly Middleton, Mohammad Hague, Maryon Krutsick, Josh Huser, Chris Neal, Scott Roberts, Jan Hinchcliff, Steve Arnold, Tony Lykac, Maya Wenglass, Mike Colby, Ross Rinehardt, Linda Barron, Jonathan Stow, Virginia Tate, and Larry Lannan.
2. **Announcements:**
    - Cecilia Coble reminded everyone that march is Disability Awareness Month. The theme this year is Connected thru Language. The Kickoff meeting is on Monday at 8:00pm in the Municipal Complex Theater.
    - Mayor Scott Fadness announced the passing of the Public Works Director Eric Pethtel. Eric was retiring soon, and plans had been made to appoint Jonathan Valenta as the new Director of Public Works.
3. **Proclamations:**
4. **Presentations:**
    - **a.** Fire Department – IU Health – IU Health representatives presented the firefighters with a Certificate of Accomplishment for their service.
    - **b.** Fishers Junior High - We the People State Champions – Mayor Scott Fadness and President Pete Peterson presented the students with a Certificate of Accomplishment.
    - **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
        - Chief Ed Gebhart swore in the new officers.
    - **d.** Service Award- 25 Years (Ron Sawyer)
        - Jonathan Valenta presented Ron Sawyer with his 25-year service award.
5. **Council Committee Reports**
    - **a.** Finance Committee Report
        - Chairman John Weingardt gave a brief report on the Finance Committee meeting that was held February 19, 2025.
6. **Department Reports**
    - **a.** Health Department Report

7. **Consent Agenda:**
   a. Request to approve the previous meeting minutes from the **January 13, 2025,** City Council meeting.
   b. **R022425** - 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 remonstrance, and all members voted yay. The motion passed.

REGULAR AGENDA

Business/ Financial

8. **R022425A** - Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)
   - Lisa Bradford gave her presentation to the council members.
   - Todd Zimmerman made a motion to approve the resolution **R022425A**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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).
   - Lisa Bradford gave her presentation to the council members.
   - John Weingardt made a motion to approve the resolution **R022425B**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Economic Development

10. **R022425C -** A Request to Approve an Amended and Restated Project Agreement (Union & Crossing)
    - Megan Baumgartner gave her presentation to the council members.
    - John Weingardt made a motion to approve the resolution **R022425C**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

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**
    - Lindsey Bennett gave her presentation to the council members.
    - Pete Peterson opened the meeting for a **Public Hearing**.
    - Josh Huser came forward and thanked the council for a provision to the sewer fees for swimming pools.
    - Pete Peterson closed the **Public Hearing**.
    - Todd Zimmerman made a motion to approve the ordinance **011325**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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**
    - Lindsey Bennett gave her presentation to the city council members,
    - Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425E**.
13. **022425 -** Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule) - **1st Reading**
    - Lindsey Bennett gave her presentation to the city council members,
    - John Weingardt made a motion to have the **1st Reading** on ordinance **022425**.
14. **022425A** - Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **1st Reading**
    - Jordin Alexander gave her presentation to the city council members.

- Bill Stuart asked if there were any state statues for permitting and caps on the percentages of rentals in a neighborhood. Chris Greisl said there is no statues on the percentages of rentals a neighborhood may have. It will be a city ordinance.
- Cecilia Coble asked if the information will be on the city website. Jordin Alexander responded there will be information on the website.
- Tiffanie Ditlevson asked to have the military who get transferred out of the state but want to rent out their home until their tour is done and want to come back to Fishers be allowed to do show.
- Todd Zimmerman asked how the renters and HOA's be contacted.
- Mayor Fadness stated the city will also be in contact with realtors.
- John Weingardt asked to have by next meeting the following: How will this be implemented and who will enforce this.

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**
- Ross Hilleary gave his presentation to the city council members.
- Rex from Pulte Homes gave a brief presentation.
- Brad DeReamer asked what are the setbacks. Rex stated 7'. Brad sked why not 10' Brad would like to see the setbacks be 10'.
- Cecilia Coble would like to see the steps and bathroom be appropriate for wheelchair residents.
- Tiffanie Ditlevson said her clients want 1st floor masters.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425D**.

18. 022425F - Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 1, 3, 5, and 12 (TA-25-2) - **1st Reading**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on ordinance **022425F**.

REGULAR ITEMS

19. Any other Unfinished / New Business
- None

20. Community Comment
- Mike Colby came forward and wanted to say thank you to the fire department and the utilities personnel. He asked if the HOA's can be more restrictive than 10% on rentals. Mayor Fadness said they cannot go below 105, but the HOA's can make that percentage numbers.
- Chris Neal, President of Sandcreek Woods wanted to know what can be done about parking on the streets, reducing speed, and snow removal. He also wanted to thank the city for a great job with the trash service. He asked the city to have some reserve dollars to help.
- Ross Rinehardt came forward. He is excited for the trails, the 2040 plan, and the pedestrian crossing on I69. He would also like to see Public Transit.
- Jocelyn Vare came forward and ask the council to have a live Town Hall meeting for the home rental ordinance to get community input.

21. Meeting Adjournment

- Todd Zimmerman made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The meeting was adjourned at 8:07p.m.

Respectfully Submitted,

Jennifer L. Kehl

Fishers City Clerk.

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: FEBRUARY 24, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Sue + Jack Follmar	Regency-Windsor
2	RJ Fendricks	7411 Northfield Blvd.
3	Heather Butz	Fishers Junior High
4	Tony Shyan	FJH
5	Kurtis McCrack	IU Health
6	Natalie Zyon	IU Health
7	Larry Hartmann	16597 Winter Meadow Dr
8	LINDA BARRON	6368 MANCHESTER DR
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 Vare	12315 Windsor Fort Dr
14	Mason & Aidan Cochran	9850 Boening St
15	Joshua Gilbert	12011 Ritidiers Blvd 46037
16	Tiffany Presley	12172 Hidden Point Ct 46037
17	Susie Gooch	11223 Red Fox Run Fishers 46037
18	Carly Middleton	13255 Summerwood Lane
19	Mohammad Haque	6350 CREEKVIEW LN, Fishers
20	Maryann Krubick	Resident 14002 Reynolds Dr Fishers IN 46037
21	Josh Hyser	12663 Shakespeare Way
22	Chris Noel	10623 Cedar Dr
23	SCOTT ROBERTS	13441 CHANDELLE LN.
24	Jan Hinckcliff	11018 Knightsbridge Ln
25	[illegible]	7847 [illegible] Pkwy, Fishers
26	Tony Lukac	13932 Wendessa Drive
27	Maura Wenglarz	11310 Harrington 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

a. Request to review the previous meeting memoranda:
   I. Minutes for **January 8, 2025**

b. **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

FISHERS

Tax Increment Financing (“TIF”) DEFINTIONS

- 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.

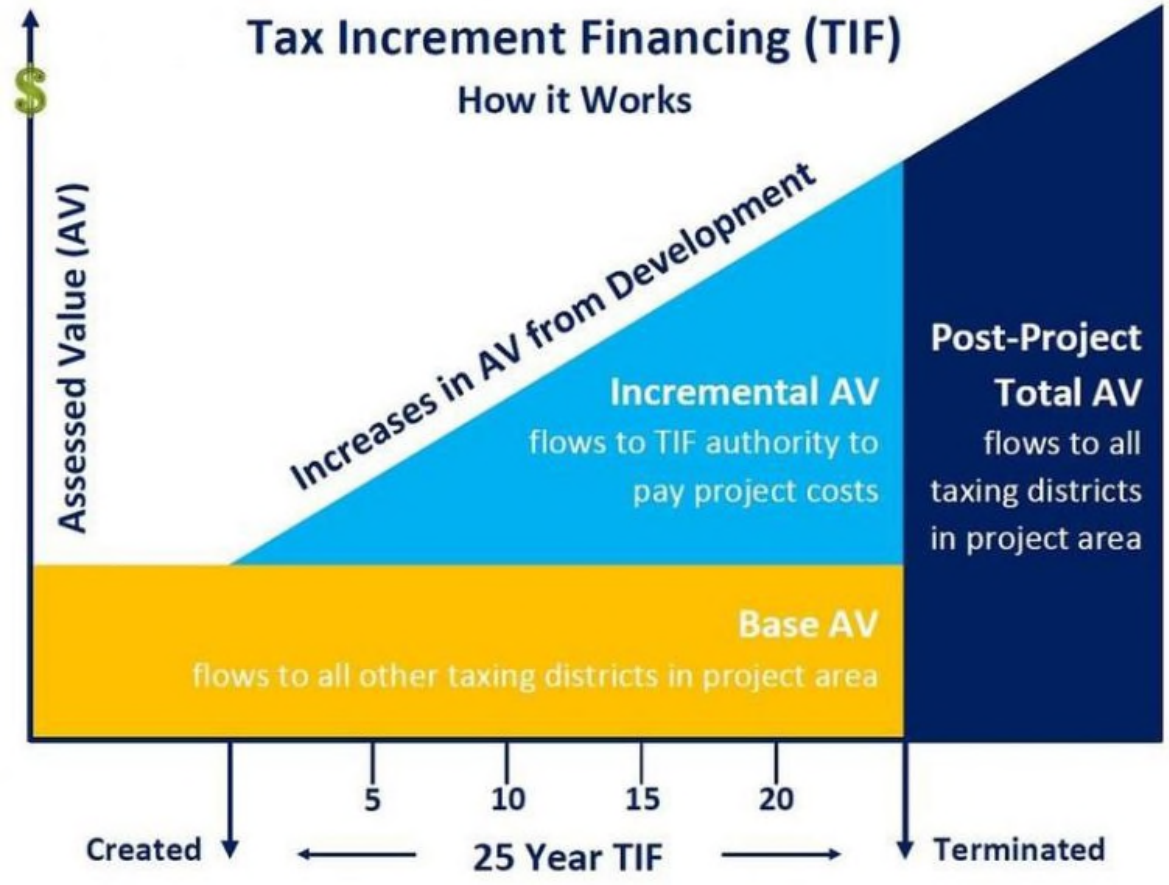
- Allocation Area: A sub-area within an Economic Development Area. The Allocation Area designates which particular properties will be subject to TIF.

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

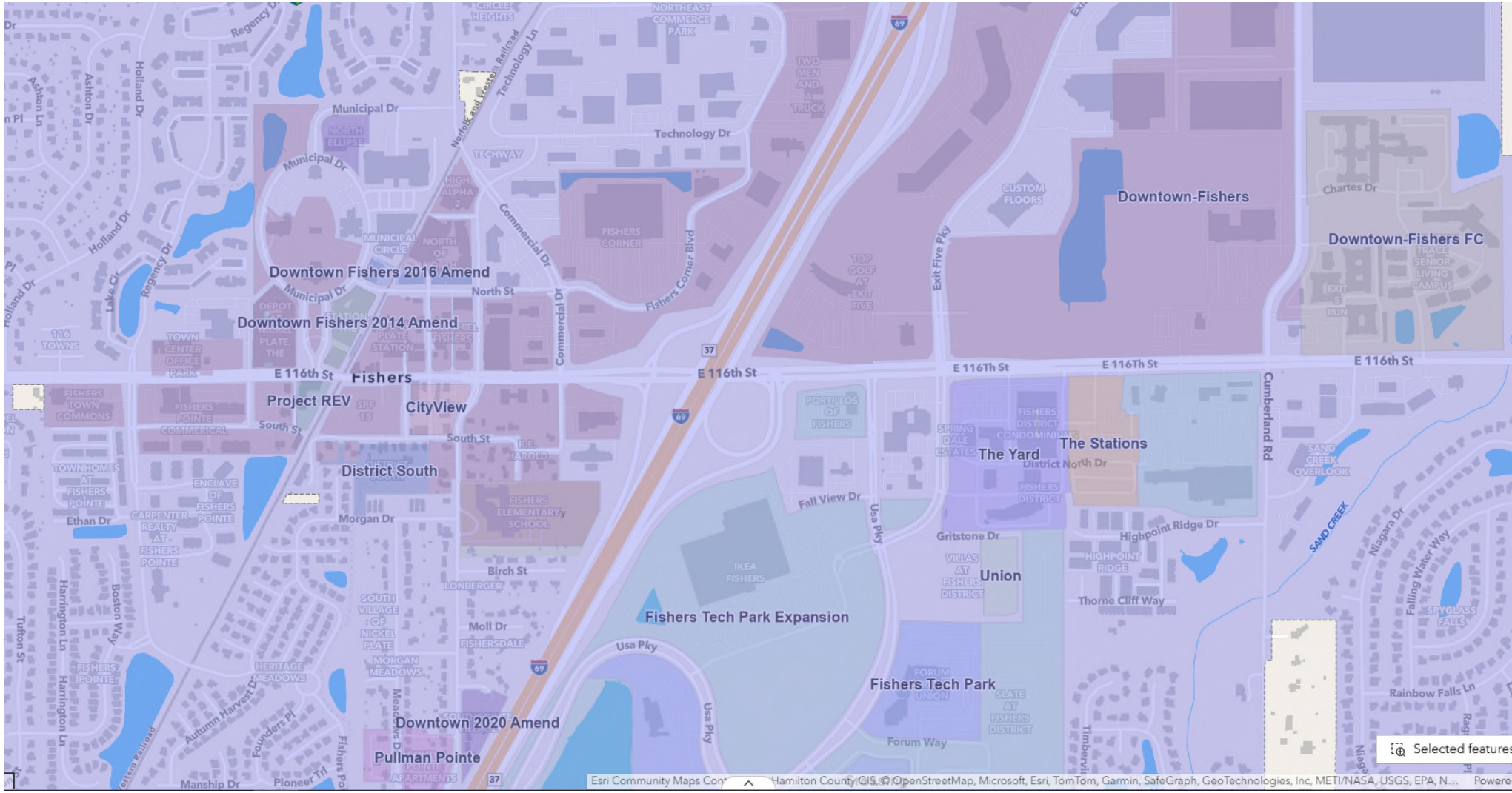
- The General Fund of school district's is not funded by property taxes since the Circuit Breaker law passed in 2008. Revenues for the school general fund are derived from state appropriations and not local property taxes. Annual funding for the school general fund is determined by the State tuition 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	
Taxing Unit	Tax Rate	Pre-TIF Taxes Collected	Post-TIF Taxes Collected	Change in Tax Revenue
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
	173,180,000
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
	48,525,000
Total TIF Debt	221,705,000
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
	42,446,064

(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:**
   - [x] 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)
   - [x] 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:**
   - [x] 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 Billericay 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.

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

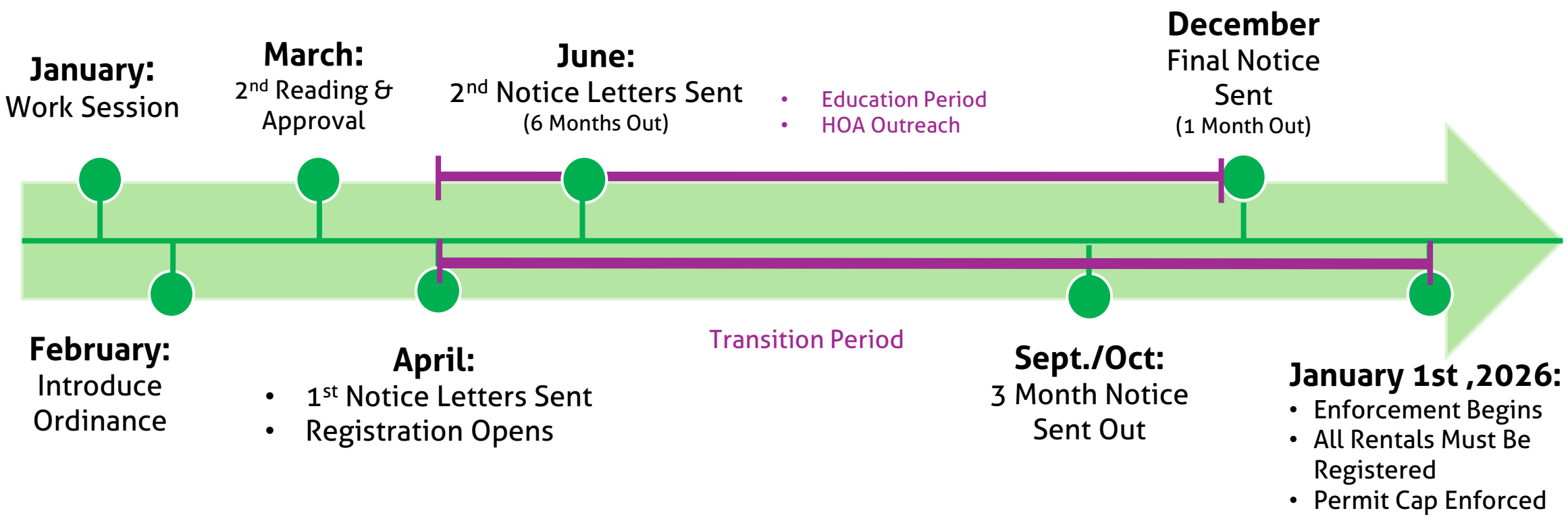
Application Requirements

- 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



Council Action Form

MEETING DATE	March 17, 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)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: R031725	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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 – *Name of Reviewer:*	

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 *Deny Approval* 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

Form Revised: 03/20/2019

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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 03	183	03/18/2025	FLT	R031725	BUA	FLT EqRpr	1	1		
1	60606010	42200		Sewer - Fleet	Operating Supplies		111,000.00	-20,000.00	91,000.00	
	6060.601.00.000.42200.				Equipment repairs		03/18/2025			
2	60606010	43100		Sewer - Fleet	Professional Services		23,500.00	20,000.00	43,500.00	
	6060.601.00.000.43100.				Equipment repairs		03/18/2025			
					** JOURNAL TOTAL			0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valoisl

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 3 183										
BUA 60606010-42200						Operating Supplies		5		20,000.00
03/18/2025	FLT EqRpr	FLT	R031725		T	Equipment repairs				
BUA 60606010-43100						Professional Services		5	20,000.00	
03/18/2025	FLT EqRpr	FLT	R031725		T	Equipment repairs				
						JOURNAL 2025/03/183	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. R031725

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 17th day of March, 2025.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA **R031725**

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 **_17th_** day of **___March____2025** at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ **_____March 17, 2025_____**
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

RESOLUTION NO. R031725

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 17th day of March, 2025.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA **R031725**

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 _17th_ day of ___March____2025 at _8:00_ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ _____March 17, 2025_____
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

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE 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 03	183	03/18/2025	FLT	R031725	BUA FLT EqRpr	1	1		
1	60606010	42200		Sewer - Fleet	Operating Supplies	111,000.00	-20,000.00	91,000.00	
	6060.601.00.000.42200.				Equipment repairs	03/18/2025			
2	60606010	43100		Sewer - Fleet	Professional Services	23,500.00	20,000.00	43,500.00	
	6060.601.00.000.43100.				Equipment repairs	03/18/2025			
					** JOURNAL TOTAL		0.00		

Report generated: 03/06/2025 12:45
User: valoisl
Program ID: bgamdent

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valoisl

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3		ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 3 183										
BUA 60606010-42200						Operating Supplies		5		20,000.00
03/18/2025	FLT EqRpr	FLT	R031725		T	Equipment repairs				
BUA 60606010-43100						Professional Services		5	20,000.00	
03/18/2025	FLT EqRpr	FLT	R031725		T	Equipment repairs				
						JOURNAL 2025/03/183	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	March 17, 2025			
TITLE	Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Commercial Low Impact District. (RZ-25-3)			
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)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 031725B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Commercial Low Impact District. (RZ-25-3) See Petitioner's Packet for site plan and architectural updates. See Ordinance for additional details. Parcel No. 13-11-35-00-00-044.001

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	

PROJECT TIMELINE	March 17, 2025 - Proposed 1st Reading - City Council April 2025 - Neighborhood meeting May 7, 2025 - Public Hearing - Plan Commission May 19, 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

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Ordinance Amending The City Of Fishers' Ordinances Governing Use Of City Athletic Fields			
SUBMITTED BY	Name & Title: Marissa Deckert, Parks and Recreation Director Department: Parks and Recreation			
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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031725A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	The City of Fishers' athletic field use policy was last substantially changed in 2014. In that update, the Council reserved the right to approve each fee charged to outside entities (entities other than S.P.O.R.T.S. and Affiliates) that rented athletic fields. Since that time, the number and types of entities that desire to rent the City's athletic fields has substantially increased. To fairly and uniformly accommodate athletic field rental requests, the subject Ordinance authorizes the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None-not a budget item.
	Expenditure $:	None
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Reject the Ordinance
	3.	
	4.	

PROJECT TIMELINE	Effective upon adoption.
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	

Form Revised: 03/20/2019

RESOLUTION NO. 031725A

RESOLUTION OF THE CITY OF FISHERS COMMON COUNCIL APPROVING FIELD USE FEE AGREEMENT

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has adopted certain ordinances governing use of its Park & Recreation assets, including, without limitation, ordinances governing the fee for use of its facilities and fields;

WHEREAS, the City has provided S.P.O.R.T.S., a local not-for-profit corporation that organizes and oversee various youth sports leagues in the City ("SPORTS"), priority to reserve the City's recreational fields;

WHEREAS, specifically, City of Fishers Ordinance § 96.23, Scheduling, provides the Parks Department the authority to schedule use of the City's fields when they are not in use by SPORTS; provided, however, "…approval of the rental fee shall be made by the City Council";

WHEREAS, Huse Culinary, Inc. (the "Huse Culinary") desires to utilize two (2) softball fields at the City's Holland Park on certain dates and times, as set forth herein;

WHEREAS, Huse Culinary has offered to pay $2,700.00 (the "Rental Fee") to rent the two (2) softball fields from on certain dates and times from April 23, 2025 – June 25, 2025 ("Scheduled Time");

WHEREAS, SPORTS has not reserved the Holland Park fields during the Scheduled Time, and the fields are otherwise infrequently used during the Scheduled Time; and

WHEREAS, the Council hereby desires to approve the Rental Fee.

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

Section 1. The Council hereby approves the Rental Fees for the following Scheduled Time:

Date	Time	# of Fields	Time Frame	Price Per Hour	Total
4/23/2025	5:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
4/23/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
4/28/2025	11:00 AM	2 Fields	1 Hour	$75.00	$ 150.00
4/28/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
4/30/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
4/30/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/5/2025	11:00 AM	1 Field	1 Hour	$75.00	$ 75.00

5/5/2025	12:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/12/2025	11:00 AM	1 Field	1 Hour	$75.00	$ 75.00
5/12/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
5/14/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/21/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
5/21/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/28/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/2/2025	11:00 AM	1 Field	1 Hour	$75.00	$ 75.00
6/2/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/11/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/11/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/16/2025	11:00 AM	2 Fields	1 Hour	$75.00	$ 150.00
6/16/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/18/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/18/2025	7:00 PM	1 Fields	1 Hour	$75.00	$ 75.00
6/23/2025	11:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/23/2025	12:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/25/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/25/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00

Section 2. This Mayor is hereby authorized to execute an agreement with the Reds that includes the Rental Fee.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this 17th day of March, 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

RESOLUTION NO. 031725A

RESOLUTION OF THE CITY OF FISHERS COMMON COUNCIL APPROVING FIELD USE FEE AGREEMENT

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") has adopted certain ordinances governing use of its Park & Recreation assets, including, without limitation, ordinances governing the fee for use of its facilities and fields;

WHEREAS, the City has provided S.P.O.R.T.S., a local not-for-profit corporation that organizes and oversee various youth sports leagues in the City ("SPORTS"), priority to reserve the City's recreational fields;

WHEREAS, specifically, City of Fishers Ordinance § 96.23, Scheduling, provides the Parks Department the authority to schedule use of the City's fields when they are not in use by SPORTS; provided, however, "…approval of the rental fee shall be made by the City Council";

WHEREAS, Huse Culinary, Inc. (the "Huse Culinary") desires to utilize two (2) softball fields at the City's Holland Park on certain dates and times, as set forth herein;

WHEREAS, Huse Culinary has offered to pay $2,700.00 (the "Rental Fee") to rent the two (2) softball fields from on certain dates and times from April 23, 2025 – June 25, 2025 ("Scheduled Time");

WHEREAS, SPORTS has not reserved the Holland Park fields during the Scheduled Time, and the fields are otherwise infrequently used during the Scheduled Time; and

WHEREAS, the Council hereby desires to approve the Rental Fee.

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

Section 1. The Council hereby approves the Rental Fees for the following Scheduled Time:

Date	Time	# of Fields	Time Frame	Price Per Hour	Total
4/23/2025	5:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
4/23/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
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5/12/2025	11:00 AM	1 Field	1 Hour	$75.00	$ 75.00
5/12/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
5/14/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/21/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
5/21/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00
5/28/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/2/2025	11:00 AM	1 Field	1 Hour	$75.00	$ 75.00
6/2/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/11/2025	6:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/11/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00
6/16/2025	11:00 AM	2 Fields	1 Hour	$75.00	$ 150.00
6/16/2025	12:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/18/2025	6:00 PM	2 Fields	1 Hour	$75.00	$ 150.00
6/18/2025	7:00 PM	1 Fields	1 Hour	$75.00	$ 75.00
6/23/2025	11:00 PM	1 Field	1 Hour	$75.00	$ 75.00
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6/25/2025	7:00 PM	1 Field	1 Hour	$75.00	$ 75.00

Section 2. This Mayor is hereby authorized to execute an agreement with the Reds that includes the Rental Fee.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this 17th day of March, 2025.

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

R031725A

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 17th day of March **2025** at 8:00 p.m.

ATTEST:

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

MARCH 17, 2025

DATE

CITY OF FISHERS SEAL INDIANA

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

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Ordinance Amending The City Of Fishers' Ordinances Governing Use Of City Athletic Fields			
SUBMITTED BY	Name & Title: Marissa Deckert, Parks and Recreation Director Department: Parks and Recreation			
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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031725A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	The City of Fishers' athletic field use policy was last substantially changed in 2014. In that update, the Council reserved the right to approve each fee charged to outside entities (entities other than S.P.O.R.T.S. and Affiliates) that rented athletic fields. Since that time, the number and types of entities that desire to rent the City's athletic fields has substantially increased. To fairly and uniformly accommodate athletic field rental requests, the subject Ordinance authorizes the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None-not a budget item.
	Expenditure $:	None
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Reject the Ordinance
	3.	
	4.	
PROJECT TIMELINE	Effective upon adoption.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	An Ordinance of the Common Council of the City of Fishers, Indiana, Authorizing the Issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) and Authorizing and Approving Other Actions in Respect Thereto			
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)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 031725		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒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	

Form Revised: 03/20/2019

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)	This Ordinance provides for the approval of the issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) (the "Series 2025 Bonds") in the maximum principal amount of $40,000,000 and provides for (i) the terms of the Series 2025 Bonds, (ii) the approval of financing document incident to the issuance of the Series 2025 Bonds including a Trust Identure and a Loan Agreement. The Series 2025 Bonds are to be acquired by Hageman Capital, or an affiliate thereof. The Developer of the Union Project is Thompson Thrift.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not to exceed $40,000,000
	Source of Funds:	Bond proceeds of the Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) of the City
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	First Reading of the Ordinance
	2.	
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Council introduce the Ordinance for a first reading and consider the Ordinance for approval at the Council's April 2025 Meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Form of Trust Indenture (Exhibit A) 3. Form of Loan Agreement (Exhibit B)	

TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

_____,

As Trustee

$_____

CITY OF FISHERS, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2025
(UNION PROJECT)

Dated as of _____ 1, 2025

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of _____, 2025, by and between the CITY OF FISHERS, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, and _____, a national banking association, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Indiana with a [designated] corporate trust office in Indianapolis, Indiana, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, "Act"), authorize and empower the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced Thompson Thrift Development, Inc. (the "Company") to proceed with the Project (as defined herein), by offering to issue its Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) in the aggregate principal amount not to exceed _____ Dollars ($_____) ("2025 Bonds") pursuant to this 2025 Trust Indenture ("Indenture") and to provide the proceeds thereof to the Company pursuant to the Loan Agreement, dated as of _____ 1, 2025, for the purpose of paying costs of the Project, including the costs of issuing the 2025 Bonds; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that the redevelopment commission of the Issuer may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the 2025 Bonds; and

WHEREAS, the Fishers Redevelopment Commission (as hereinafter defined) has established the Consolidated Fishers/I-69 Economic Development Area and designated portions of such area as each of the "Union Allocation Area," the "Crossing Lot 3 Allocation Area," the "Crossing Lot 5 Allocation Area," the "Crossing Lot 6 Allocation Area," and the "Yard Economic Development Allocation Area" in accordance with Indiana Code 36-7-14-39 for the purpose of capturing incremental *ad valorem* property taxes levied and collected on all taxable real property in such allocation areas; and

WHEREAS, the Fishers Redevelopment Commission has, by resolution, irrevocably dedicated and pledged to the Issuer the Pledged TIF Revenues and the Taxpayer Payments (each as hereinafter defined) to pay the 2025 Bonds; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1-4, the Fishers Economic Development Commission held a public hearing on behalf of the Issuer, and upon finding that the Project and the proposed financing thereof will create additional employment

opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, by the terms of the Loan Agreement, the Pledged TIF Revenues and the Taxpayer Payments will serve to offset the loan repayments owed by the Borrower with respect to the 2025 Bonds; and

WHEREAS, the Loan Agreement provides for the Borrower's repayment obligation, with respect to the 2025 Bonds, to be evidenced by the Borrower's Note, Series 2025 (the "2025 Note") in substantially the form attached thereto as Exhibit B to the Loan Agreement, which repayment obligation is to be offset by the Pledged TIF Revenues described above, to the extent available for such purposes; and

WHEREAS, pursuant to this Indenture, the Issuer will endorse the 2025 Note without recourse and assign certain of its rights under the Loan Agreement as security for the 2025 Bonds, which are payable solely and only out of the payments to be made by the Borrower with respect to the 2025 Note, after taking into account Pledged TIF Revenues, if any, and any other Notes issued under the Loan Agreement except to the extent paid out of Bond proceeds;

WHEREAS, the execution and delivery of this Indenture, and the issuance of the 2025 Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (such ordinance, the "2025 Bond Ordinance");

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues (such pledge to be effective as set forth in Indiana Code 5-1-14-4 and Indiana Code 36-7-14-39 without filing or recording of this Indenture or any other instrument); all right, title, and interest of the Issuer in the Taxpayer Payments (as defined herein) required to be paid to the Fishers Redevelopment Commission pursuant to the terms of the Taxpayer Agreements (as defined herein); the Loan Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments

held by the Trustee from time to time in the funds and accounts created hereunder; the 2025 Note, which has been endorsed by the Issuer to the order of the Trustee and pledged by the Issuer to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby; all moneys and the Qualified Investments held by the Trustee form time to time in the Funds and Accounts created hereunder and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the Issuer or by anyone in its behalf, or with their written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"2025 Bonds" means the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) in the aggregate principal amount of $_____.

"2025 Bond Ordinance" means Ordinance No. _____, adopted by the Common Council of the Issuer on _____ ____, 2025 which ordinance authorized the issuance of the 2025 Bonds.

"2025 Note" means the Borrower's Note, Series 2025.

"Additional Bonds" means a series of Bonds, in addition to the 2025 Bonds, which may be issued on a subordinate basis to the 2025 Bonds in accordance with the terms of Section 2.8 of this Indenture.

"Allocation Areas" means the collectively, the Union Allocation Area the Crossing Lot 3 Allocation Area, the Crossing Lot 5 Allocation Area, the Crossing Lot Allocation Area, and the Yard Economic Development Allocation Area each of which was established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation areas.

"Administrative Fees" means, collectively, the Trustee Fees and Issuer Fees.

"Authorized Representative" means, as to the Company, any officer of the Company or any other person certified in writing to the Issuer by an officer of the Company to be such; and as to the Issuer, the Mayor and the Controller or any other person so designated by resolution of the Common Council provided to the Trustee. The Trustee shall be provided with incumbency certificates for the Authorized Representative of the Issuer.

"Bond Counsel" means nationally recognized bond counsel.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated _____ ____, 2025, by and between the Issuer, Borrower, and the Bond Purchaser.

"Bond Purchaser" means _____ and its successors and assigns as holders of the 2025 Bonds.

"Bondholders" means registered owners of the Bonds issued pursuant to this Indenture, including the 2025 Bonds.

"Bonds" means any Bonds to be issued pursuant to this Indenture, including the 2025 Bonds and any Additional Bonds.

"Borrower" means Thompson Thrift Development, Inc., an Indiana corporation duly organized, existing and authorized to do business under the laws of the State of Indiana, as Borrower or any successors thereto permitted hereunder.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York or the city in which the designated corporate trust office of the Trustee is required or authorized by law to be closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System in not operational.

"Capitalized Interest Costs" means a portion of the interest on the 2025 Bonds accruing from one or more Funding Dates through and including February 1, 2029, which is a categorical cost of providing for an "economic development project" as defined and set forth in the Act.

"Company" means Thompson Thrift Development, Inc., a limited liability company duly organized and validly existing under the laws of the State and qualified to do business in the State, or any successors thereto permitted under Section 3.3 hereof.

"Construction Account" means the Construction Account of the Project Fund established under Section 4.4 of this Indenture.

"Costs of Construction" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(i) the "Bond Issuance Costs," namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the 2025 Bonds, the fees and disbursements of Bond Counsel, the fees, including acceptance fees and first year trustee fees payable in advance and disbursements of counsel to the Trustee, fees of counsel to the Bond Purchaser, fees of the Issuer's municipal advisor, the acceptance fee and first annual payment of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the 2025 Bonds and the documentation supporting the issuance of the 2025 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the "Capitalized Interest Costs", namely all or a portion of interest on the Series 2025 Bonds from the earliest Funding Date through February 1, 2029;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iv) all costs and expenses of construction, renovation, acquisition of equipment, site preparation, environmental remediation and abatement, engineering services, including the costs of the Issuer or the Company for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction and equipping of the Project and capitalized interest;

(v) all costs and expenses which the Issuer or the Company shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(vi) any sums required to reimburse the Issuer or the Company for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Cost of Issuance Account" means the Cost of Issuance Account of the Project Fund established under Section 4.4 of this Indenture.

"Economic Development Commission" means the City of Fishers Economic Development Commission.

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Funding Dates" are expected to mean each of October 1, 2025, November 1, 2025, December 1, 2025, January 1, 2026 and February 1, 2026, which are the dates on which, from time to time, a portion of the purchase price for the 2025 Bonds, are deposited with the Trustee.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

"Interest Payment Date" on the 2025 Bonds means each February 1 and August 1, commencing on the February 1 or August 1 next succeeding the earliest Funding Date.

"Interest Period" has the meaning set forth in the form of 2025 Bond set forth in this Indenture.

"Issuer" means the City of Fishers, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Loan Agreement and this Indenture.

"Issuer Fees" means all expenses incurred by the Issuer under the Loan Agreement and in connection with the performance of its obligations under the Loan Agreement or this Indenture.

"Loan Agreement" means the Loan Agreement dated as of _____ 1, 2025, from the Borrower to the Issuer, and all amendments and supplements thereto. The Issuer has delivered a copy of such Loan Agreement to the Trustee.

"Note" or "Notes" shall have the meaning assigned in the Loan Agreement.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means _____ and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. FRC _____, adopted by the Redevelopment Commission on _____ ___, 2025, irrevocably pledging the Pledged TIF Revenues and the Taxpayer Payments to the payment of debt service on the 2025 Bonds.

"Pledged TIF Revenues" means the Tax Increment (as defined in the Pledge Resolution) received by the Redevelopment Commission and pledged to the Issuer pursuant to and subject to the terms of the Pledge Resolution.

"Project" means the acquisition, construction, renovation and equipping of (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 all of which shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

"Project Agreement" means the Amended and Restated Project Agreement among Thompson Thrift Development, Inc., the City, the Economic Development Commission, and the Redevelopment Commission, dated February 24, 2025, as supplemented and amended from time to time according to its terms.

"Project Fund" means the fund established by the Issuer as set forth in Section 4.4 of this Indenture.

"Project TIF Revenues" shall have the meaning assigned in Pledge Resolution.

"Qualified Investments" shall have the meaning assigned in the Loan Agreement.

"Record Date" means the fifteenth day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the Fishers Redevelopment Commission.

"Registered Owner" means the registered owner of the Bonds issued pursuant to this Indenture.

"Registrar" means _____, and any successor registrar.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds.

"Taxpayer Agreements" means collectively, those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of _____ ____, 2025, between [each of the Taxpayers/the Company] and the Redevelopment Commission.

"Taxpayer Payment" means amounts required to be paid to the Redevelopment Commission pursuant to the terms of the Taxpayer Agreements.

["Taxpayers" means each of _____, _____, and _____]

"Transfer Date" means the date or dates on which Pledged TIF Revenues must be transferred from the Issuer to the Trustee for deposit into the Bond Fund, such dates being January 15 and July 15, beginning July 15, 2028.

"Trust Estate" means the funds and accounts, Pledged TIF Revenues and other assets described in the Granting Clauses of this Indenture.

"Trustee" means _____, the party of the second part hereto, and any successor trustee or co-trustee.

"Trustee Fees" means the acceptance fee, annual fees and expenses of the Trustee as set forth in Exhibit C together will all other fees, charges and expenses of the Trustee incurred under this Indenture and all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds including all costs and expenses in connection with the call, redemption and payment of the Bonds.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as

originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Bond Issuance Costs
Exhibit B: Written Request
Exhibit C: Trustee Fees
Exhibit D: Bond Payment Schedule

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of 2025 Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the 2025 Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to _____ Dollars ($_____). Additional Bonds may be issued pursuant to the terms of Section 2.8 hereof.

Section 2.2. Issuance of 2025 Bonds. The 2025 Bonds shall be designated "City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, 2025 (Union Project)." The 2025 Bonds shall be originally issuable as fully registered Bonds in denominations of $100,000 and integral multiples of $1,000 in excess thereof and shall be lettered and numbered R-1 and upward, or in any other manner acceptable to the Trustee and the Issuer. Interest on the Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such 2025 Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such 2025 Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Record Date next preceding the date of payment of such defaulted interest.

Interest on the 2025 Bonds shall be due and payable semiannually on February 1 and August 1 of each year, commencing on the first February 1 or the first August 1 following the earliest Funding Date, which is expected to be October 1, 2025. Provided, however, interest shall not begin to accrue on the 2025 Bonds until the principal of such 2025 Bonds has been advanced on one or more Funding Dates in accordance with Section 4.4 hereof. If the Funding Dates shall be on October 1, 2025, November 1, 2025, December 1, 2025, January 1, 2026 and February 1, 2026, a portion of the 2025 Bond proceeds in the amount of $_____ shall be deemed to have been received and deposited in the Bond Fund on the earliest Funding Date to pay interest on the 2025 Bonds from the earliest Funding Date through and including the interest payment due February 1, 2029, and the Issuer and Trustee acknowledge that such amount shall be retained by the Purchaser and applied to pay the Capitalized Interest Costs of the 2025 Bonds in accordance with the following schedule, and to which the Trustee shall have no responsibility to monitor such payments retained by the Purchaser:

(1)	$_____	on August 1, 2026;
(2)	$_____	on February 1, 2027;
(3)	$_____	on August 1, 2027;
(4)	$_____	on February 1, 2028;
(5)	$_____	on August 1, 2028; and
(6)	$_____	on February 1, 2029

If the Funding Dates shall be on any dates other than October 1, 2025, November 1, 2025, December 1, 2025, January 1, 2026 and February 1, 2026, the amount of 2025 Bond proceeds deemed to have been received and deposited in the Bond Fund on each of the Funding Dates to pay interest on the 2025 Bonds from each such Funding Date through and including the interest payment due February 1, 2029 shall be calculated by the Issuer's municipal advisor on the applicable Funding Date and the Issuer and Trustee shall acknowledge that such amount as has been calculated by the Issuer's municipal advisor shall be retained by the Purchaser and applied to pay Capitalized Interest Costs of the 2025 Bonds in accordance with a schedule to be prepared by the Issuer's municipal advisor on the applicable Funding Date or Funding Dates. In no case shall the Trustee have any responsibility to monitor such payments retained by the Purchaser.

Payment of interest to all Bondholders shall be by check drawn on the designated office of the Paying Agent and mailed to such Bondholder one business day prior to each Interest Payment Date. The 2025 Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the 2025 Bonds shall be payable semiannually on each Interest Payment Date.

Proceeds of the 2025 Bonds shall be advanced from time to time as provided in Section 4.4

The 2025 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date, in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however, that if there is unpaid interest on the 2025 Bonds, as shown by the records of the Trustee, 2025 Bonds issued in exchange for the 2025 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the 2025 Bonds, or, if no interest has been paid on the 2025 Bonds, shall bear interest from the date of issuance and delivery of the 2025 Bonds.

Attached hereto as Exhibit D is a schedule of the payments of principal of and interest on the 2025 Bonds.

Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts at the designated corporate trust operations office of the Trustee without presentation of the Bonds. Except as provided below, all payments on the 2025 Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the 2025 Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee, or by such other method acceptable to the Trustee, requested by and at the risk of the Bondholder, including by wire transfer as a registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of the Bondholder to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by the Bondholder, or, if payment is made to a depository, by wire transfer of immediately available funds on the Interest Payment Date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. If the Bondholder, the Company, the Issuer, and the Trustee agree in writing, payments on the Bonds may, upon assignment by the registered holder of the Bonds, be payable by the Issuer to assignee at the written directions of the registered holder of the Bonds.

Section 2.4. Execution; Limited Obligation. The 2025 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Controller and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the 2025 Bonds. If any officer whose signature or facsimile signature shall appear on the 2025 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The 2025 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The 2025 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the Pledged TIF Revenues, pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the 2025 Bonds. The 2025 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2025 Bonds. No covenant or agreement contained in the 2025 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director,

officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2025 Bonds shall be liable personally on the 2025 Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2025 Bonds.

Section 2.5. Authentication. No 2025 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such 2025 Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such 2025 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any 2025 Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the 2025 Bonds issued hereunder.

Section 2.6. Form of Bonds. The 2025 Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to security, redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of 2025 Bond)

No. R ___

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF FISHERS, INDIANA
SENIOR TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2025 (UNION PROJECT)

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	AUTHENTICATION DATE

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Fishers, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from

payments on the 2025 Note, Taxpayer Payments, and Pledged TIF Revenues (as defined in the hereinafter defined Indenture), hereinafter referred to, pledged and assigned for the payment hereof, the Principal Amount set forth above, or so much of the Principal Amount as shall have been paid by or credited to the Purchaser (as defined in the hereinafter defined in the Indenture) on one or more Funding Dates (as defined in the hereinafter in the Indenture), which shall be recorded in Schedule A in the principal amounts and on the principal installment payment dates set forth in Schedule B, unless this 2025 Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof, but solely from those payments, at the Interest Rate specified above per annum payable on the February 1 or August 1 next succeeding the earliest Funding Date, and on each February 1 and August 1 thereafter ("Interest Payment Dates") until the Principal Amount paid by or credited to the Purchaser is paid in full. Interest on this 2025 Bond shall be payable from the earliest Funding Date, except that: if this 2025 Bond is authenticated on or after the fifteenth day of the month preceding an Interest Payment Date ("Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this 2025 Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Principal installments on the 2025 Bonds shall be payable (solely from the sources set forth herein) as set forth in Schedule B hereto (such schedule to be updated as purchases of the 2025 Bonds occur on the Funding Dates as provided in Section 4.4 of the below-described Indenture).

The proceeds of this 2025 Bond or credits related thereto may be advanced from time to time at the written request of the Company, subject to the approval of the Issuer. The principal amounts advanced or given as credits toward an advance shall be evidenced by the execution by the Authorized Representative of the Company of a disbursement request, approved in accordance with the terms of the Loan Agreement by an Authorized Representative of the Issuer in form and substance satisfactory to the Registered Owner. Such advances made by the City to the Company shall be promptly notified in writing to the Trustee.

The principal of this 2025 Bonds is payable at the corporate trust operations office of _____, as Trustee, located in _____, _____, or at the principal office of any successor trustee or paying agent, or by wire transfer of immediately available funds on the payment date to any registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or by wire transfer of immediately available funds on the Interest Payment Date, to any registered owner of the aggregate amount of $1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. This Bond shall only need to be presented for payment to the Trustee upon final maturity or upon redemption in full.

This Bond is the only one of an authorized issue of the Issuer's Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) (hereinbefore and hereinafter the, "2025 Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of not to exceed $_____. The 2025 Bonds are being issued for the purpose of providing funds to finance the acquisition, construction, renovation and equipping of (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 ("Project"), to be constructed by Thompson Thrift Development, Inc. (the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the Loan Agreement, dated as of _____ 1, 2025 ("Loan Agreement") between the Company and the Issuer.

The 2025 Bonds are issued under and entitled to the security of a 2025 Trust Indenture dated as of _____ 1, 2025 ("Indenture") duly executed and delivered by the Issuer to _____, as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Pledged TIF Revenues and all rights of the Issuer under the Taxpayer Agreements, the 2025 Note, and the Loan Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Loan Agreement, are pledged and assigned by the Issuer to the Trustee as security for the 2025 Bonds. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS 2025 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS 2025 BOND, AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.

2. It is familiar with the Issuer, the Fishers Redevelopment Commission ("Commission") and the Fishers Redevelopment District ("District"); it has received such information concerning the Issuer, the 2025 Bonds, the Indenture, the Loan Agreement, the 2025 Note, the Taxpayer Agreements, and the Pledged TIF Revenues, as it deems to be necessary in connection with investment in the 2025 Bonds. It has received, read and had an opportunity to comment upon and has consented to the provisions of the Indenture, the 2025 Bonds and the Loan Agreement. Prior to the purchase of the 2025 Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the 2025 Bonds, the tax status of the 2025 Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the hereinafter defined Circuit Breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP, the Trustee or Lindsey Bennett, City Attorney, for information concerning the financial status of the Issuer, the Economic Development Commission or the District, or the ability of the Issuer or the Economic Development Commission to honor their financial obligations or other covenants under the 2025 Bonds, the Indenture or the Loan Agreement. It understands that the projection of TIF Revenues prepared by Baker Tilly Municipal Advisors, LLC in connection with the issuance of the 2025 Bonds have been based on assessed value estimates provided by the Hamilton County Assessor's Office of the investment in real property by the Company.

3. It understands that the Issuer's collection of the TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property ("Circuit Breaker"). The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that neither the Issuer nor the Economic Development Commission has the authority to levy a tax to pay the principal of the 2025 Bonds.

4. It is acquiring the 2025 Bonds for its own account with no present intent to resell; and it will not sell, convey, pledge or otherwise transfer the 2025 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities law.

5. It has investigated the security for the 2025 Bonds, to its satisfaction, and it understands that the 2025 Bonds are payable solely from payments received under the 2025 Note, Pledged TIF Revenues, and Taxpayer Payments.

6. It recognizes that: (a) the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein; (b) by rendering such opinions, the attorneys do not become insurers or guarantors of (i) that expression of professional judgment; (ii) the transaction opined upon; or (iii) the future performance of parties to such transaction; and (c) the rendering of the opinions does not guarantee the outcome of any legal dispute that may arise out of the transaction.

7. It understands that the Issuer has no continuing disclosure obligations with regard to the 2025 Bonds.

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein. (Such Additional Bonds and the 2025 Bonds are hereinafter collectively referred to as the "Bonds.") Reference is made to the Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this 2025 Bond assents.

The 2025 Bonds are issuable in registered form in the denominations of $100,000 and integral multiples of $1,000 in excess thereof. This 2025 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the designated corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this 2025 Bond. Upon such transfer a new registered bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes,

and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund pursuant to the applicable terms of the Loan Agreement, the 2025 Bonds shall be subject to redemption prior to maturity at the option of the Issuer at the direction of the Borrower on any date after _____ 1, 203__, upon not less than six (6) months' notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities on any date, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If any of the 2025 Bonds are called for redemption as aforesaid, notice thereof identifying the 2025 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the 2025 Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered 2025 Bond, shall not affect the validity of any proceedings for the redemption of other 2025 Bonds.

All 2025 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This 2025 Bond is transferable by the Registered Owner hereof at the designated corporate trust office of the Trustee upon surrender and cancellation of this 2025 Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new 2025 Bond or 2025 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

This 2025 Bond is transferable by the Registered Owner hereof at the corporate trust operations office of the Trustee upon surrender and cancellation of this 2025 Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new 2025 Bond or 2025 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor, subject to all of the terms herein.

The 2025 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The 2025 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture, the Pledged TIF Revenues and Taxpayer Payments pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this 2025 Bond. The 2025 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the

State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the 2025 Bonds. No covenant or agreement contained in the 2025 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Fishers Redevelopment Commission ("Redevelopment Commission"), the Fishers Economic Development Commission (the "Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the 2025 Bonds shall be liable personally on the 2025 Bonds or be subject to any personal liability or accountability by reason of the issuance of the 2025 Bonds.

The holder of this 2025 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this 2025 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this 2025 Bond have been duly authorized by the Issuer.

This 2025 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Fishers, Indiana, in Hamilton County, has caused this 2025 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested by the manual or facsimile signature of its Controller.

CITY OF FISHERS, INDIANA

By:_____
Mayor

(SEAL)

Attest:

_____
Controller

CERTIFICATE OF AUTHENTICATION

This 2025 Bond is one of the 2025 Bonds described in the within-mentioned Indenture.

_____, Trustee

By:_____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within 2025 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within 2025 Bond on the books kept for registration thereof, with full power of substitution in the premises.

_____

Dated:_____

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within 2025 Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM. as tenants in common
JT TEN. as joint tenants with right of survivorship
and not as tenants in common

UNIF TRANS MIN ACT. _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

_____
(State)

Additional abbreviations may also be used though not in list above.

Schedule A

(End of Bond Form)

Section 2.7. Delivery of 2025 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the 2025 Bonds in the aggregate principal amount not to exceed $_____. The Trustee shall authenticate such Bonds and deliver them to the Bond Purchaser thereof upon receipt of:

(i) A copy, duly certified by the Clerk of the Issuer, of the 2025 Bond Ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Loan Agreement and this Indenture and the issuance of the 2025 Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues and Taxpayer Payments to the payment of the 2025 Bonds.

(iii) Executed counterparts of the Loan Agreement, the Taxpayer Agreements, and this Indenture.

(iv) The 2025 Note in the same principal amount as the principal amount of the 2025 Bonds, duly executed by the Borrower and endorsed by the Issuer to the order of the Trustee.

(v) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the 2025 Bonds to the Bond Purchaser in the principal amount not to exceed $_____.

(vi) Such other documents as shall be reasonably required by the Bond Purchaser.

The proceeds of the 2025 Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

The 2025 Bonds initially issued and authenticated hereunder shall be registered in the name of the Bond Purchaser.

Section 2.8. Issuance of Additional Bonds. One series of Additional Bonds additional to the 2025 Bonds may be authenticated and delivered for the purpose of financing the cost or estimated cost of completing the Project or of acquiring and/or constructing additional improvements to the Project, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any. Such Additional Bonds may only be issued on a subordinate basis to the 2025 Bonds and in conformity with the terms of an ordinance adopted by the Issuer approving the issuance of such Additional Bonds.

Prior to the delivery by the Issuer of any such Additional Bonds, there shall be filed with the Trustee:

(i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.

(ii) The supplement or amendment to the Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Article IX of this Indenture.

(iii) A copy, duly certified by the Clerk of the Issuer, of an ordinance adopted by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Loan Agreement and the issuance of such Additional Bonds.

(iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured exclusively by the Project TIF Revenues which comprise only a portion of the Trust Estate under this Indenture and will be issued on a subordinate basis in regard to the pledge of such Project TIF Revenues to the 2025 Bonds. Such Additional Bonds may bear such date or dates and such interest rate or rates, and have such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any 2025 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate, upon the written direction of the Issuer, a new 2025 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated 2025 Bond, such mutilated 2025 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed

2025 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such 2025 Bond shall have matured, instead of issuing a duplicate 2025 Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed 2025 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such 2025 Bond with its fees and expenses in this connection. Any 2025 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of 2025 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of 2025 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the 2025 Bonds as provided in this Indenture to be kept by the Trustee, which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered 2025 Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to, the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered 2025 Bond or 2025 Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered 2025 Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered 2025 Bond. The Trustee shall not be required to transfer or exchange any fully registered 2025 Bond during the period between the Record Date and any interest payment date of such 2025 Bond, nor to transfer or exchange any 2025 Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered 2025 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF 2025 BONDS PROCEEDS

Section 3.1. Deposits for Benefit of 2025 Bond. The Borrower shall deposit $_____ of its cash with the Trustee on the Closing Date to pay costs of issuing the 2025 Bonds. The Trustee shall deposit such amounts in the Costs of Issuance Account of the Project Fund and then disburse such amounts on the Closing Date to pay costs of issuing the 2025 Bonds as described in Section 4.4 below. For avoidance of doubt, the Borrower's deposit of funds on the Closing Date to pay costs of issuing the 2025 Bonds shall not constitute payment for the 2025 Bonds and no amount of principal of the 2025 Bonds shall be advanced incident to such deposit.

The earliest Funding Date shall in no event occur prior to October 1, 2025. The Funding Dates shall not occur unless, prior to such date, the Borrower has first expended at least $_____ of Borrower equity or other funds on the Project, which expenditure of funds shall include credit for Borrower's (or an affiliate thereof) contribution of certain real property to the completion of the Project, which credit shall be in the amount of $_____ (the "Equity Requirement"). Upon meeting the Equity Requirement, the Borrower shall provide notice to the Purchaser, the Issuer and the Trustee that the Equity has been satisfied. The Purchaser will pay the a portion of the purchase price for the 2025 Bonds on the Funding Dates following receipt of notice that the Equity Requirement has been satisfied, however, if the date that the referenced notice is received by the Trustee is less than fifteen (15) days prior to the earliest Funding Date, such Funding Date shall be set on the Business Day fifteen (15) days from the date the Trustee has received the referenced Notice. Upon receipt of the Purchase Price (or deemed receipt as to the funds for Capitalized Interest in accordance with Section 2.2 hereof), the Trustee shall deposit (or deem deposited as to the funds for Capitalized Interest in accordance with Section 2.2 hereof) such funds (i) in the Bond Fund in order to pay Capitalized Interest on the 2025 Bonds through February 1, 2029, and (ii) in the Construction Account of the Project Fund for disbursement to the Borrower to pays Costs of Construction of the Project as described herein.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate, including Pledged TIF Revenues and Taxpayer Payments as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. 2025 Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "2025 Bond Fund." Money in the 2025 Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the 2025 Bond Fund, as and when received by the Trustee: (a) Pledged TIF Revenues, as provided in Section 4.7; (b) all interest and other income derived from investments of 2025 Bond Fund moneys as provided herein; (c) any and all Taxpayer Payments under the Taxpayer Agreements; (d) all payments received pursuant to the 2025 Note; and (e) all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the 2025 Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, it will deposit, or cause to be paid to Trustee for deposit in the 2025 Bond Fund for its account, sufficient sums derived from revenues and receipts derived from the Pledged TIF Revenues, Taxpayer Payments, and or the 2025 Note, as and when received by the Issuer, promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable. In the event of a deficiency of available Pledged TIF Revenues to make the next debt service payment, the Trustee shall notify each taxpayer under the applicable Taxpayer Agreements of the amount needed to remedy the deficiency by no later than the next January 5 or July 5, as applicable. Pursuant to the Taxpayer Agreement, the Taxpayer[s] [is/are] obligated to make a Taxpayer Payment to remedy the deficiency, and the Issuer covenants and agrees to transfer all Taxpayer Payments received to the Trustee. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the 2025 Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues, Taxpayer Payments, and the 2025 Note.

Moneys in the 2025 Bond Fund shall be used by the Trustee to pay Administrative Fees and then to pay interest and principal on the Bonds as they become due upon each Interest Payment Date, at maturity or upon redemption. The Trustee shall transmit such funds to the Paying Agent for the 2025 Bonds in sufficient time to insure that such interest will be paid as it becomes due. If Pledged TIF Revenues and Taxpayer Payments on deposit in the 2025 Bond Fund are not sufficient to pay the principal and interest then due, Pledged TIF Revenues shall be applied first to pay unpaid interest and then to unpaid and due principal; provided, however, that no interest shall be due or paid on any unpaid interest.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund." Money in the Surplus Fund shall be applied as provided in this Section 4.3.

The Trustee shall deposit in the Surplus Fund, as and when received, [(i) any excess portion of the Purchase Price to be deposited in the Surplus Fund as provided in Section 3.1 hereof and (ii)] all Pledged TIF Revenues in excess of payments due on the Bonds and/or Annual Fees on the next Interest Payment Date as provided in Section 4.2 hereof. Without further action or authorization, moneys in the Surplus Fund shall be used (i) to pay amounts due on the Bonds and (ii) to redeem or defease the 2025 Bonds in whole or in part in increments of $1,000.

Section 4.4. Project Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Project Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Project Fund shall consist of a Cost of Issuance Account (the "Cost of Issuance Account") and a Construction Account (the "Construction Account"). Moneys in the Project Fund shall be applied as provided in this Section 4.4

The Purchaser shall be credited with the purchase of the 2025 Bonds in the same principal amount as amounts paid by the Purchaser on each of the Funding Dates, which the Trustee shall record upon receipt by the Trustee of payment from the Purchaser on any Funding Date. The Trustee shall deposit any principal amount paid by the Purchaser on each Funding Date in the Construction Account.

Moneys on deposit in the Construction Account, as and when deposited, shall be paid out from time to time by the Trustee to or upon the order of the Company to pay for the Costs of Construction of the Project. Upon receipt by the Trustee of a written request in the form attached hereto as Exhibit B signed by the Authorized Representative of the Company. After the full principal amount of the Bonds has been paid by the Purchaser on one or more Fundings Dates, once all funds are paid out of the Construction Account, the Construction Account shall be closed.

The Issuer shall use the amount deposited to the Cost of Issuance Account pursuant to Section 3.1 hereof to pay Bond Issuance Costs set forth in a disbursement request in the form provided in Exhibit A provided to the Trustee and the Trustee's fees set forth on Exhibit C, which shall be paid by check or wire transfer at closing to the entities listed. Execution of this Indenture shall be authorization for these payments.

Section 4.5. [RESERVED].

Section 4.6. [RESERVED].

Section 4.7. Pledged TIF Revenues. So long as any Bonds remain outstanding hereunder, on or before each January 15 and July 15 commencing with the first January 15 or July 15 that Pledged TIF Revenues are available, the Issuer shall transfer the Pledged TIF Revenues to the Trustee. The Trustee is hereby directed to transfer to the 2025 Bond Fund, as appropriate, on each January 15 and July 15, the Pledged TIF Revenues received, and shall use such amounts deposited to the 2025 Bond Fund in accordance with Section 4.2 hereof. Any amounts remaining after the deposits to the 2025 Bond Fund shall be used to redeem the outstanding Bonds in accordance with Article V hereof.

Section 4.8. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.9. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.7 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF 2025 BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. The 2025 Bonds are subject to optional redemption at the option of the Issuer, prior to maturity on February 1, 2035 or any date thereafter, upon six (6) months' written notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities, with no premium, plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of 2025 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the 2025 Bonds, or portions of fully registered 2025 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than six (6) months prior to the date fixed for redemption to the registered owner of each 2025 Bond to be redeemed at the address shown on the registration books. In the event of a partial redemption the 2025 Bonds, such notice of redemption shall specify the respective principal installment amounts to be called, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered 2025 Bond shall not affect the validity of any proceedings for the redemption of other 2025 Bonds.

On and after the redemption date specified in the aforesaid notice, such 2025 Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All 2025 Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee in accordance with its destruction policy in effect and shall not be reissued, and a certificate of destruction shall be furnished, upon written request, by the Trustee to the Issuer and the Company.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the 2025 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the 2025 Bonds thus called shall no longer accrue from and after the date fixed for redemption. No payment shall be made by the Paying Agent upon any 2025 Bond until such 2025 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed 2025 Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the 2025 Bonds at the time outstanding are to be called for redemption, the maturities of 2025 Bonds or principal installment amounts to be redeemed shall be redeemed in inverse order of installment payments. If fewer than all of the 2025 Bonds within a principal installment are to be redeemed, the Trustee shall select by

lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the 2025 Bonds or portions of 2025 Bonds within such principal installment that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many 2025 Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular 2025 Bonds or portions thereof shall be redeemed in part in $1,000 denominations and integral multiples thereof until the 2025 Bonds are paid in full; provided, that the 2025 Bonds that remain after such redemption must be in authorized denominations.

If less than the entire principal amount of any registered 2025 Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered 2025 Bond shall forthwith surrender such 2025 Bond to the Paying Agent in exchange for (a) payment of the redemption price of plus accrued interest on the principal amount called for redemption and (b) a new 2025 Bond or 2025 Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered 2025 Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Pledged TIF Revenues, payments on the 2025 Note, and Taxpayer Payments, which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from Pledged TIF Revenues, payments on the 2025 Note, and Taxpayer Payments. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the Pledged TIF Revenues, payments on the 2025 Note, and Taxpayer Payments in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid

exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Filing of Indenture, Loan Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. The Company shall provide a copy of any written direction provided under this Section 6.3 to the Trustee at the same time as such written direction is provided to the Issuer. This Section 6.3 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto. The Trustee shall not be under any duty to record or file instruments noted pursuant to this Section 6.3.

Section 6.4. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.5. List of Bondholders. The Trustee will keep on file at the designated corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. Rights Under Loan Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.7. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.7 of the Loan Agreement and in the absence of written direction the Trustee shall invest in funds in the _____, which is hereby deemed to constitute a Qualified Investment. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of the directed investments. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment

department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees.

Although the Issuer and the Company each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Company hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 6.8. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by the Paying Agent to the Borrower and thereafter the Bondholders shall be entitled to look only to Borrower for payment, and then only to the extent of the amount so repaid, and Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money..

Section 6.9. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as the Trustee shall be directed in writing by the Requisite Bondholders upon receipt of satisfactory indemnity provided to the Trustee.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default" under this Indenture:

(a) any event of default as defined in Sections 5.1(a)(i), (a)(ii), (a)(iii) or (a)(iv) of the Loan Agreement shall occur and be continuing; or

(b) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder.

(c) the Issuer fails to apply collected Pledged TIF Revenues or Taxpayer Payments as required by Article IV of this Indenture.

The insufficiency of Pledged TIF Revenues and Taxpayer Payments to pay debt service due on the 2025 Bonds shall not constitute an event of default hereunder.

Section 7.2. Remedies; Rights of Bondholders.

(i) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the Loan Agreement, the 2025 Note, and the Taxpayer Agreements, with the consent and direction of the Bondholders.

(ii) Upon the occurrence of an event of default, and if directed in writing so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee shall be directed in writing to exercise by the Requisite Bondholders.

(iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed

to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.3. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.4. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the 2025 Bond Fund and all moneys in the 2025 Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates (or principal installment dates, as appropriate), with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds (or principal installment dates, as appropriate) due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to (a) to the Issuer, if the Bonds have been paid in full, or (b) if and to the extent the Bonds have not been paid in full, to the Company or its successors or assigns, upon the written request of the Company or to

whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.5. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture, the Loan Agreement, the 2025 Note, the Taxpayer Agreements, or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.6. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby

declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.7. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 7.9. Rights Under Taxpayer Agreements. The Issuer hereby directs the Trustee to, and the Trustee shall, in its name or in the name of the Issuer, enforce all rights of the Issuer and all obligations of the Taxpayer[s] under and pursuant to the Taxpayer Agreements for and on behalf of the Issuer and the Bondholders, whether or not the Issuer is in default hereunder. Additionally, upon the occurrence of any nonpayment of the Bonds when due, the Bondholders shall have the right under this Trust Indenture to direct the Trustee to enforce the rights of the Issuer under the Trust Indenture and the Taxpayer Agreements, and the obligations of the Owner under and pursuant to the Taxpayer Agreements, and to take any action under this Trust Indenture

that would otherwise be available to the Bondholders upon the occurrence and continuance of an Event of Default (whether or not an Event of Default has actually occurred).

Section 7.10. Insufficient Pledged TIF Revenues. . Notwithstanding any other provision of this Indenture or in any other document relating to the Bonds to the contrary, that any failure of the Issuer to make all or a portion of a scheduled principal payment or interest payment on the 2025 Bonds as a result of (1) an insufficiency of Pledged TIF Revenues, (2) nonpayment or delay in collecting or enforcing Taxpayer Payments, or (3) nonpayment or delay in payment by the Borrower on its 2025 Note issued under the Loan Agreement to evidence the Borrower's repayment obligations thereunder, shall not create a default of the Issuer under this Indenture or any other instrument. After February 1, 2050, all 2025 Bonds shall be deemed to be paid and no longer outstanding for all purposes of this Indenture, all obligations of the Issuer hereunder shall terminate, and under no circumstances shall any payments be due on any 2025 Bonds after February 1, 2050.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Loan Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in connection with the performance of its duties hereunder.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 and under Article VII hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including liability incurred in connection with the enforcement of the terms and provisions of this Indenture, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture as it shall be directed to in writing by the Requisite Bondholders.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. Under no circumstances does the Trustee assume any responsibility or liability for the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of federal income taxation or for the maintenance of such tax-exempt status subsequent to the date of issuance of the Bonds.

(q) The Trustee shall not be accountable for the use or application by the Company of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or drawn down by the Company in accordance with the provisions of this Indenture and the Loan Agreement or for the use and application of money received by any paying agent.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. To the extent that TIF is insufficient to pay the Administrative Fees of the Trustee, it is agreed that the Company shall be responsible for unpaid fees of the Trustee. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses

incurred. In the event of a bankruptcy, the fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party, the Trustee shall intervene on behalf of Bondholders subject to the provisions of Section 8.1(l), upon being directed in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding to intervene in such proceeding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders. The fees and expenses of the Trustee shall be paid prior to the effectiveness of any removal.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or

by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed as “Registrar” and “Paying Agent” under this Indenture. Any Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days’ written notice to the Issuer, the Company and the Trustee. Any Registrar and Paying Agent may be removed at any time by an instrument, filed with such Registrar, Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Registrar and Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust Company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least $100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

Section 8.12. Indemnification. To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture; or

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them; or

(c) To subject to this Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this Indenture which, in the judgment of the Issuer, in its sole discretion, is not to the material prejudice of the Company or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute; or

(f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the

holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) the deprivation of the Owners of any 2025 Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Legal Opinion. In connection with a supplemental indenture being entered into pursuant to the provisions of this Article IX, the Trustee shall receive an opinion of Bond Counsel to the effect that said supplemental indenture is authorized and permitted by the terms of this Indenture in compliance with all conditions precedent, that it is proper for the Trustee to join in the execution of such supplemental indenture and that the Trustee may conclusively rely on such opinion. The Trustee may conclusively rely on the written determination of the Issuer with respect to a supplemental indenture entered into pursuant to Section 9.1(d).

Section 9.4. Supplemental Indenture Effectiveness Upon Trustee. The Trustee need not enter into or consent to any supplemental indenture which it determines to be materially prejudiced to it.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE LOAN AGREEMENT

Section 10.1. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the written consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement as may be required (i) by the provisions of the Loan Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Issuer, in its sole discretion, is not to the prejudice of the Bondholders.

Section 10.2. Amendments, etc., to Loan Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. Legal Opinion. In connection with an amendment, change or modification to the Loan Agreement being consented to pursuant to the provisions of this Article X, the Trustee shall receive an opinion of Bond Counsel to the effect that said consent to the amendment, change or modification in question is authorized and permitted by the terms of this Indenture in compliance with all conditions precedent, and that it is appropriate for the Trustee to join in such amendment, change or modification and that the Trustee may conclusively rely on such opinion.

Section 10.4. Amendments, etc.; Consent of Trustee. The Trustee need not consent to any amendment, change or modification of the Loan Agreement which it determines to be materially prejudiced to it.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Loan Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, upon direction of the Issuer, the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds and except for any Pledged TIF Revenues which shall be delivered to the Issuer) when:

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the Loan Agreement and in this Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be; provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time, the Trustee shall be provided with a defeasance opinion by nationally recognized Bond Counsel. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of the Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the 2025 Bond Fund as and when realized and collected for use and application as are other moneys deposited in the 2025 Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Governmental obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to this Section 11.2, the Trustee shall receive, at the expense of the Company, and may rely on a verification report of a firm of nationally recognized independent certified public accountants. The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of 2025 Bonds. If the Bondholders of any 2025 Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that 2025 Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that 2025 Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and

applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and

exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Loan Agreement.

Notwithstanding the foregoing, the Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and the Loan Agreement and delivered using Electronic Means; provided, however, that the Issuer and the Company, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer and the Company, as the case may be, whenever a person is to be added or deleted from the listing. If the Issuer and the Company, as the case may be, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Issuer and the Company each understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Company, as the case may be, shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer and the Company, as the case may be, and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and the Company, as the case may be. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company each agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various

methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer and the Company, as the case may be; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter with the same force and effect as if made on such date.

Section 11.13. Shortfall of Pledged TIF Revenues. Notwithstanding any other provision of this Indenture, any portion of the principal or interest due on the 2025 Bonds that remains unpaid due to a shortfall in Pledged TIF Revenues shall trigger a Taxpayer Payment in accordance with the terms of the Taxpayer Agreements, but shall not be deemed defeased or otherwise satisfied, shall not be considered paid, and shall continue to be due and owing until the earlier of: (i) full payment by the Issuer; or (ii) the maturity date of the 2025 Bonds. Interest shall not accrue on the interest that remains unpaid beyond the applicable debt service payment date.

(End of Article XI)

IN WITNESS WHEREOF, the City of Fishers, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Controller, and to evidence its acceptance of the trusts hereby created, _____, with a corporate trust office located in Indianapolis, Indiana, has caused these presents to be signed in its name and on its behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

[*Issuer's signature page to the Trust Indenture*]

_____, as Trustee

By:_____

Printed:_____

Title:_____

[*Trustee's signature page to the Trust Indenture*]

EXHIBIT A

FORM OF COST OF ISSUANCE ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
$_____
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

Request for Disbursement from Cost of Issuance Account

Request No. ___

_____
Attn: Corporate Trust Services
_____
_____

THE UNDERSIGNED hereby certifies that he/she is an Authorized Representative of the Issuer the respective meanings of the 2025 Trust Indenture, dated as of _____ 1, 2025 (the "2025 Trust Indenture"), between the City of Fishers, Indiana and _____, as trustee (the "Trustee"). Terms used in this Request and not defined in this Request are used with the meanings ascribed to such terms in the Trust Indenture.

Pursuant to Section 4.4 of the Trust Indenture, the Borrower hereby orders the Trustee to pay the Bond Issuance Costs, as described on Schedule 1 to this Request.

IN SUPPORT OF THIS REQUEST, the undersigned Authorized Representative of the Issuer certifies as follows:

1. The aggregate costs or obligations set forth in this Request (a) have been made or incurred and (b) are Bond Issuance Costs;

2. The amount(s) paid or to be paid is(are) reasonable and represent(s) a part of the amount(s) payable for the Bond Issuance Costs; and such payment(s) was(were) made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

3. No part of such costs or obligations was included in any written request previously filed with the Trustee under the provisions of the 2025 Trust Indenture;

4. Exhibit A to this Request is a "recap" of the vendors and the respective amounts paid or to be paid pursuant to this Request; and

5. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

Date:_____

CITY OF FISHERS, INDIANA

By: _____

Printed: _____

Title: _____

SCHEDULE 1

Payee	Purpose	Amount

EXHIBIT B

FORM OF CONSTRUCTION ACCOUNT DISBURSEMENT REQUEST

CITY OF FISHERS, INDIANA
$_____
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

REQUISITION CERTIFICATE FOR DISBURSEMENT
OF FUNDS FROM CONSTRUCTION ACCOUNT

TO: _____, as Trustee

FROM: Developer (as defined in the hereinafter defined Indenture)

CC: City of Fishers, Indiana (the "City")

SUBJECT: Trust Indenture, dated as of _____ 1, 2025, between the Trustee and the City (the "Indenture")

DATE: _____

This represents Requisition Certificate No. ___ (constituting a written request of the Developer under Section 4 of the Indenture) in the total amount of $_____ for payment of those costs of the Project, including reimbursement to Developer, detailed in the Schedule attached. Terms capitalized herein have the meanings specified in the Indenture.

The undersigned certifies, represents and warrants that at least $_____ of non-bond funds have been spent on construction of the Project and:

(1) Each item for which disbursement is requested hereunder is properly payable out of the Construction Account in accordance with the terms and conditions of the Indenture, the Financing Agreement and the Project Agreement and none of those items has formed the basis for any disbursement heretofore made from the Construction Account;

(2) Each such item is or was necessary in connection with the acquisition, construction, equipping, installation or improvement of the property comprising the Project;

(3) The disbursement hereby requested will be used to pay such person(s), or to reimburse Developer in full, for each item that has formed the basis of this request as described on the attached Schedule;

(4) This request constitutes the approval of Developer of each disbursement hereby requested; and

(5) This request and all invoices and other documentation attached hereto has been provided to an Authorized Representative of the City for review and approval. The City has had an opportunity to review this request and all invoices and other documentation attached hereto and ask questions of Developer and seek additional information.

IN WITNESS WHEREOF, an Authorized Representative of Developer has set their hand as of the _____ day of , 20__.

By: _____
Authorized Representative of Developer

Reviewed and Approved by an
Authorized Representative of the City

By: _____
Authorized Representative of the City

EXHIBIT C

TRUSTEE FEES

LOAN AGREEMENT

BETWEEN

THOMPSON THRIFT DEVELOPMENT, INC.

AND

CITY OF FISHERS, INDIANA

Dated as of _____ 1, 2025

Certain of the rights of the Issuer hereunder have been assigned to _____, as Trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of _____ 1, 2025 (the "Loan Agreement") between THOMPSON THRIFT DEVELOPMENT, INC., a corporation duly organized and validly existing under the laws of the State of Indiana (the "Borrower"), and the CITY OF FISHERS, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the "Issuer").

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of certain infrastructure, site, and building improvements, for diversification of economic development and promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Fishers Redevelopment Commission (the "Redevelopment Commission") has established each of the Union Allocation Area, the Crossing Lot 3 Allocation Area, the Crossing Lot 5 Allocation Area, the Crossing Lot 6 Allocation Area, and the Yard Economic Development Allocation Area (collectively, the "Allocation Areas") located in the Consolidated Fishers/I-69 Economic Development Area within the City of Fishers, Indiana;

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Fishers; will benefit the health, safety, morals, and general welfare of the citizens of the City of Fishers and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the Issuer intends to issue its Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) in the aggregate principal amount of $_____ (the "Series 2025 Bonds") pursuant to a Trust Indenture dated as of _____ 1, 2025 (the "Indenture") from the Issuer to _____, as Trustee (the "Trustee"), and to lend the proceeds of the Series 2025 Bonds pursuant to the provisions of this Loan Agreement to the Borrower to finance the projects set forth on Exhibit A;

WHEREAS, this Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2025 Bonds and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 2025 (the "Series 2025 Note") in substantially the form attached hereto as Exhibit B;

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the Series 2025 Note and assign certain of its rights under this Loan Agreement to the Trustee as security for the Series 2025 Bonds; and

WHEREAS, the Bonds issued under the Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Series 2025 Note; (ii) Pledged TIF Revenues (as defined in the Indenture), (iii) Bond proceeds, (iv) investment earnings on each of the foregoing

funds, or (v) to the extent of any insufficiency in the foregoing, Taxpayer Payments under the Taxpayer Agreements (each as hereinafter defined).

PRELIMINARY STATEMENT

In consideration of the premises, the loan of the proceeds of the Series 2025 Bonds to be made by the Issuer, the acceptance of the Series 2025 Note by the Issuer, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

This Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Series 2025 Note and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

"Additional Bonds" means the additional subordinate bonds authorized to be issued by the Issuer pursuant to Section 2.8 of the Indenture and any bonds issued in substitution or replacement therefor.

"Annual Fees" means annual Trustee Fees.

"Allocation Areas" means, collectively, the Union Allocation Area, the Crossing Lot 3 Allocation Area, the Crossing Lot 5 Allocation Area, the Crossing Lot 6 Allocation Area, and the Yard Economic Development Allocation Area, each of which was established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation areas.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bond Fund" means the Bond Fund established by Section 4.2 of the Indenture.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Series 2025 Bonds, any Additional Bonds issued under the Indenture.

"Borrower" means Thompson Thrift Development, Inc., an Indiana corporation duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors or assigns thereto permitted under Section 3.3 hereof.

"Commission" means the City of Fishers Economic Development Commission.

"Costs of Construction" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(i) the "2025 Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Borrower in connection with the issuance and sale of the Series 2025 Bonds, including underwriting or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower's accountants, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Series 2025 Bonds, the costs of preparing or printing the Series 2025 Bonds and the documentation supporting the issuance of the Series 2025 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the "Capitalized Interest Costs", namely all or a portion of interest on the Series 2025 Bonds from the earliest Funding Date through February 1, 2029;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iv) all costs and expenses which Issuer or Borrower shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project; and

(v) any sums required to reimburse Issuer or Borrower for advances made by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

"Funding Dates" are the dates on which, from time to time, a portion of the purchase price for the 2025 Bonds, are deposited with the Trustee. in accordance with Indenture. The Funding Dates are expected to be each of October 1, 2025, November 1, 2025, December 1, 2025, January 1, 2026 and February 1, 2026

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b)

obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), (c) certificates or receipts representing direct ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b), which obligations are held by a custodian in safekeeping on behalf of such certificates or receipts, or (d) senior, unsubordinated obligations of the Federal National Mortgage Association of Federal Home Loan Mortgage Corporation; provided that with respect to obligations of the sort described in clause (d), (i) such obligations are rated in the highest rating category for such obligation by any of Moody's, S&P or Fitch and (ii) in the event that any bonds are defeased with such obligations in whole or in part those bonds shall be concurrently rated in the highest rating category for such obligations by any of Moody's, S&P or Fitch.

"Indenture" means the Trust Indenture dated as of _____ 1, 2025, between the Issuer and the Trustee and all amendments and supplements thereto.

"Issuer" means the City of Fishers, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Loan" means the loan by the Issuer to the Borrower of the proceeds of the sale of the Series 2025 Bonds.

"Note" or "Notes" means the Series 2025 Note, and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

"Outstanding," with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the Indenture and with reference to Notes, means all notes theretofore issued and not yet paid and discharged under the terms of this Loan Agreement.

"Pledge Resolution" means Resolution No. FRC _____, adopted by the Redevelopment Commission on _____, 2025, irrevocably pledging the Pledged TIF Revenues and the Taxpayer Payments to the payment of debt service on the Series 2025 Bonds.

"Pledged TIF Revenues" means all of the Tax Increment (as defined in the Pledge Resolution) received by the Redevelopment Commission and pledged to the Issuer pursuant to the Pledge Resolution.

"Project" means the projects set forth in Exhibit A-1.

"Project Agreement" means the Amended and Restated Project Agreement among Thompson Thrift Development, Inc., the City, the Economic Development Commission, and the Redevelopment Commission, dated February 24, 2025, as supplemented and amended from time to time according to its terms.

"Qualified Investments" means to the extent permitted by the laws of the State (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any

of the following: Federal Farm Credit Banks, Federal Financing Bank, Federal Home Loan Banks, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; (iii) certificates of deposit, time deposits and other interest-bearing deposit accounts with any banking institution, including the Trustee, which are insured by the Federal Deposit Insurance Corporation; (iv) any money market fund, sweep account, mutual fund or trust, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise Trustee or Paying Agent, and shall invest solely in a portfolio of obligations described in (i) or (ii) above or money market funds rated in the highest category by Moody's Investors Service or Standard & Poors Ratings Group, including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; (v) repurchase agreements with the Trustee or any of its affiliated banks or any other bank having a net worth of at least $100,000,000 secured by a pledge and physical delivery (except in the case of securities issued in book-entry form, which shall be registered in the name of the Trustee) to the Trustee of obligations described in (i) or (ii) hereof; (vi) municipal obligations the interest on which would be excluded from the gross income of the owners thereof for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, if (a) rated in one of the three highest rating categories of either Moody's Investors Service or Standard & Poors Ratings Group, or, (b) if fully secured by securities guaranteed as to principal and interest by the United States of America; and (vii) stock of a Qualified Regulated Investment Company which invests solely in obligations described in (vi) above.

"Redevelopment Commission" means the City of Fishers Redevelopment Commission.

"Series 2025 Bonds" means the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project).

"Taxpayer Agreements" means collectively, those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of _____ ____, 2025, between each of the Taxpayers and the Redevelopment Commission.

"Taxpayer Payments" means the payments due from the Taxpayers pursuant to the Taxpayer Agreements.

"Taxpayers" means each of _____, _____, and _____ and their successors and assigns under the Taxpayer Agreements, as the owners of the real estate on which the Project is located.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean The Huntington National Bank, Indianapolis, Indiana.

Section 1.2. Rules of Interpretation. For all purposes of this Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Loan Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Loan Agreement.

Exhibit A-1. The Project.

Exhibit A-2. Form of Certificate of Completion

Exhibit B. Form of Series 2025 Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 2025 BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this Loan Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) Issuer agrees to provide funds from the issuance of the Series 2025 Bonds to loan to the Borrower for financing the construction of the Project for the benefit of the holders of the Bonds, to create additional employment opportunities in Fishers, Indiana and to benefit the health, safety, morals and general welfare of the citizens of Fishers and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Loan Agreement and the Series 2025 Note to the Trustee.

(c) Each of the Allocation Areas has been properly created as an "allocation area" pursuant to Indiana Code 36-7-14-39. The Pledged TIF Revenues have been properly and legally pledged by the Redevelopment Commission to the payment of the Series 2025 Bonds.

(d) The Issuer represents that the Series 2025 Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Series 2025 Note has not been registered under the Securities Act of 1933.

Section 2.2. Representations by Borrower. Borrower represents and warrants that:

(a) It is an Indiana corporation duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Series 2025 Note, has full power to enter into and perform its obligations under this Agreement and the Series 2025 Note, and by proper action has duly authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2025 Note.

(b) All of the proceeds from the Series 2025 Bonds (including any income earned on the investment of such proceeds) will be used for Costs of Construction.

(c) The Borrower intends to operate the Project, or cause the Project to be operated, as an economic development facility under the Act, until the expiration or termination of this Loan Agreement.

(d) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 2025 Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will

contravene the Borrower's articles of incorporation and by-laws or any law or any governmental rule, regulation or order currently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this Loan Agreement and the Series 2025 Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) This Loan Agreement and the Series 2025 Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 2025 Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 2025 Note.

(i) The issuance of the Series 2025 Bonds satisfies the Issuer's obligation under the Project Agreement to issue the Union Project Senior Bonds (as defined in the Project Agreement).

Section 2.3. Loan of Series 2025 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2025 Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 2025 Note substantially in the form attached hereto as Exhibit B.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Series 2025 Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.5, 3.7 and 3.9 hereof, and to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Notes at the rates and the places and in the manner mentioned in the Notes and this Loan Agreement, according to the true intent and meaning thereof and hereof as follows: on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the Bond Fund (including without limitation any Pledged TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption, or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture. Section 4.7 of the Indenture provides that the Issuer shall transfer the Pledged TIF Revenues for the payment of the Series 2025 Bonds to the Bond Fund on each January 15 and July 15, commencing on the February 1 or August 1 next succeeding the Funding Date. Such transfers shall be a credit against and serve to reduce the Borrower's obligations to make payments under the Notes and this Loan Agreement.

(b) The Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all Taxpayer Payments as may be due and owing pursuant to the Taxpayer Agreement and the Indenture, (ii) all reasonable fees and charges of the Trustee incurred under the Indenture, as and when the same become due; (iii) all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds; (iv) all reasonable expenses incurred in connection with the enforcement of any rights under the Loan Agreement, the Taxpayer Agreements, or the Indenture by the Issuer, the Trustee or the Bondholders; and (v) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Loan Agreement; provided, however, that the Borrower may, without creating a default under the Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses. Notwithstanding the foregoing, the Borrower is only obligated to pay amounts under (i) and (ii) above if the Pledged TIF Revenues are insufficient to pay such amount.

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that all payments pursuant hereto and to the Notes shall

be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project or the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the holders of the Bonds. Notwithstanding the foregoing, the Issuer, the Trustee and the Borrower acknowledge that the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under the Note and this Loan Agreement.

(d) As long as the Bonds are outstanding, the Borrower covenants to pay or cause to be paid all property tax bills for all property in the Allocation Areas (including the Project) owned or leased by the Borrower, its affiliates and its subsidiaries before the tax bills are delinquent, subject to the right to contest in good faith any property tax assessments.

(e) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by Issuer. Issuer hereby directs Borrower and Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(f) The Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality

of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Indenture, other than a failure by the Issuer to deposit, or cause to be deposited, the Pledged TIF Revenues as contemplated by Section 3.2(a) hereof.

(g) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Maintenance of Existence. The Borrower will maintain its existence and not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with another entity or permit one or more other entities to consolidate with it except as provided in this Section 3.3. Before the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets if (i) an affiliate of the Borrower assumes all of the Borrower's obligations under this Loan Agreement and agrees to complete the Project and (ii) the owners of all of the Series 2025 Bonds and the Issuer consent in writing, which consent shall not be unreasonably withheld. Once the Project is substantially complete, the Borrower may dissolve or otherwise dispose of all or substantially all of its assets with the written consent of the owners of all of the Series 2025 Bonds and the Issuer, which consent shall not be unreasonably withheld. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.4. Project Agreement and Taxpayer Agreement The Borrower agrees to perform all material matters provided in the Project Agreement and Taxpayer Agreement applicable to the Borrower to be performed by the Borrower (for the avoidance of doubt, with respect to the Taxpayer Agreement, in the Borrower’s capacity as Taxpayer thereunder) and to comply with all material provisions of the Project Agreement and Taxpayer Agreement applicable to the Borrower and the Project, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement and Taxpayer Agreement applicable to the Borrower to be an event of default by the Borrower or, with the passage of time or the giving of notice, or both, would constitute an event of default on the part of the Borrower under the Project Agreement or the Taxpayer Agreement applicable to the Borrower.

Section 3.5. Indemnity. The Borrower will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders, the Trustee and the Paying Agent harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys’ fees and expenses of the Issuer, the Trustee and the Paying Agent), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(a) Violation of any agreement or condition of this Loan Agreement or the Indenture, except by the Issuer or the Trustee;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by the Borrower in connection with the issuance and sale of the Series 2025 Bonds and the Project;

(f) As a result of the Trustee and Paying Agent's acceptance of or arising from the performance of its duties hereunder or under the Indenture.

The foregoing indemnification shall survive the removal or resignation of the Trustee and Paying Agent or the termination and discharge of the Indenture.

The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the Issuer or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the Issuer or the Trustee.

Section 3.6. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest thereon; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2025 Bonds. So long as they are reasonable, the Borrower agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Issuer, the Trustee and the Paying Agent in connection with or as an incident to the issuance and sale of the Series 2025 Bonds; provided, however, that the Borrower may, without creating a default under the Loan Agreement, contest in good faith the reasonableness of any such fees, charges or expenses. Pursuant to Section 4.2 of the Indenture, the Issuer has authorized the use of certain proceeds of the Series 2025 Bonds to defray the Borrower's obligations under this Section.

Section 3.8. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee all proceeds from the sale of the Series 2025 Bonds, as and when received, in the manner specified in Article 3.1 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Article 3.1 of the Indenture.

The Borrower and the Issuer agree that all moneys in any Fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Section 3.9. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following:

(a) To the extent Pledged TIF Revenues are not then available, all reasonable fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due.

(b) To the extent Pledged TIF Revenues are not then available, all reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Series 2025 Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Series 2025 Bonds.

(c) To the extent Pledged TIF Revenues are not then available, an amount sufficient to reimburse the Issuer for all reasonable expenses incurred by the Issuer under this Loan Agreement and in connection with the performance of its obligations under this Loan Agreement or the Indenture.

(d) All reasonable expenses incurred in connection with the enforcement of any rights under this Loan Agreement or the Indenture by the Issuer, the Trustee or the Bondholders.

(e) To the extent Pledged TIF Revenues are not then available (and to the extent such payments may be lawfully made from the Pledged TIF Revenues), all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Loan Agreement.

Notwithstanding anything in this Section 3.9 to the contrary, the Borrower may, without creating an event of default as herein defined, after making the payments required by this Section 3.9, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee or the Bondholders.

Section 3.10. Credits on Notes. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV with respect to partial prepayment of the Note, any moneys deposited by the Trustee in the Bond Fund for payment on the 2025 Bonds (including without limitation any Bond proceeds to be used for Capitalized Interest Costs and any Pledged TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal, premium, if any, and interest on the Notes as the same become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the Issuer with the proceeds of the sale of Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or canceled, including in connection with any mandatory sinking fund payment for any series of Bonds subject to a mandatory sinking fund requirement.

Section 3.11. Completion of Project. (a) Borrower agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, by not later than January 1, 2027.

(b) In the event the moneys in the Project Fund should not be sufficient to pay in full the costs to be paid therefrom, the Borrower agrees, for the benefit of the City and the Series 2025 Bondholders and in order to fulfill the purposes of the Act, to complete the construction of the Project and to pay that portion of the costs therefor as may be in excess of the moneys available therefor in the Project Fund. The City does not make any warranty, either express or implied, that the moneys, which will be paid into the Project Fund and which under the provisions of this Loan Agreement will be available for payment of the costs of the construction of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Project Fund, the Borrower should pay pursuant hereto any portion of the costs of construction of the Project, it shall not be entitled to any reimbursement therefor from the City, the Trustee, or the holders of any of the Series 2025 Bonds, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder or under the Series 2025 Note.

(c) The City has, in the Indenture, authorized and directed the Trustee to make payments from the Construction Account of the Project Fund to pay the costs of construction of the Project, or to reimburse the Borrower for any costs of construction paid by it. The Borrower agrees to submit disbursement requests in accordance with Section 4 of the Indenture as may be necessary to effect payments out of the Construction Account of the Project Fund.

(d) Upon its determination that the Project has been completed, the Borrower shall deliver to the Trustee, the Bondholders, and the Issuer a certificate signed by an authorized representative of Borrower stating that, except for amounts retained by Trustee at Borrower's direction for any Costs of Construction not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials and supplies used in such construction have been paid for, (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project meets the required standards set forth in Exhibit A-2 (such certificate, the "Certificate of Completion"). Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

(e) Upon receipt of the Certificate of Completion, the Issuer shall determine in its reasonable discretion whether or not the Project has been completed in accordance with the required standards set forth on Exhibit A-2. If the Issuer determines that the Project has been completed in the accordance with the required standards set forth in Exhibit A-2, the Issuer shall approve the Certificate of Completion and deliver such approved Certificate of Completion to the Trustee.

. Full Performance Under Project Agreement. The Borrower Agrees to perform all material matters provided by the Project Agreement to be performed by the Borrower and to comply with all material provisions of the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be an event of default by the Borrower or, with the passage of time or the giving of notice, or both would constitute an event of default on the part of the Borrower, under the Project Agreement. The Borrower hereby reconfirms all of the Borrower's covenants in the Project Agreement.

Section 3.13. Sale, Substitution, or Lease of Project; Sale of Project. The Borrower may sell, lease or transfer or otherwise dispose of the Project or any portion thereof. Notwithstanding the foregoing, in the event of any sale of all or any portion of the Project so long as the Series 2025 Bonds are outstanding, Borrower shall obtain with copy to the City a covenant from the purchaser confirming the purchaser will fully comply with the representations in Section 2.2 hereof.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 2025 NOTE

Section 4.1. Pledged TIF Revenues. The Issuer covenants that, to the extent collected, it will pay the Pledged TIF Revenues to the Trustee as provided in Section 4.7 of the Indenture, provided that the Issuer shall have no other obligation with respect to the payment of the Series 2025 Bonds. Optional PrepaymentThe Series 2025 Note may be prepaid, in whole or in part, on any date at the principal amount thereof and without premium, plus in each case accrued interest to the date fixed for redemption.

To exercise such option to prepay the Series 2025 Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of, premium, if any, and accrued interest on the portion of the Series 2025 Note to be prepaid and the corollary redemption of the Series 2025 Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 2025 Bonds shall be credited against the installment or installments of principal due on the Series 2025 Note corresponding to the maturity of the Series 2025 Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 2025 Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.3. Notice of Prepayment. The Borrower shall give the Trustee not less than five (5) days prior written notice of any prepayment of the Series 2025 Note pursuant to Sections 4.3 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 2025 Bonds in the amounts corresponding to the Series 2025 Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Borrower to pay any installment of interest, principal, or any premiums, on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise, unless the Requisite Bondholders shall have consented thereto;

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the Requisite Bondholders shall have consented thereto;

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) Any event of default under Section 7.1 of the Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes, this Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the

enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. *Notwithstanding anything in this Loan Agreement to the contrary, the Requisite Bondholders shall control the declaration or waiver of events of default under Section 5.1, and may exercise, and shall control the exercise of, all remedies under this Loan Agreement, including those set forth in Sections 5.1 and 5.2.*

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence

therein; and every power and remedy given by this Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this Loan Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this Loan Agreement. Subject to the provisions of Article X of the Indenture, the Borrower and the Issuer may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee and the Requisite Bondholders for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled. For the avoidance of doubt, satisfaction and termination of this Loan Agreement, whether by defeasance or otherwise, shall not constitute satisfaction or termination of the obligations of Taxpayer under the Taxpayer Agreement.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Notes, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 9.2. Severability. In case any one or more of the provisions contained in this Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Loan Agreement and the Notes inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Fishers, Indiana Attn: Lindsey Bennett, City Attorney One Municipal Drive Fishers, Indiana 46038
With a copy to:	Jennifer C. Messer (via email at jennifercmesserlaw@gmail.com)

To the Borrower: Thompson Thrift Development, Inc.
_____
_____
_____
e-mail: _____
Attn: _____

To the Trustee: _____
Attn: Corporate Trust Services
_____
_____

Section 9.5. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Borrower may not assign its rights or obligations under this Loan Agreement without the consent of the Issuer and the Bondholders, which may be withheld in their absolute discretion, except in compliance with Section 3.3 of this Loan Agreement.

Section 9.6. Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

Section 9.8. Indenture Provisions. The Indenture provisions concerning the Bonds and other matters therein are an integral part of the terms and conditions of the loan made by the Issuer to the Borrower pursuant to this Loan Agreement and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

THOMPSON THRIFT DEVELOPMENT, INC.

_____

CITY OF FISHERS, INDIANA

By: _____
Mayor

Attest:

_____
Controller

EXHIBIT A-1

PROJECT

The Project consists the acquisition, construction, renovation and equipping of (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 all of which shall conform to the parameters, requirements and descriptions thereof set forth in the Project Agreement.

EXHIBIT A-2

FORM OF CERTIFICATE OF COMPLETION

CITY OF FISHERS, INDIANA
SENIOR TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2025
(UNION PROJECT)

AFFIDAVIT OF COMPLETION

The undersigned, as an Authorized Representative of Thompson Thrift Development, Inc. (the "Borrower") for purposes of the Loan Agreement, dated as of _____ 1, 2025, between the Borrower and the City of Fishers, Indiana (the "Loan Agreement") hereby certifies that the Project was complete and ready for occupancy on _____, 202__ and I have caused the [architect/engineer] for the Project to attest the same below.

All capitalized terms which are not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

Dated: _____, 202__

AUTHORIZED REPRESENTATIVE

_____

[ARCHITECT/ENGINEER]

By: _____

Printed: _____

Title: _____

EXHIBIT B

THOMPSON THRIFT DEVELOPMENT, INC.

NOTE, SERIES 2025

FOR VALUE RECEIVED, the undersigned, THOMPSON THRIFT DEVELOPMENT, INC. ("Borrower"), a limited liability company organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the CITY OF FISHERS, INDIANA ("Issuer"), in immediately available funds, the principal sum of $_____ and interest thereon, during the term of the Loan Agreement (the "Loan Agreement") dated as of _____ 1, 2025 between Issuer and Borrower, commencing one business day prior to the next succeeding February 1 or August 1 after the Funding Date (as defined in the 2025 Trust Indenture, dated as of _____ 1, 2025 (the "Trust Indenture") between the Issuer and _____, as Trustee (the "Trustee")) and on one business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal and interest which will become due on the next day on the Series 2025 Bonds (as hereinafter defined), all subject to the credits described in the Loan Agreement and to the presence of other available money for such installment in the Bond Fund under the Trust Indenture (including without limitation any Pledged TIF Revenues).

Payments of both principal and interest are to be endorsed to the Trustee, and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated "City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project)" (the "Series 2025 Bonds"). All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by Issuer under the Loan Agreement or under any other agreement between Borrower and Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason. Notwithstanding the foregoing, the Pledged TIF Revenues are intended to be credited against and serve to reduce the Borrower's obligations to make payments under this Note, all as more fully provided in the Loan Agreement and such Trust Indenture.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

In certain events and in the manner set forth in the Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer

under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorneys fees and costs of collection and without relief from valuation and appraisement laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of _____ ___, 2025.

Issue Date: _____ ___, 2025

THOMPSON THRIFT DEVELOPMENT, INC.

_____

ENDORSEMENT

Pay, without recourse, to _____, as Trustee under the Trust Indenture dated as of _____ 1, 2025, from the undersigned.

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

DMS 42699079.4

ORDINANCE NO. 031725

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF FISHERS, INDIANA SENIOR TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2025 (UNION PROJECT) AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Fishers, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Bond Ordinance") and to carry out its provisions; and

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") has previously created the Consolidated Fishers/I-69 Economic Development Area (the "Economic Development Area"), has designated or will designate a portion of the area as each of the Union Allocation Area (the "Union Allocation Area"), the Crossing Lot 3 Allocation Area, (the "Lot 3 Allocation Area") the Crossing Lot 5 Allocation Area (the "Lot 5 Allocation Area"), the Crossing Lot 6 Allocation Area (the "Lot 6 Allocation Area") and the Yard Economic Development Allocation Area (the "Yard Allocation Area") for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created or will create each of the Union Allocation Fund (the "Union Allocation Fund"), the Crossing Lot 3 Allocation Fund (the "Lot 3 Allocation Fund"), the Crossing Lot 5 Allocation Fund (the "Lot 5 Allocation Fund"), the Crossing Lot 6 Allocation Fund (the "Lot 6 Allocation Fund") and the Yard Allocation Fund (the "Yard Allocation Fund"), pursuant to IC 36-7-14-39; and

WHEREAS, the City, the Commission, the City of Fishers, Indiana Economic Development Commission (the "EDC"), the Fishers Town Hall Building Corporation, and Thompson Thrift Development, Inc., an Indiana Corporation (together with any affiliate(s) thereof, the "Developer"), entered into an Amended and Restated Project Agreement, dated February 24, 2025 (the "Project Agreement"), pursuant to which the Developer committed to the acquisition, construction, renovation and equipping of (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 (collectively, the "Project") within the Economic Development Area and Union Allocation Area;

WHEREAS, pursuant to the Project Agreement, it is proposed that the City issue its Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) in an amount not to exceed Forty Million Dollars ($40,000,000) (the "Senior Union Bonds") under the Act and provide the proceeds of such Senior Union Bonds to the Developer to finance the costs of certain infrastructure, property acquisition, and other improvements and costs of the Developer to support

and related to the Developer's construction of the Project, as further described in the Project Agreement; and

WHEREAS, the completion of the Project results in the diversification of industry and the creation of jobs and business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the EDC published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Senior Union Bonds to finance the Project; and

WHEREAS, on the date specified in the notice of the Public Hearing, the EDC held the Public Hearing on the Project and received uncontroverted evidence that the Project will have no adverse competitive effect on similar facilities already constructed or operating in the City; and

WHEREAS, the Commission and EDC have performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) Loan Agreement, between the Developer and the City (the "Union Developer Agreement"); (2) a Trust Indenture governing the issuance of the Bonds (the "Union Trust Indenture"), between the City and a trustee to be selected by the Controller of the City; (3) the Senior Union Bonds; and (4) this Bond Ordinance (the Union Developer Agreement, the Union Trust Indenture, the Senior Union Bonds, and this Bond Ordinance, collectively, the "Union Financing Agreements").

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issuance of the Senior Union Bonds under the Act: (a) will be of benefit to the health and general welfare of the City; and (b) complies with the Act.

2. Approval of Financing. The proposed financing of the Project, including capitalized interest on the Senior Union Bonds, if any, and costs of issuance of the Senior Union Bonds, by the issuance of the Senior Union Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

3. Authorization of the Bonds. The issuance of the Senior Union, payable solely from revenues and receipts derived from the Union Financing Agreements, is hereby authorized.

4. Terms of the Senior Union Bonds. (a) The Senior Union Bonds, in one or more series, in the aggregate principal amount not to exceed Forty Million Dollars ($40,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of their delivery or the first day of the month of the date of the issuance of the Senior Union Bonds; (iii) mature on a date not later than twenty-five (25) years after the date of issuance of the Senior Union Bonds; (iv) bear interest at a rate not to exceed eight and one-half percent (8.50%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Union Financing Agreements; (v) be issuable in such denominations as set forth in the Union Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Union Trust Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the trustee as provided in the Union Trust Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Union Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Union Financing Agreements.

(b) The principal of the Senior Union Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Union Financing Agreements, including (i) all real property tax increment revenues generated from the Union Allocation Area and deposited in the Union Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the Senior Union Bonds by the Redevelopment Commission, (ii) all real property tax increment revenues generated from the Lot 3 Allocation Area and deposited in the Lot 3 Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the Senior Union Bonds by the Redevelopment Commission, (iii) all real property tax increment revenues generated from the Lot 5 Allocation Area and deposited in the Lot 5 Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the Senior Union Bonds by the Redevelopment Commission, (iv) all real property tax increment revenues generated from the Lot 6 Allocation Area and deposited in the Lot 6 Allocation Fund pursuant to IC 36-7-14-39 pursuant to the terms of the pledge of such revenues to the Senior Union Bonds by the Redevelopment Commission and (v) to the extent available and necessary to pay principal and interest due and owing on the Senior Union Bonds excess real property tax increment revenues generated from the Yard Allocation Area and deposited in the Yard Allocation Fund pursuant to IC 36-7-14-39 after the payment from the Yard Allocation Fund of all debt service and administrative costs associated with the each of 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) and in any year in an amount not to exceed Five Hundred Thousand Dollars ($500,000) pursuant to the terms of the pledge of such revenues to the Senior Union Bonds by the Redevelopment Commission.

5. Sale of the Senior Union Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Senior Union Bonds to a purchaser or purchasers selected by such officers (the "Senior Union Purchaser") at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to

approve and execute a bond purchase agreement for the Senior Union Bonds with the Senior Union Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof.

6. Execution and Delivery of Union Financing Agreements. Forms of the Union Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Controller of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Senior Union Bonds and each of the Union Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

7. Changes in Union Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Union Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof. The Mayor and the Controller of the City are hereby authorized and directed, to select a financial institution to serve as the Trustee.

8. Public Approval. The Common Council hereby approves the issue of the Senior Union Bonds and the Project to be financed by the Senior Union Bonds, which facilities are described in the published notice of the Public Hearing.

9. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Senior Union Bonds, and the securing of the Senior Union Bonds under the Union Financing Agreements, including, but not limited to, such agreements, documents and instruments as are contemplated under the Project Agreement, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

10. Binding Effect. The provisions of this Bond Ordinance and the Union Financing Agreements shall constitute a binding contract between the City and the holders of the Senior Union Bonds, and after issuance of the Senior Union Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Senior Union Bonds as long as the Senior Union Bonds or interest thereon remains unpaid.

11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

12. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

13. Copies of Union Financing Agreements on File. Two copies of the Union Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers on this _____ day of _____, 2025.

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

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 _____ 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: 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.

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions in Respect Thereto.			
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)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 031725D		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☒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	

Form Revised: 03/20/2019

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 City previously entered into an Economic Development Agreement, with Andretti Global, pursuant to which the Andretti Global agreed to construct a corporate headquarters for the Andretti racing team as well as the Andretti Racing Museum. Andretti Global has since requested an amendment to the Economic Development Agreement to assign that document to Motorsport Real Estate Ventures, LLC and to amend the proposed Proejct to include the headquarters facility for the corporate headquarters of Cadillac Formula 1 and TWG Motorsport as well as a manufacturing facility for the Cadillac Formula 1 team and visitor facilities in lieu of the originally proposed Andretti Global project. Pursuant to Economic Development Agreement, the City will issue economic development revenue bonds, which are payable solely from tax increment revenues from the new project. No other City funds are pledged to the repayment of the bonds. The remaining proceeds of the bonds will be used to pay the costs of issuance of the bonds and a portion of the costs of the developer related to the construction of the project. The ordinance amends the approval of the afforementioned bonds to reflected changes to the project description and the identity of the developer entity. No financial terms of the bond financing are changed.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	Not more than $26,000,000
	Source of Funds:	Bond Proceeds
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Conduct First Reading of the Ordinance
	2.	
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council conduct its first reading of the Ordinance at this meeting.

Form Revised: 03/20/2019

SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance

ORDINANCE NO. 031725D

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AMENDING ORDINANCE NO. 091922E, WHICH AUTHORIZED THE ISSUANCE OF THE CITY OF FISHERS, INDIANA ECONOMIC DEVELOPMENT REVENUE BONDS (ANDRETTI PROJECT) AND AUTHORIZED AND APPROVED OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Fishers, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act"), was and is authorized and empowered to adopt and amend its Ordinance No. 091922E, adopted by the Common Council of the City (the "City") on November 14, 2022 (such Ordinance, the "Bond Ordinance") and to carry out its provisions, as amended; and

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission") has previously created the Consolidated Fishers/I-69 Economic Development Area (the "Economic Development Area"), has designated a portion of the area as the Metropolitan Airport Allocation Area (the "Allocation Area") for purposes of the allocation and distribution of property taxes under IC 36-7-14-39 and IC 36-7-14-39.3, and has created the Metropolitan Airport Allocation Area Allocation Fund (the "Allocation Fund"), pursuant to IC 36-7-14-39; and

WHEREAS, the City, the Commission, the City of Fishers, Indiana Economic Development Commission (the "EDC"), and Andretti Global (together with any affiliates thereof, the "Prior Developer"), entered into an Economic Development Agreement (the "Economic Development Agreement"), pursuant to which the Prior Developer committed to develop a motorsports team headquarters facility including advanced research and development facilities within the Economic Development Area and Allocation Area; and

WHEREAS, The Common Council of the City (the "Council") previously adopted the Bond Ordinance, which Bond Ordinance authorized the City to issue its Economic Development Revenue Bonds, Series 202_ (Andretti Project) in an amount not to exceed Twenty-Six Million Dollars ($26,000,000) (the "Bonds") under the Act, and provide the proceeds of such Bonds to the Prior Developer to finance the costs of certain costs of the Prior Developer to support and related to the Prior Developer's construction of the project described in the Economic Development Agreement and related improvements, as further described in the Economic Development Agreement; and

WHEREAS, subsequent to the adoption of the Bond Ordinance, the Prior Developer has requested that the Economic Development Agreement be assigned in its entirety to Motorsport Real Estate Ventures, LLC (the "New Developer") and further has requested to change the description of the project to be completed under the Economic Development Agreement to be defined as follows: "the development and construction of Cadillac Formula 1 and TWG Motorsport's corporate headquarters and related commercial development to accommodate the Cadillac Formula 1 Team's racing operation and manufacturing, together with potential future development and construction of visitor areas. The Project is projected to culminate in

approximately three hundred (300) jobs in the City, four hundred thousand square feet (400,000 sq. ft.) of commercial development and private investment of approximately $200 Million Dollars" (the "Project");

WHEREAS, the completion of the Project results in the diversification of industry and the creation of jobs and business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the EDC published notice of a public hearing (the "Public Hearing") on the proposed amendment to the authorization of the issuance of the Bonds provided in the Bond Ordinance to finance the Project; and

WHEREAS, on the date specified in the notice of the Public Hearing, the EDC held the Public Hearing on the Project, as amended; and

WHEREAS, the Commission and EDC have performed all actions required of it by the Act preliminary to the adoption of this amendment to the Bond Ordinance (the "Amending Ordinance") and has approved and forwarded to the Common Council amended forms of: (1) the Financing Agreement, between the New Developer and the City (the "Developer Agreement"); (2) a Trust Indenture governing the issuance of the Bonds (the "Trust Indenture"), between the City and The Huntington National Bank; (3) the Bonds; and (4) this Amending Ordinance each of which reflect the change in the Economic Development Agreement to recognize the New Developer and the amendment to the Project (such amended forms of each the Developer Agreement, the Trust Indenture, the Bonds, and this Amending Ordinance, collectively, the "Financing Agreements"); and

WHEREAS, the Common Council of the City now desires to amend Bond Ordinance to authorize the issuance of the Bonds in light of the amendment of the Economic Development Agreement, the identification of the New Developer, and the amendment to the definition of the Project;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involves the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Project by the issuance of the Bonds under the Act: (a) will be of benefit to the health and general welfare of the City; and (b) complies with the Act.

2. Approval of Financing. The proposed financing of the Project, including capitalized interest on the Bonds, if any, and costs of issuance of the Bonds, by the issuance of the Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

4. Terms of the Bonds. (a) The Bonds, in one or more series, in the aggregate principal amount not to exceed Twenty-Six Million Dollars ($26,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Controller of the City; (ii) be dated as of the date of their delivery or the first day of the month of the date of the issuance of the Bonds; (iii) mature on a date not later than twenty-five years after the date of issuance of the Bonds; (iv) bear interest at a rate not to exceed eight percent (8.0%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Financing Agreements; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Trust Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the trustee as provided in the Trust Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; (xii) be issued with taxable or tax-exempt interest as determined on the date of issuance of the Bonds, and (xiii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The principal of the Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements, including all real property tax increment revenues generated from the Allocation Area and deposited in the Allocation Fund pursuant to IC 36-7-14-39 and IC 36-7-14-39.3 pursuant to the terms of the pledge of such revenues to the Bonds by the Redevelopment Commission. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Controller of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

5. Sale of the Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the New Developer or an affiliate of the New Developer, or any third-third party qualified to purchase the Bonds (the "Purchaser") at such prices and on such terms as may be determined at the time of sale and approved by the Mayor and the Controller of the City. The Mayor and the Controller of the City are hereby authorized to approve and execute a bond purchase agreement for the Bonds with the Purchaser, in a form approved by such officers, such approval to be conclusively evidenced by the execution thereof.

6. Execution and Delivery of Financing Agreements. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to execute

or endorse and deliver the Bonds and each of the Financing Agreements, submitted to the Common Council, which are hereby approved in all respects.

7. Changes in Financing Agreements. The Mayor and the Controller of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof.

8. Public Approval. The Common Council hereby approves the issue of the Bonds and the Project to be financed by the Bonds, which facilities are described in the published notice of the Public Hearing.

9. General. The Mayor and the Controller of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, including, but not limited to, such agreements, documents and instruments as are contemplated under the Project Agreement, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

10. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

12. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

13. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers, Indiana, this __ day of _____, 2025.

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

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 _____ 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: 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 46675428.1

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Resolution Approving Third Amendment To Project Agreement (Andretti)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐Work Session ☐Executive	**X** Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	**X** Resolution	**X** Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	**X** 1st Reading	**X** 2nd Reading	Public Hearing	**X** 3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: R031725B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	**X** 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		X Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	X 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)	On November 14, 2022, the City of Fishers, Hamilton County, Indiana ("City"), Fishers Economic Development Commission, Fishers Redevelopment Commission (the "Commission"), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately $180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives, which agreement has twice been amended to extent the Outside Closing Date (as amended, the "Agreement"). Now, the scope of the Project has changed, and Andretti will not construct its corporate headquarters or museum on the project site. Rather, a F1 Team will locate to the project site, and the development will focus on the type of commercial development necessary to locate the F1 Team on the Site. The financial terms of the Agreement remain unchanged except that the private investment has increased.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	Not an additional budget item
	Expenditure $:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Third Amendment.
SUPPLEMENTAL INFORMATION (List all attached documents)	

Form Revised: 03/20/2019

THIRD AMENDMENT TO PROJECT AGREEMENT

THIS THIRD AMENDMENT TO PROJECT AGREEMENT is executed this 17th__ day of _March__, 2025 ("Third Amendment"), by and among Andretti Autosport Holding Company, LLC, an Indiana limited liability Andretti ("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 RDC, Building Corp. City and Developer the "Parties" and each a "Party") on the following terms and conditions:

RECITALS

WHEREAS, Developer and the City Bodies are parties to that certain November 14, 2022 Project Agreement, as amended by that certain First Amendment To Project Agreement dated December __, 2023 and Second Amendment To Project Agreement dated March__, 2025, that provides for Andretti's development and construction of its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum (as amended, the "Agreement");

WHEREAS, since the Parties entered into the Agreement, the scope of the Project has substantially changed, and the Project (as specifically defined herein) will be a commercial designed and constructed to accommodate a Formula 1® racing team;

WHEREAS, the financial terms of the Agreement are unchanged;

WHEREAS, the Developer's investment in the Project is unchanged;

WHEREAS, unless specifically stated herein, this Third Amendment does not otherwise change the obligations of the Parties;

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

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

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

1. The following defined term as set forth in Section 1 of the Agreement shall be replaced in full as follows:

"**Project"** shall mean the development and construction of Cadillac Formula 1 and TWG Motorsport's corporate headquarters and related commercial development to accommodate the Cadillac Formula 1 Team's racing operation and manufacturing, together with potential future development and construction of visitor areas. The Project is projected to culminate in approximately three hundred (300) jobs in the City, four hundred thousand square feet (400,000 sq. ft.) of commercial development and private investment of approximately $200 Million Dollars, inclusive of the Bond Proceeds."

2. Section 19, Assignment" shall be replaced in full as follows:

"19. <u>Assignment</u>.

(a) Upon Closing, this Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. Prior to Substantial Completion of the Project, Andretti 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 Andretti; provided that: (i) without the prior written approval of Andretti, 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, Andretti may assign, partially or in its entirety, this Agreement to (A) Motorsports Real Estate Ventures, LLC; (B) a third party controlling, controlled by or under common control with Andretti and/or any subsidiary or affiliate of Andretti that has full power, authority, and capability to accept such assignment and perform the obligations of Andretti hereunder; or (C) collaterally assign this Agreement (or portion hereof) to a Project Lender.

(b) Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Andretti, 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 Andretti, as the case may be, from such performance; provided that, if (i) any City Body assigns this Agreement to another agency or instrumentality of the City that: (A) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder, and (B) 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; and/or (ii) Andretti assigns this Agreement to Motorsports Real Estate Ventures, LLC and Motorsports Real Estate Ventures, LLC expressly assumes all such obligations in writing, then Andretti 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 to the contrary, upon an assignment in strict compliance with this Agreement by Andretti of its rights and obligations in respect of the Project no other assignee of Andretti shall have any responsibility for any obligations of Andretti other than those expressly assumed by any such assignee."

3. The Agreement, as amended by this Third Amendment, constitutes the entire agreement and understanding of Andretti and City Bodies with respect to the Projects and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This Third Amendment may be executed in separate counterparts, and it shall be fully

executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this Third Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

R031725B

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____

Its: _____

CITY OF FISHERS
REDEVELOPMENT COMMISSION

By:_____
Brad Johnson President

ATTEST:

By:_____
Tony Bonacuse, Secretary

FISHERS TOWN HALL BUILDING CORPORTION

By:_____
Jay Bangert, President

ANDRETTI AUTOSPORT HOLDING COMPANY, LLC

By: _____

Its: _____

RESOLUTION NO. 031725B

RESOLUTION APPROVING THIRD AMENDMENT TO PROJECT AGREEMENT (ANDRETTI)

WHEREAS, on November 14, 2022, the City of Fishers, Hamilton County, Indiana ("City"), Fishers Economic Development Commission, Fishers Redevelopment Commission (the "Commission"), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately $180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives, and thereafter, the City Bodies and Andretti entered into that certain First and Second Amendments to Project Agreement that extended the Outside Closing Date (as amended, the "Agreement");

WHEREAS, the scope of the Project has substantially changed, and now the Project will be a facility designed and constructed to accommodate a Formula 1® racing team;

WHERAS, the parties desire to approve a third amendment substantially similar to the Third Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "Third Amendment") that provides for a different scope of the Project;

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 Common Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. A third amendment substantially similar to the Third Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute a third amendment substantially similar to the Third Amendment Agreement.

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

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana, this _____ day of March, 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 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. 031725B

RESOLUTION APPROVING THIRD AMENDMENT TO PROJECT AGREEMENT (ANDRETTI)

WHEREAS, on November 14, 2022, the City of Fishers, Hamilton County, Indiana ("City"), Fishers Economic Development Commission, Fishers Redevelopment Commission (the "Commission"), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately $180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives, and thereafter, the City Bodies and Andretti entered into that certain First and Second Amendments to Project Agreement that extended the Outside Closing Date (as amended, the "Agreement");

WHEREAS, the scope of the Project has substantially changed, and now the Project will be a facility designed and constructed to accommodate a Formula 1® racing team;

WHERAS, the parties desire to approve a third amendment substantially similar to the Third Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "Third Amendment") that provides for a different scope of the Project;

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 Common Council of the City of Fishers, Hamilton County, Indiana, meeting in regular session as follows:

Section 1. A third amendment substantially similar to the Third Amendment is hereby approved.

Section 2. The Mayor is hereby authorized to execute a third amendment substantially similar to the Third Amendment Agreement.

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

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana, this _____ day of March, 2025.

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

R031725B

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 17th day of March **2025** at 8:00 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ MARCH 17, 2025
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

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

THIRD AMENDMENT TO PROJECT AGREEMENT

THIS THIRD AMENDMENT TO PROJECT AGREEMENT is executed this 17th__ day of _March__, 2025 ("Third Amendment"), by and among Andretti Autosport Holding Company, LLC, an Indiana limited liability Andretti ("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 RDC, Building Corp. City and Developer the "Parties" and each a "Party") on the following terms and conditions:

RECITALS

WHEREAS, Developer and the City Bodies are parties to that certain November 14, 2022 Project Agreement, as amended by that certain First Amendment To Project Agreement dated December __, 2023 and Second Amendment To Project Agreement dated March__, 2025, that provides for Andretti's development and construction of its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum (as amended, the "Agreement");

WHEREAS, since the Parties entered into the Agreement, the scope of the Project has substantially changed, and the Project (as specifically defined herein) will be a commercial designed and constructed to accommodate a Formula 1® racing team;

WHEREAS, the financial terms of the Agreement are unchanged;

WHEREAS, the Developer's investment in the Project is unchanged;

WHEREAS, unless specifically stated herein, this Third Amendment does not otherwise change the obligations of the Parties;

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

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

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

1. The following defined term as set forth in Section 1 of the Agreement shall be replaced in full as follows:

"**Project"** shall mean the development and construction of Cadillac Formula 1 and TWG Motorsport's corporate headquarters and related commercial development to accommodate the Cadillac Formula 1 Team's racing operation and manufacturing, together with potential future development and construction of visitor areas. The Project is projected to culminate in approximately three hundred (300) jobs in the City, four hundred thousand square feet (400,000 sq. ft.) of commercial development and private investment of approximately $200 Million Dollars, inclusive of the Bond Proceeds."

2. Section 19, Assignment" shall be replaced in full as follows:

"19. <u>Assignment</u>.

(a) Upon Closing, this Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. Prior to Substantial Completion of the Project, Andretti 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 Andretti; provided that: (i) without the prior written approval of Andretti, 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, Andretti may assign, partially or in its entirety, this Agreement to (A) Motorsports Real Estate Ventures, LLC; (B) a third party controlling, controlled by or under common control with Andretti and/or any subsidiary or affiliate of Andretti that has full power, authority, and capability to accept such assignment and perform the obligations of Andretti hereunder; or (C) collaterally assign this Agreement (or portion hereof) to a Project Lender.

(b) Notwithstanding any assignment permitted under this Section, the applicable City Bodies or Andretti, 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 Andretti, as the case may be, from such performance; provided that, if (i) any City Body assigns this Agreement to another agency or instrumentality of the City that: (A) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder, and (B) 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; and/or (ii) Andretti assigns this Agreement to Motorsports Real Estate Ventures, LLC and Motorsports Real Estate Ventures, LLC expressly assumes all such obligations in writing, then Andretti 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 to the contrary, upon an assignment in strict compliance with this Agreement by Andretti of its rights and obligations in respect of the Project no other assignee of Andretti shall have any responsibility for any obligations of Andretti other than those expressly assumed by any such assignee."

3. The Agreement, as amended by this Third Amendment, constitutes the entire agreement and understanding of Andretti and City Bodies with respect to the Projects and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This Third Amendment may be executed in separate counterparts, and it shall be fully

executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this Third Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

R031725B

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____

Its: _____

CITY OF FISHERS
REDEVELOPMENT COMMISSION

By:_____
Brad Johnson President

ATTEST:

By:_____
Tony Bonacuse, Secretary

FISHERS TOWN HALL BUILDING CORPORTION

By:_____
Jay Bangert, President

ANDRETTI AUTOSPORT HOLDING COMPANY, LLC

By: _____

Its: _____

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Resolution Approving Third Amendment To Project Agreement (Andretti)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐Work Session ☐Executive	**X** Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	**X** Resolution	**X** Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	**X** 1st Reading	**X** 2nd Reading	Public Hearing	**X** 3rd Reading ☐Final Reading
	Ordinance #:		Resolution #: R031725B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	**X** 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		X Document **does not need** recorded with the County Recorder's Office	

Form Revised: 03/20/2019

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	X 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)	On November 14, 2022, the City of Fishers, Hamilton County, Indiana ("City"), Fishers Economic Development Commission, Fishers Redevelopment Commission (the "Commission"), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately $180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives, which agreement has twice been amended to extent the Outside Closing Date (as amended, the "Agreement"). Now, the scope of the Project has changed, and Andretti will not construct its corporate headquarters or museum on the project site. Rather, a F1 Team will locate to the project site, and the development will focus on the type of commercial development necessary to locate the F1 Team on the Site. The financial terms of the Agreement remain unchanged except that the private investment has increased.

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	Not an additional budget item
	Expenditure $:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Third Amendment.
SUPPLEMENTAL INFORMATION (List all attached documents)	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	March 17, 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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #: 022425E		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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 *Deny Approval* 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)		

Form Revised: 03/20/2019

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 __**17th**__ DAY OF _**March**_ 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 __**17th**___ day of ___**March**____**2025** at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____**March 17, 2025**_____
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

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:

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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 __**17th**__ DAY OF _**March**_ 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	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 __**17th**__ day of ___**March**____**2025** at 8:00 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ _____**March 17, 2025**_____
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	March 17, 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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☐ 3rd Reading ☐ Final Reading
	Ordinance #: 022425E		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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 *Deny Approval* 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)	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	March 17, 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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☐ 3rd Reading
	Ordinance #: 022425		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 08222017

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 ☒ Department Head ☐ Deputy Mayor ☒ Mayor ☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennettl	☐ Controller's Office ☐ Finance Committee ☐ Technical Advisory Committee ☒ Other:
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 *Deny Approval* 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)		

Form Revised: 08222017

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

Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Attorney Review	$.92 per minute of the video, up to $150

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

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 17th DAY OF MARCH 2025.

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

202425

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.

CITY OF FISHERS SEAL INDIANA

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

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

022425

Police Department	Video or Law Enforcement Recording Copy Fee (per video) – Attorney Review	$.92 per minute of the video, up to $150

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

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 17th DAY OF MARCH 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	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Tiffanie Ditlevson Member		
Bill Stuart	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 17th day of MARCH 2025 at 8:00 p.m.

CITY OF FISHERS SEAL INDIANA

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ MARCH 17, 2025
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

022425

Council Action Form

MEETING DATE	March 17, 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)	☒1st Reading	☒ 2nd Reading	☐Public Hearing	☐3rd Reading
	Ordinance #: 022425		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 08222017

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 ☒ Department Head ☐ Deputy Mayor ☒ Mayor ☒ Legal Counsel – *Name of Reviewer:* Lindsey Bennettl	☐ Controller's Office ☐ Finance Committee ☐ Technical Advisory Committee ☒ Other:
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 *Deny Approval* 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)		

Form Revised: 08222017

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Ordinance Amending The City Of Fishers' Ordinances Governing Use Of City Athletic Fields			
SUBMITTED BY	Name & Title: Marissa Deckert, Parks and Recreation Director Department: Parks and Recreation			
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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #: O031725A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	The City of Fishers' athletic field use policy was last substantially changed in 2014. In that update, the Council reserved the right to approve each fee charged to outside entities (entities other than S.P.O.R.T.S. and Affiliates) that rented athletic fields. Since that time, the number and types of entities that desire to rent the City's athletic fields has substantially increased. To fairly and uniformly accommodate athletic field rental requests, the subject Ordinance authorizes the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None-not a budget item.
	Expenditure $:	None
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Reject the Ordinance
	3.	
	4.	
PROJECT TIMELINE	Effective upon adoption.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

Form Revised: 03/20/2019

ORDINANCE NO. 031725A

AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL AMENDING CHAPTER 96 OF THE CITY OF FISHERS CODE OF ORDINANCES

WHEREAS, in 2014, the City of Fishers approved Ordinance No. 050714A governing use of the City of Fishers' ("City") athletic fields, which ordinance gave S.P.O.R.T.S. and Affiliates priority scheduling rights and required Common Council approval of the fee charged for other entities to use the athletic fields (the "Field Use Ordinance");

WHEREAS, since approving the Field Use Ordinance more than decade ago, the number and types of entities that desire to rent the City's athletic fields has substantially increased;

WHEREAS, for example, the City has received rental requests ranging from local sports teams and churches to the Cincinnati Reds organization which hosted camps for local children at the City's athletic fields; and

WHEREAS, to fairly and uniformly accommodate athletic field rental requests, the City now desires to amend its Field Use Ordinance to authorize the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.

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. Chapter 96, Sec. 15, DEFINITIONS, the definitions of S.P.O.R.T.S. shall be replaced in full as follows:

"S.P.O.R.T.S. Southeastern Program of Recreational Team Sports doing business as Mudsock Youth Sports."

Section 2. Chapter 96, Sec. 23, SCHEDULING, shall be replaced in full as follows:

"§ 96.23 SCHEDULING. It shall be Fishers' policy that:

(A) S.P.O.R.T.S.' member organizations and then affiliates shall have priority in scheduling athletic events on Fishers' athletic fields.
(B) The Director of the Parks Department shall have the exclusive discretion and authority to schedule the use of Fishers' athletic fields when such fields are not in use by S.P.O.R.T.S.' member organizations or affiliates.
(C) Scheduling by the Director of the Parks Department shall not conflict with previously scheduled use by S.P.O.R.T.S.' member organizations or Affiliates which shall be entitled to priority but not exclusivity."

Section 3. Chapter 96, Sec. 24, FIELD RENTAL FEE, shall be replaced in full as follows:

"§ 96.24 FIELD RENTAL FEE. The use of Fishers' athletic fields by organizations that are not S.P.O.R.T.S. member organizations or affiliates shall be subject to a field rental fee. The rental fee for Fishers' athletic fields shall be annually reviewed and approved by Fishers, which fee shall be consistent with state and federal law and rationally related to Fishers' cost to operate the athletic fields."

Section 4. This Ordinance shall be in full force and effect upon passage.

ALL OF WHICH IS ORDAINED by the City of Fishers Common Council, Hamilton County, Indiana this 17th day of March, 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 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

ORDINANCE NO. 031725A

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WHEREAS, since approving the Field Use Ordinance more than decade ago, the number and types of entities that desire to rent the City's athletic fields has substantially increased;

WHEREAS, for example, the City has received rental requests ranging from local sports teams and churches to the Cincinnati Reds organization which hosted camps for local children at the City's athletic fields; and

WHEREAS, to fairly and uniformly accommodate athletic field rental requests, the City now desires to amend its Field Use Ordinance to authorize the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.

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

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Section 4. This Ordinance shall be in full force and effect upon passage.

ALL OF WHICH IS ORDAINED by the City of Fishers Common Council, Hamilton County, Indiana this 17th day of March, 2025.

031725A

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 17th day of March 2025 at 8:00 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ MARCH 17, 2025
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

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Ordinance Amending The City Of Fishers' Ordinances Governing Use Of City Athletic Fields			
SUBMITTED BY	Name & Title: Marissa Deckert, Parks and Recreation Director Department: Parks and Recreation			
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)	☒ 1st Reading	☒ 2nd Reading	☐ Public Hearing	☒ 3rd Reading ☐ Final Reading
	Ordinance #: O031725A		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐ 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	

Form Revised: 03/20/2019

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)	The City of Fishers' athletic field use policy was last substantially changed in 2014. In that update, the Council reserved the right to approve each fee charged to outside entities (entities other than S.P.O.R.T.S. and Affiliates) that rented athletic fields. Since that time, the number and types of entities that desire to rent the City's athletic fields has substantially increased. To fairly and uniformly accommodate athletic field rental requests, the subject Ordinance authorizes the City's Department of Parks and Recreation to rent the City's athletic fields pursuant to an established fee schedule that is annually reviewed and approved by the City.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	None-not a budget item.
	Expenditure $:	None
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include *Deny Approval* Option)	1.	Approve the Ordinance
	2.	Reject the Ordinance
	3.	
	4.	
PROJECT TIMELINE	Effective upon adoption.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)		
SUPPLEMENTAL INFORMATION (List all attached documents)		

Council Action Form

MEETING DATE	March 17, 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)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #: 022425C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

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 *Deny Approval* Option)	1.	Hold Final Reading
	2.	Continue
	3.	
	4.	

PROJECT TIMELINE	February 24, 2025 - 1st Reading & Public Hearing - 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 Final Reading and approve as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Staff Report 2. Petitioner's Packet 2. Ordinance

Form Revised: 03/20/2019

City Council Staff Report

Meeting Date: March 17, 2025

DEPARTMENT CONTACT:	**CASE NUMBER:**
Gabrielle Herin (hering@fishers.in.us)	RZ-25-2
PETITIONER:	**PROPERTY ADDRESS/LOCATION:**
Leigh Anne Ferrell, Stoeppelwerth and Associates, Inc. (lferrell@stoeppelwerth.com)	16601 Southeastern Parkway

REQUEST: 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.

APPLICABLE REGULATIONS:	**EXISTING ZONING:**	**FISHERS 2040:**
City of Fishers Unified Development Ordinance	R2, in the process of rezoning to ER	Low Density Suburban Residential

Lot Size: 5.66 Acres

LOCATION MAP

STAFF RECOMMENDATION

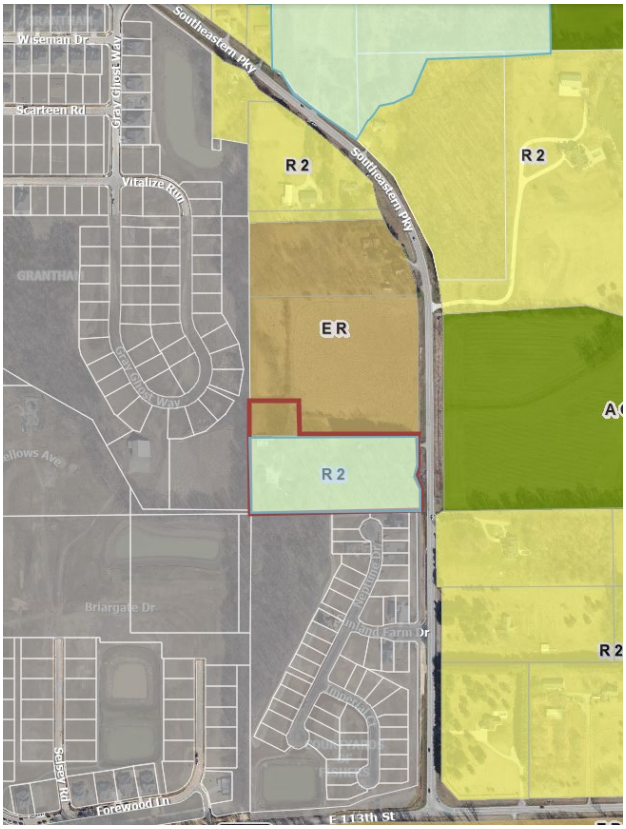
☒ Favorable Recommendation ☐ Unfavorable Recommendation ☐ No Recommendation

RZ-25-2
March 17, 2025

ZONING OVERVIEW:

The property is currently zoned R2 – Residential. Stoeppelwerth and Associates, Inc. on behalf of Hidden Oaks Southeastern LLC is requesting a rezone of the property from R2 – Residential to ER – Estate Residential.

North: ER, R2 - (Single Family Residential, Vacant Land)
East: AG, R2 - (Farm Field, Single Family Residential)
South: PUDR - (Single Family Residential, Woods)
West: PUDR - (Single Family Residential)



PETITION OVERVIEW:

The current zoning of the property is R2 Residential and there is an existing single-family home on the site. The petitioner is requesting a rezone to ER – Estate Residential so as to match the zoning of the additional 0.8 acres added to the parcel during the platting process for Hidden Oaks Subdivision. The subdivision will consist of the subject lot and the 4 lots directly north of 16601 Southeastern Parkway.

ADDITIONAL ITEMS FOR CONSIDERATION:

Architecture:
No changes in architecture are being proposed for the existing single family home.

Development Standards:
There are no plans for future development at this time.

Traffic:
No changes in the size and position of the driveway are proposed.

Fishers 2040:
The Fishers 2040 plan lists the future land use as low density suburban residential.

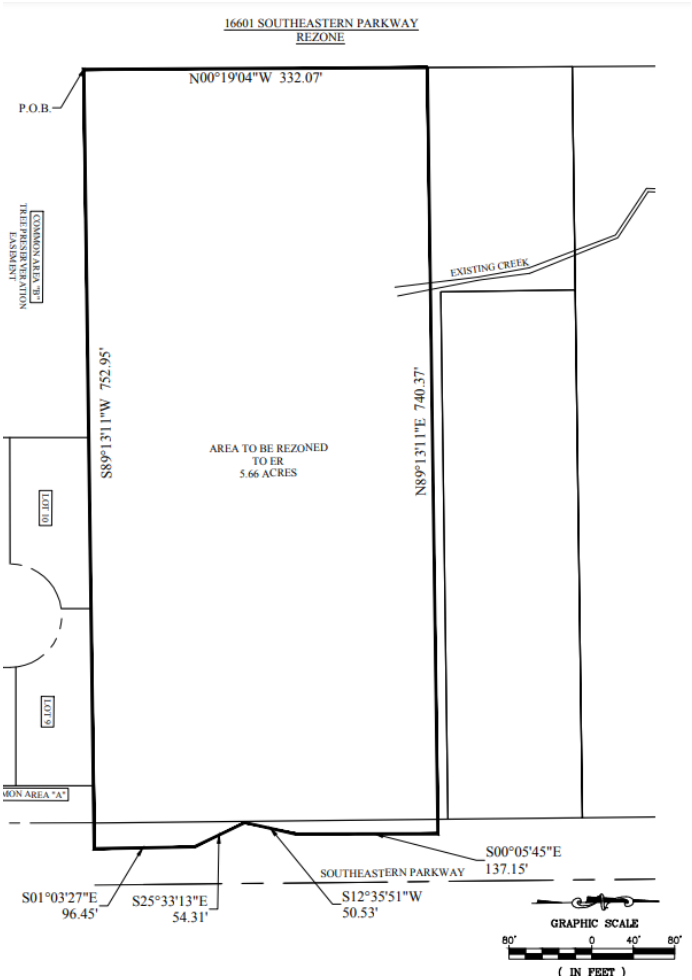


Exhibit showing which part of the lot will be rezoned from R-2 to ER.

SUMMARY OF NEIGHBORHOOD MEETINGS AND PUBLIC COMMENTS:

The use of the property is not changing from single family. Staff determined a neighborhood meeting was not required.

At the March 5, 2025 Plan Commission meeting, they sent a favorable recommendation to City Council with a vote of eight (8) in favor and zero (0) opposed.

STAFF RECOMMENDATION:

When making their decision, Plan Commission shall be reasonable regard to:

1. The Comprehensive Plan;
2. Current conditions and the character of structures and uses in each zoning district;
3. The most desirable use for which the land in each zoning district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

Staff has a positive recommendation for City Council. While this request does not match the 2040 Comprehensive Plan of Low Density Suburban Residential it does fit within the context of the area.

STAFF RECOMMENDATION

☒ Favorable Recommendation ☐ Unfavorable Recommendation ☐ No Recommendation

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

ORDINANCE NO. _____

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

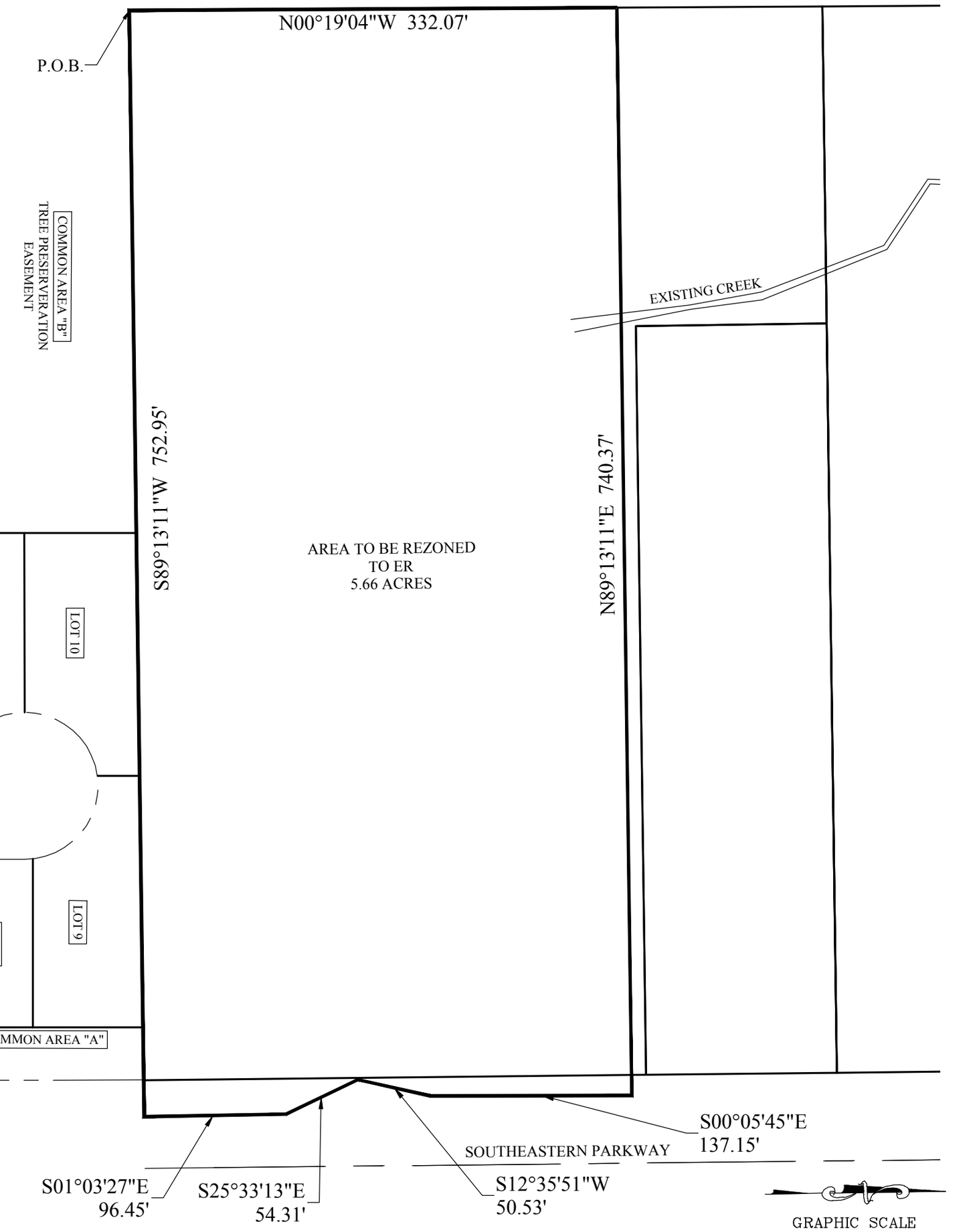
ORDINANCE NO. _____

EXHIBIT B

Location Map

16601 Southeastern Parkway
13-12-32-00-00-022.003

16601 SOUTHEASTERN PARKWAY
REZONE



GRAPHIC SCALE

80' 0 40' 80'

(IN FEET)

1" = 80 FT

THIS EXHIBIT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

S T O E P P E L W E R T H

A L W A Y S O N

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 111896	PAGE
DRAWN BY: LAF	1
CHECKED BY: LAF	
DATE DRAWN: 01/30/25	
FIELDWORK DATE: N/A	OF 1 SHEETS

STOEPPELWERTH
ALWAYS ON
ofc: 317.849.5935
fax: 317.849.5942
7965 East 106th Street
Fishers, IN 46038-2505
www.stoeppelwerth.com

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 February 24, 2025 meeting sent a favorable recommendation to the Fishers City Council by a vote of eight (8) in favor and zero (0) opposed; and

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

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

Section 1. Declaration. The City's Official Zoning Map is hereby amended to designate the Real Estate as within the 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 17th day of March 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 17th day of March **2025**, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

_____ March 17, 2025
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

ORDINANCE NO. 022425C

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

ORDINANCE NO. 022425C

EXHIBIT B

Location Map

16601 Southeastern Parkway
13-12-32-00-00-022.003

2025010187 ORDI $25.00
03/18/2025 03:49:50PM 15 PGS
Trini Beaver
Hamilton County Recorder IN
Recorded as Presented

ORDINANCE NO. 022425C
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WHEREAS, the Plan Commission at its February 24, 2025 meeting sent a favorable recommendation to the Fishers City Council by a vote of eight (8) in favor and zero (0) opposed; and

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

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ORDINANCE NO. 022425C

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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 17th day of March 2025, at 8:20 p.m.

ATTEST:
Jennifer L. Kehl, City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

March 17, 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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16601 Southeastern Parkway
13-12-32-00-00-022.003

ORDINANCE NO. 022425C

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Location Map

16601 Southeastern Parkway
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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.

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16601 Southeastern Parkway
13-12-32-00-00-022.003

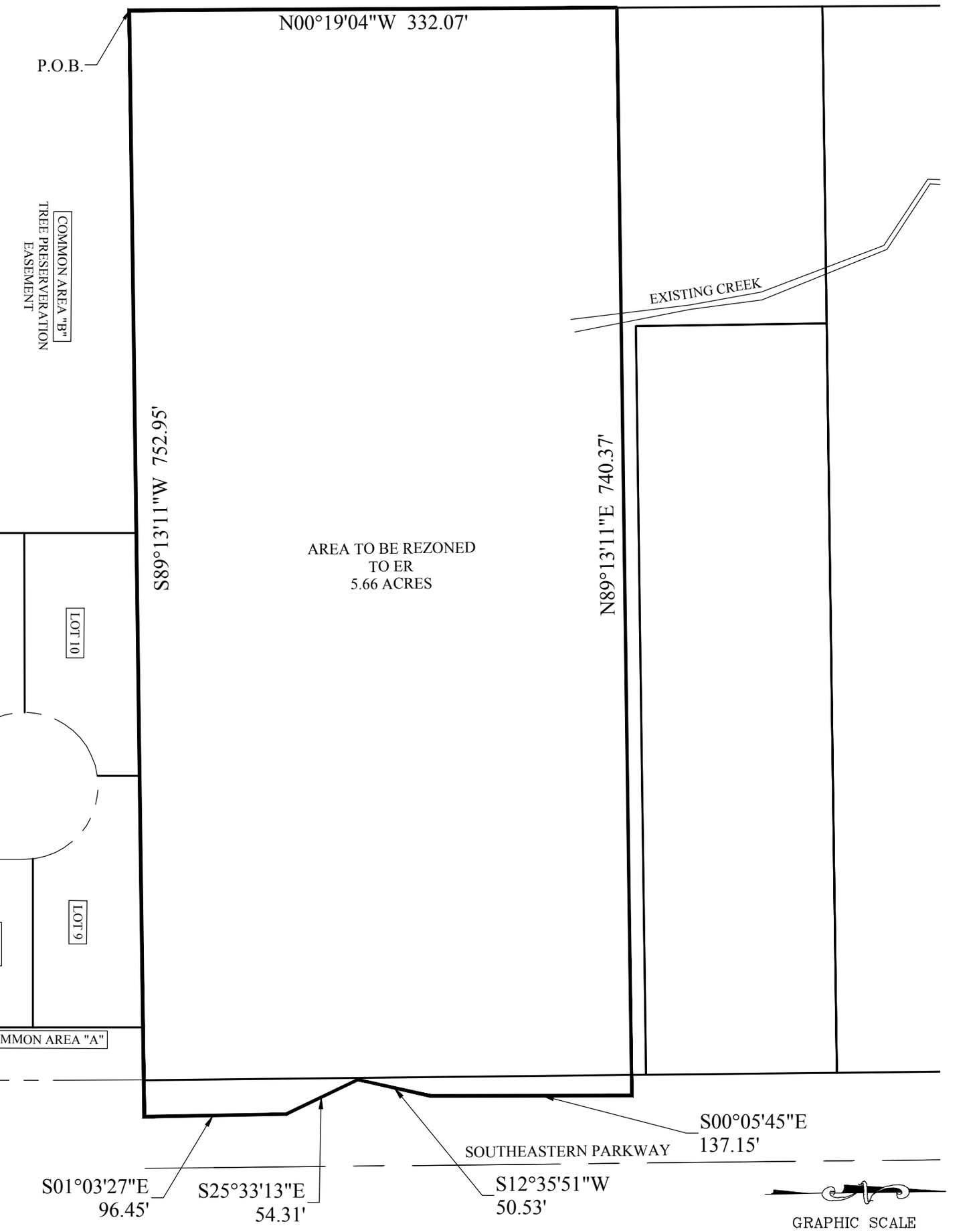
ORDINANCE NO. _____

EXHIBIT B

Location Map

16601 Southeastern Parkway
13-12-32-00-00-022.003

16601 SOUTHEASTERN PARKWAY
REZONE



GRAPHIC SCALE

80' 0 40' 80'

(IN FEET)

1" = 80 FT

THIS EXHIBIT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

S T O E P P E L W E R T H

A L W A Y S O N

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 111896	PAGE
DRAWN BY: LAF	1
CHECKED BY: LAF	
DATE DRAWN: 01/30/25	
FIELDWORK DATE: N/A	OF 1 SHEETS

STOEPPELWERTH
ALWAYS ON
ofc: 317.849.5935
fax: 317.849.5942
7965 East 106th Street
Fishers, IN 46038-2505
www.stoeppelwerth.com

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

City Council Staff Report

Meeting Date: March 17, 2025

DEPARTMENT CONTACT:	**CASE NUMBER:**
Gabrielle Herin (hering@fishers.in.us)	RZ-25-2
PETITIONER:	**PROPERTY ADDRESS/LOCATION:**
Leigh Anne Ferrell, Stoeppelwerth and Associates, Inc. (lferrell@stoeppelwerth.com)	16601 Southeastern Parkway

REQUEST: 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.

APPLICABLE REGULATIONS:	**EXISTING ZONING:**	**FISHERS 2040:**
City of Fishers Unified Development Ordinance	R2, in the process of rezoning to ER	Low Density Suburban Residential

Lot Size: 5.66 Acres

LOCATION MAP

STAFF RECOMMENDATION

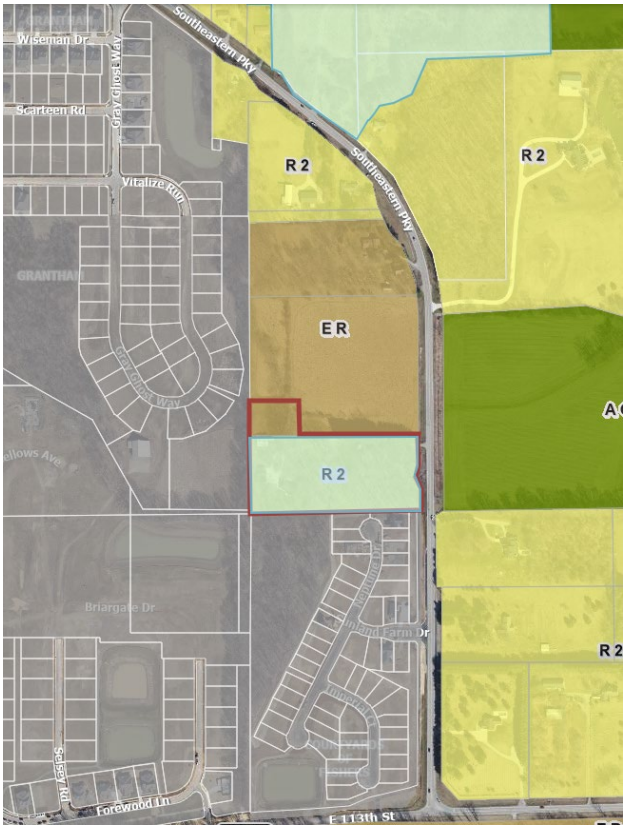
☒ Favorable Recommendation ☐ Unfavorable Recommendation ☐ No Recommendation

RZ-25-2
March 17, 2025

ZONING OVERVIEW:

The property is currently zoned R2 – Residential. Stoeppelwerth and Associates, Inc. on behalf of Hidden Oaks Southeastern LLC is requesting a rezone of the property from R2 – Residential to ER – Estate Residential.

North: ER, R2 - (Single Family Residential, Vacant Land)
East: AG, R2 - (Farm Field, Single Family Residential)
South: PUDR - (Single Family Residential, Woods)
West: PUDR - (Single Family Residential)



PETITION OVERVIEW:

The current zoning of the property is R2 Residential and there is an existing single-family home on the site. The petitioner is requesting a rezone to ER – Estate Residential so as to match the zoning of the additional 0.8 acres added to the parcel during the platting process for Hidden Oaks Subdivision. The subdivision will consist of the subject lot and the 4 lots directly north of 16601 Southeastern Parkway.

ADDITIONAL ITEMS FOR CONSIDERATION:

Architecture:
No changes in architecture are being proposed for the existing single family home.

Development Standards:
There are no plans for future development at this time.

Traffic:
No changes in the size and position of the driveway are proposed.

Fishers 2040:
The Fishers 2040 plan lists the future land use as low density suburban residential.

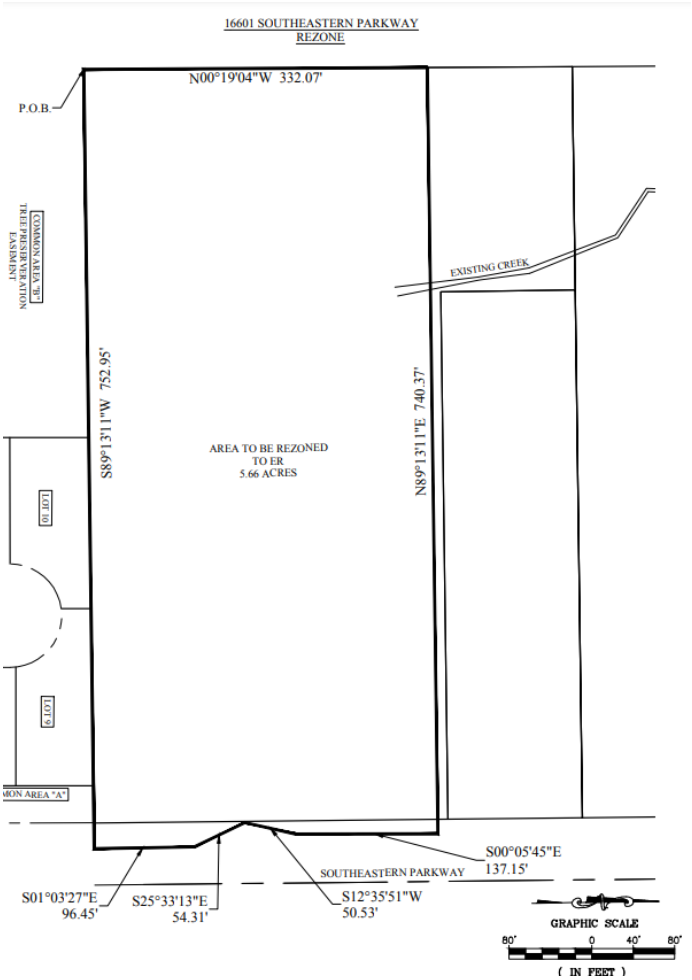


Exhibit showing which part of the lot will be rezoned from R-2 to ER.

SUMMARY OF NEIGHBORHOOD MEETINGS AND PUBLIC COMMENTS:

The use of the property is not changing from single family. Staff determined a neighborhood meeting was not required.

At the March 5, 2025 Plan Commission meeting, they sent a favorable recommendation to City Council with a vote of eight (8) in favor and zero (0) opposed.

STAFF RECOMMENDATION:

When making their decision, Plan Commission shall be reasonable regard to:

1. The Comprehensive Plan;
2. Current conditions and the character of structures and uses in each zoning district;
3. The most desirable use for which the land in each zoning district is adapted;
4. The conservation of property values throughout the jurisdiction; and
5. Responsible development and growth.

Staff has a positive recommendation for City Council. While this request does not match the 2040 Comprehensive Plan of Low Density Suburban Residential it does fit within the context of the area.

STAFF RECOMMENDATION

☒ Favorable Recommendation ☐ Unfavorable Recommendation ☐ No Recommendation

Council Action Form

MEETING DATE	March 17, 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)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #: 022425C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

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 *Deny Approval* Option)	1.	Hold Final Reading
	2.	Continue
	3.	
	4.	

PROJECT TIMELINE	February 24, 2025 - 1st Reading & Public Hearing - 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 Final Reading and approve as presented.
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Staff Report 2. Petitioner's Packet 2. Ordinance

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Commercial Low Impact District. (RZ-25-3)			
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)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 031725B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	
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Form Revised: 03/20/2019

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:*	

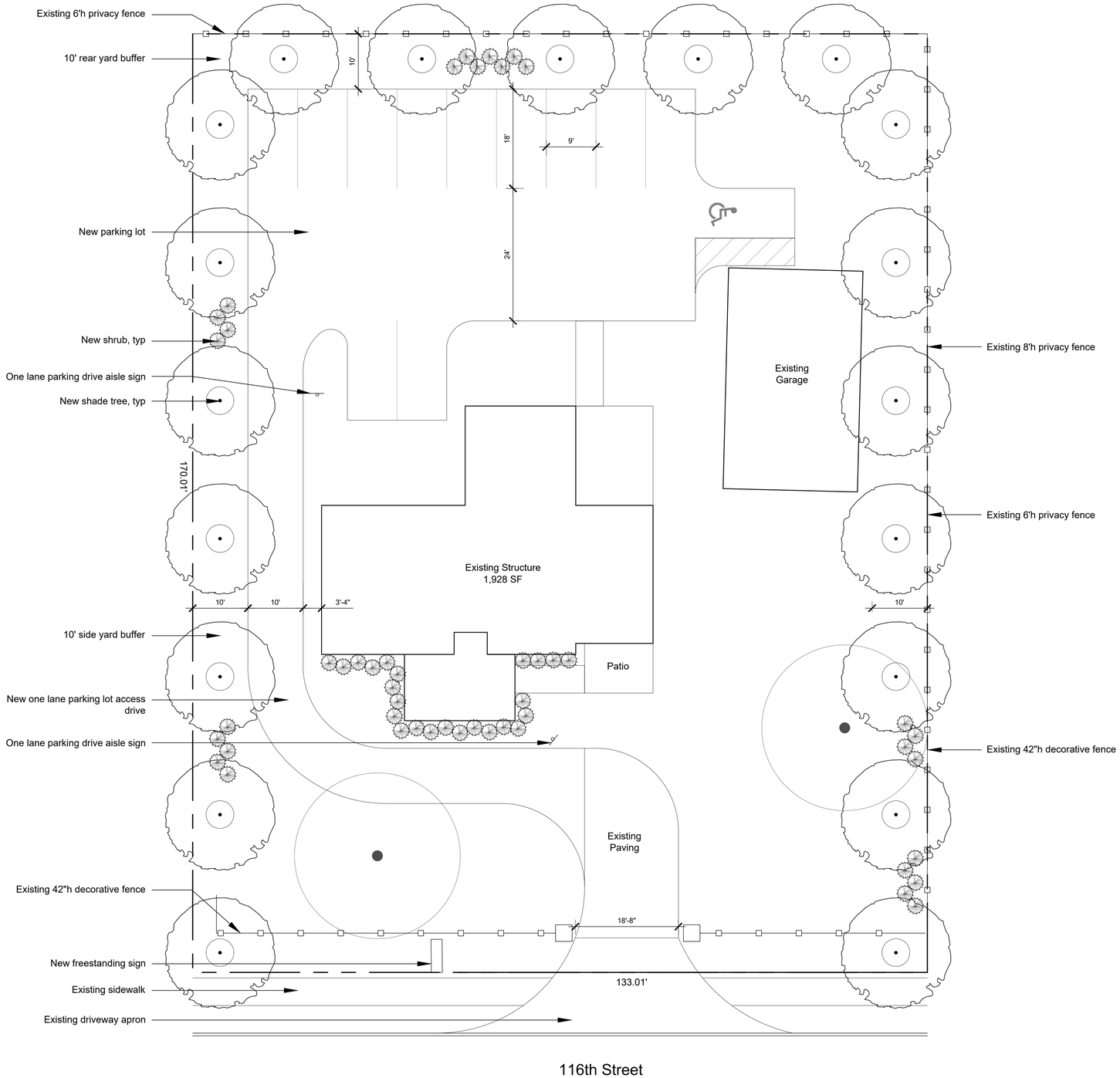
BACKGROUND (Includes description, background, and justification)	Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Commercial Low Impact District. (RZ-25-3) See Petitioner's Packet for site plan and architectural updates. See Ordinance for additional details. Parcel No. 13-11-35-00-00-044.001

BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	

PROJECT TIMELINE	March 17, 2025 - Proposed 1st Reading - City Council April 2025 - Neighborhood meeting May 7, 2025 - Public Hearing - Plan Commission May 19, 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

Form Revised: 03/20/2019



DATA TABLE

Acreage	0.51	
Existing Zoning	R2	
Proposed Zoning	C-Low	
	Required	Proposed
Lot Frontage	100'	133.01'
SETBACKS		
Front	40'	Existing
Side / aggregate	10'	Existing
Rear	20'	Existing
Max Building Height	35' / 1 story	Existing
Min Main Floor Area	4,500 SF	1,928 SF
Max Impervious Area	60%	42%
BUFFER YARDS		
Side Yard Buffer	10'	10'
Rear Yard Buffer	10'	10'
Canopy Tree Required	4/100'	19 provided
Shrubs Required	5/100'	24 provided
Parking	1/200SF	12 provided

SITE PLAN

13042 East 116th Street, Fishers, IN 46037

February 24, 2025

0 5' 10' 20'
SCALE: 1" = 10'
NORTH

J2 Design Studio
Landscape Architecture | Urban Design

© 2025 J2 DESIGN STUDIO

MAIN STRUCTURE

Front Elevation - South (Existing Conditions)

Front Elevation - South (Proposed Conditions)

Rear Elevation - North

Side Elevation - East

Side Elevation - West

Overall View

DETACHED GARAGE

Front Elevation - South

Rear Elevation - North

Side Elevation - East

Side Elevation - West

ARCHITECTURAL CHARACTER

13042 East 116th Street, Fishers, IN 46037

February 24, 2025

J2 Design Studio
Landscape Architecture | Urban Design

© 2025 J2 DESIGN STUDIO

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WHEREAS, the City's Plan Commission has conducted a public hearing on May 19, 2025 for case RZ-25-3 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 R2 Residential zoning district; and

WHEREAS, the Plan Commission at its May 7, 2025 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 C-Low Commercial Low Impact District zoning district with the following condition.

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 C-Low Commercial Low Impact District with conditions and the provisions of the UDO.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this ___ day of _____ 2025.

DRAFT

ORDINANCE NO. 031725B

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

YAY		NAY	ABSTAIN
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	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 _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038
"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

ORDINANCE NO. 031725B

EXHIBIT A

Legal Description

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 5 EAST, IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 5 EAST, THENCE NORTH 00 DEGREES 18 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID HALF-QUARTER 131.80FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES 00 SECONDS 220.00 FEET TO A POINT ON THE SOUTH LINE OF SAID HALF QUARTER, THENCE NORHT 90 DEGREES 00 MINUTES WEST (ASSUMED BEARING) ALONG SOUTH LINE 133.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PART OF THE EAST HALE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 5 EAST, IN FALL CREEK TOWNSHIP, HAMILTON INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COUTHWEST CORNER OF SAID SECTION, THENCE SOUTH 89 DEGREES 58 MINUTES 09 SECONDS EAST (ASSUMED BEARING) 1317.84 FEET ALONG THE SOUTH LINE OF SECTION TO THE POINT OF BEGINNING OF THIS DESCRIPTION BEING THE SOUTHWEST CORNER OF SAID HALF-QUARTER SECTION; THENCE NORTH 0 DEGREES 19 MINUTES 51 SECONDS EAST 50.00 FEET ALONG THE WEST LINE OF SAID HALF0QUARTER SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 09 SECONDS EAST 132.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 48 SECONDS WEST 50.00 FEET ALONG THE EAST LINE TO THE SOUTH LINE OF SAID SECTION; THENCE NORTHER 88 DEGREES 58 MINUTES 09 SECONDS WEST 133.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING AND CONTAINING 0.152 ACRES MORE OR LESS.

13042 E. 116th Street
13-11-35-00-00-044.001

ORDINANCE NO. 031725B

EXHIBIT B

Location Map

13042 E. 116th Street
13-11-35-00-00-044.001

Council Action Form

MEETING DATE	March 17, 2025			
TITLE	Consideration of a Text Ammendment to the Unified Development Ordinance (UDO); including Chapter 4, Chapter 6, and Chapter 8. (TA-25-3)			
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)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☐Final Reading
	Ordinance #: 031725C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

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 Overlay Zoning Districts, Development Standards, and Subdivision & Planned Unit Development Design Standards.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	
PROJECT TIMELINE	March 17, 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 - Exhibit A - Chapter 4 3. Draft Amendment - Exhibit B - Chapter 6 4. Draft Amendment - Exhibit C - Chapter 8	

Form Revised: 03/20/2019

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 4. OVERLAY ZONING DISTRICTS

Contents:

Article 4.1. General Provisions
Article 4.2. Overlay Districts

Article 4.1. General Provisions

Contents:

Sec. 4.1.1 Overlay District Intent Statements

Sec. 4.1.1. Overlay District Intent Statements

A. **General Purpose**

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

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

B. **Boundaries**

The boundaries shown for each Overlay District listed above shall be shown on the Official Zoning Map.

C. **Applicability**

1. A lot covered by an Overlay District shall be subject to both underlying Zoning District and the Overlay District standards found in this Chapter.
2. If a use is prohibited in either an applicable Overlay District or the underlying zoning district, then the use is prohibited, even though one (1) of the districts allows the use.
3. In the event of a conflict with the underlying zoning district, the overlay standards shall apply.

Article 4.2. Overlay Districts

Contents:

Sec. 4.2.1. CL-OL Commercial Use Limit Overlay
Sec. 4.2.2. GW-OL Greenway Overlay District
Sec. 4.2.3. I69-OL Interstate-69 Overlay District
Sec. 4.2.4. JURIS-OL Jurisdictional Area Overlay District
Sec. 4.2.5 NPT-OL Nickel Plate Trail Overlay
Sec. 4.2.6 Commercial Low Impact Overlay District (CLow-OL)

Sec. 4.2.1. CL-OL Commercial Use Limit Overlay

A. Purpose & Intent

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

B. Applicability

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

C. Effect on Uses

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

Effective on: 9/9/2024

Sec. 4.2.2. GW-OL Greenway Overlay District

A. Purpose &Intent

It is the purpose and intent of the Greenway Overlay District (GW-OL) to promote the public health, safety, comfort, convenience, and general welfare by providing increased pedestrian connectivity to surrounding greenspaces, parks, neighborhoods, and bicycle and pedestrian networks.

B. Applicability

The provisions of the GW-OL District shall apply to all properties lying wholly or partially within the District as shown on the Official Zoning Map.

C. Base Standards Apply

Unless specifically set forth in this Section, allowed uses, dimensional requirements, height limits and general development standards of the underlying zoning district apply.

D. Ground Cover

1. Whenever a land-disturbing activity occurs, the person undertaking the activity shall install such ground cover, devices or structures sufficient to restrain erosion and retain sediment within the boundaries of the tract always.

2. Any portion of a site upon which further land-disturbing activity is not being undertaken shall be provided with ground cover sufficient to restrain erosion within

14 calendar days of temporarily or permanently suspending the land disturbing activity. Permanent ground cover shall be installed within 14 calendar days following completion of construction or development.

E. Connectivity

All new subdivisions within the GW-OL District shall integrate a shared-use trail system connecting to a greenway identified on the Thoroughfare Plan, as amended, or otherwise as approved by the Director.

F. Shared-Use Path/Greenway

1. A multi-use path shall be installed in accordance with the Thoroughfare Plan.
2. Where sidewalks, paths, or other pedestrian ways meet streets, ADA-compliant ramps shall be installed.
3. Pedestrian access shall consist of an accessible, easily-discernible and ADA compliant walkway or multi-use path.
4. The pedestrian access surface shall be constructed of concrete, asphalt or other fixed, firm and nonslip material as approved by the Director of Engineering. Permeable compressible materials that are ADA accessible may also be considered.
5. The minimum width of multi-use paths shall be in accordance with the Thoroughfare Plan.

Effective on: 9/9/2024

Sec. 4.2.3. I69-OL Interstate-69 Overlay District

A. Intent

It is the purpose and intent of the Interstate-69 Overlay District (I69-0L) is to limit certain uses that could negatively impact the aesthetics image and economic opportunities for properties that have limited access along the I69 corridor.

B. Applicability

The provisions of the I69-0L District apply to all properties lying wholly or partially within the District as shown on the Official Zoning Map.

C. Boundaries

The boundaries of the I69-0L District are hereby established for the entire length of Interstate-69 within the City, and land area on either side of the right-of-way for Interstate-69 in the City.

D. Development and Design Standards

1. No clearing or other disturbance of land shall occur and no building, structure, or use shall be established except in compliance with the provisions of this Ordinance.
2. **Interstate Corridor Buffer.** Properties within the I69-0L District shall install a minimum of one (1) canopy deciduous or evergreen tree per 60 feet of property that is contiguous to the I-69. If the abutting property has less than 60 feet of contiguous frontage on I-69, then a minimum of one (1) tree shall be planted. Trees shall be planted within 15 feet of the property line that abuts the i-69 right-of-way.
3. **Building Orientation.** All structures shall give the appearance of four-sided architecture.

4. **Flex Use.** Commercial uses with a street level designated as a storefront available for flex use as a retail store or office. All floors are available for flex use as office or retail. Parking is provided in rear or in a parking garage.
5. **Large Scale Commercial.** A commercial type in the form of large individual buildings designated as available for a retail store. Parking is generally provided in front of buildings in surface lots.
6. **Overnight Lodging.** Hospitality uses in the form of one (1) or more multi-story buildings designated as available for lodging with limited ground floor flex use as retail. Parking is generally provided in surface lot or common parking garage.
7. **Trash Collection.** Trash collection and recycling areas shall not be visible from the interstate and shall be screened in accordance with *Article 6.2. Accessory Structure Standards*.
8. **Excluded Uses.** The following uses shall be prohibited from the underlying zoning districts within the I69-OL District:
   1. Institutional Uses exempt from paying Indiana property taxes and associated accessory structures, unless the Institutional Uses occupy less than 25% of a site with over 100,000 square feet of floorspace.
   2. Commercial Signs.
9. **Legally Non-Conforming.** If a use is legally established on a parcel or portion of a parcel at the time the I69-0L District is enacted, but is no longer permitted according to this Section, it shall be considered legally non-conforming. A parcel containing a legally nonconforming use may be developed, maintained, or reconstructed in furtherance of the existing legal non-conforming use (a) established on that parcel and (b) by the owner of the parcel at the time the legally non-conforming use is established. All uses which are permitted in the underlying zoning district(s), except those uses expressly excluded (this Section) shall be permitted in the I69-0L District.

(Ord. 101121G, 11/15/2021)

Effective on: 9/9/2024

Sec. 4.2.4. JURIS-OL Jurisdictional Area Overlay District

The JURIS-OL applies to public rights-of-way on arterial roads. See *Sec. 5.3.3D. Micro (Small Cell) Towers*.

Effective on: 9/9/2024

Sec. 4.2.5 NPT-OL Nickel Plate Trail Overlay

A. Purpose & Intent: The purpose of the Nickel Plate Trail Overlay is to protect and enhance the health, safety and welfare of the citizens of Fishers by promoting health and wellness and future development. For purposes of this overlay district, the NPT shall be defined as any property conveyed to the City of Fishers, by title or easement, for purposes of establishment of the NPT. It is the City's intent to achieve the purpose of this overlay district by:

1. Providing a consistent design treatment for properties along the Nickel Plate Trail;
2. Providing controls for architecture and landscape design that establish continuity of design between projects and the Nickel Plate Trail; and
3. This overlay district is superimposed over the other base zoning districts and its regulations shall supersede those of the base zoning districts over which it is superimposed. In establishing this overlay district, the Plan Commission and City Council relies on IC 36-7-4-1400 et seq. Unless specifically set forth in this Section, allowed uses, dimensional requirements, height limits and general development standards of the underlying zoning district apply.
4. Protecting the Nickel Plate Trail character.

This overlay district is superimposed over the other basezoning districts and its regulations shall supersede those of the base zoning districts over which it is superimposed. In establishing this overlay district, the Plan Commission and City Council relies on IC 36-7-4-1400 et seq.

Unless specifically set forth in this Section, allowed uses, dimensional requirements, height limits and general development standards of the underlying zoning district apply.

B. Applicability: The provisions of the Nickel Plate Trail Overlay shall apply to all properties lying wholly or partially within the District as shown on the Official Zoning Map. Generally, the boundaries are illustrated in Figure A: Nickel Plate Trail Overlay, extending to properties with single-unit living directly adjacent to the Nickel Plate Trail property line. If the provisions in this Nickel Plate Trail Overlay are inconsistent or in conflict with provisions found in other adopted codes and regulations of the City, the more restrictive provision shall control unless otherwise expressly provided.

C. Access Points: All access points onto the NPT shall be constructed per the City of Fishers Engineering Design Standards and must receive approval from the Mayor or Mayor's Designee. All access points shall be designed as to not impede drainage ways.

D. Single-Family Residential Allowances

1. Single-family residential properties shall be permitted an additional 500 square feet of accessory structure floor area.
2. Single-family residential properties shall be permitted a maximum 50% impervious surface lot coverage.

E. Fence and Wall Standards: Fences along property lines abutting the NPT are permitted to be a maximum of six (6) feet tall, with an additional allowance of up to two (2) feet for architectural features for a total height of eight (8) feet tall.

(Ord. 101121G, 11/15/2021)

Effective on: 9/9/2024

Sec 4.2.6

A. Purpose & Intent

The purpose of the Commercial Low Impact Overlay District (Clow-OL) to promote the public health, safety, comfort, convenience, and general welfare by encouraging improved design in the development of land by promoting the following objectives:

- Provide for the development of diverse neighborhoods;
- Greater flexibility in applying the ordinances to the development of the Real Estate;
- Innovation approach to meet the demands of the market;
- The recognition of the interdependency of various markets; and
- Coordination of architectural styles, building forms and relationships, graphics and other private improvements.

This overlay district is superimposed over the other base zoning districts and its regulations shall supersede those of the base zoning districts over which it is superimposed. In establishing this overlay district, the Plan Commission and City Council relies on IC 36-7-4-1400 et seq.

B. Applicability

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

When a property is requested to be rezoned the base zoning district shall be the 3.3.6. C-Low Commercial Low Impact Zoning District.

C. Procedure

The property will still be required to go through the rezone process outlined in Section 10.2.25 Zoning Map

Change (Rezone), including Council and Commission action, including all state and local public noticing requirements.

Effective on: 9/9/2024

Article 6.1. General Provisions

Contents:

Sec. 6.1.1. Purpose & Intent
Sec. 6.1.2. Applicability
Sec. 6.1.3. Conformity with Other Regulations

Sec. 6.1.1. Purpose & Intent

It is the purpose and intent of this Chapter to supplement the development standards and land use provisions identified in *CHAPTER 3. ZONING DISTRICTS*.

Sec. 6.1.2. Applicability

All structures, buildings, land uses, land use changes, structural alterations, structural relocations, demolitions, structural additions, and structural enlargements that are constructed, created, established, or occur after the effective date of the UDO (except as may otherwise be provided within the UDO) are subject to all development standards and regulations for the applicable Zoning District within the City or the City's extraterritorial jurisdiction.

Sec. 6.1.3. Conformity with Other Regulations

A. In addition to the requirements established in these regulations, the improvement of land or building structure shall comply with the following:

1. Applicable statutory provisions;
2. Applicable provisions of this UDO and all other laws of the applicable jurisdictions;
3. The official Comprehensive Plan and Capital Improvements Program of the applicable jurisdictions, including all streets, trails, and parks shown on any official map;
4. The rules and regulations of the State Board of Health, the Department of Natural Resources, and other appropriate state agencies;
5. The current edition of the "Indiana Manual on Uniform Traffic Control Devices" for installation of traffic control devices;
6. The rules of the Indiana Department of Transportation (INDOT) if the development or any lot contained therein abuts a state highway; and
7. The Hamilton County Thoroughfare Plan, and Pathway Standards and Design Guidelines, if applicable.

B. Plat approval may be withheld if a subdivision is not in conformity with the above laws, regulations, guidelines, and policies, the regulations of this Chapter, or the purposes of these regulations as established in Chapter 1 of the UDO.

(Ord. 111620B, 12/21/2020)

Effective on: 12/21/2020

Sec. 6.1.4. 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*

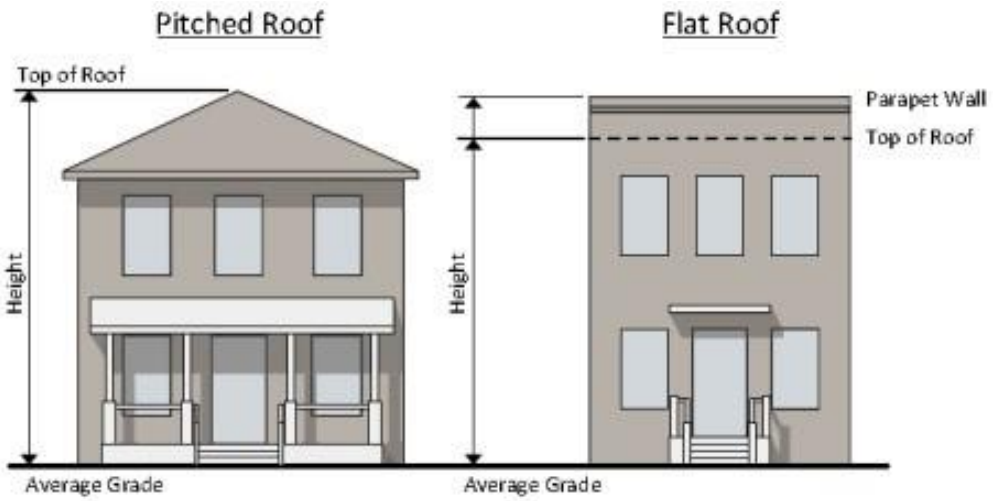
1. Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.

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.

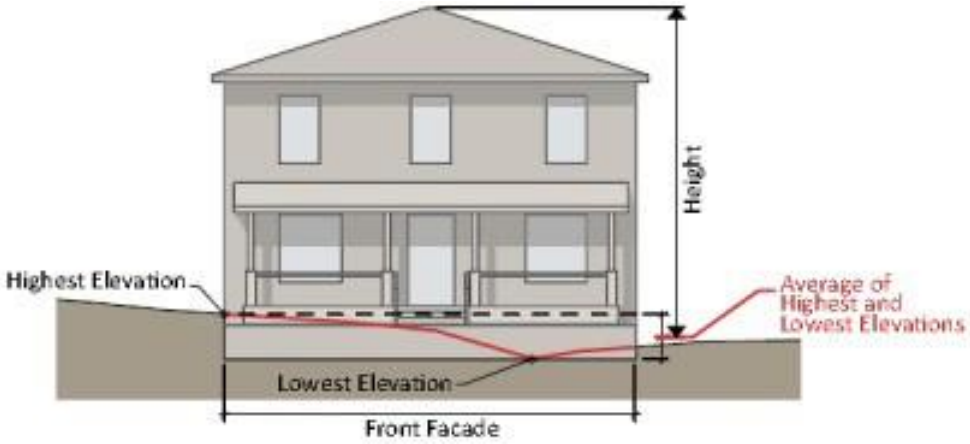
$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

C. *Building Measurements*

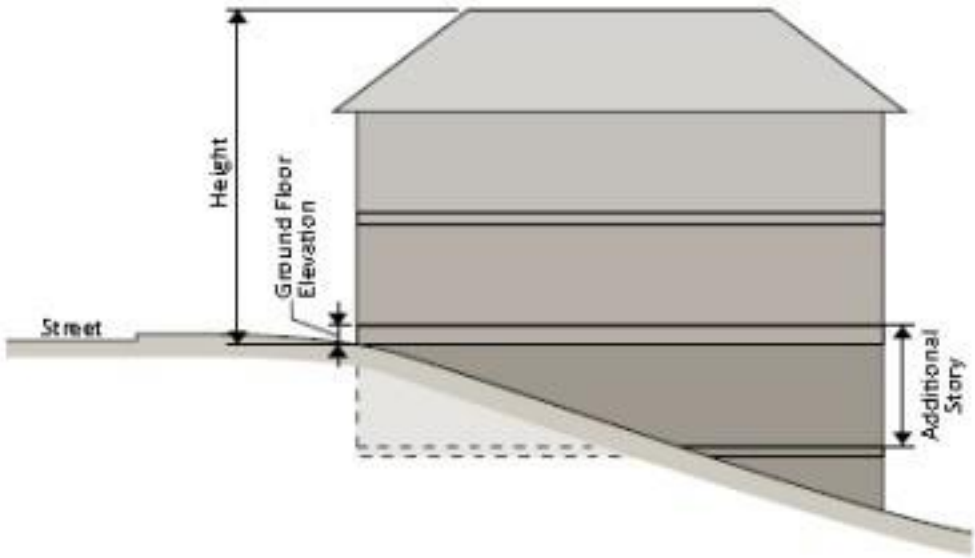
1. The maximum structure height shall be determined in the applicable zoning district.
2. Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).



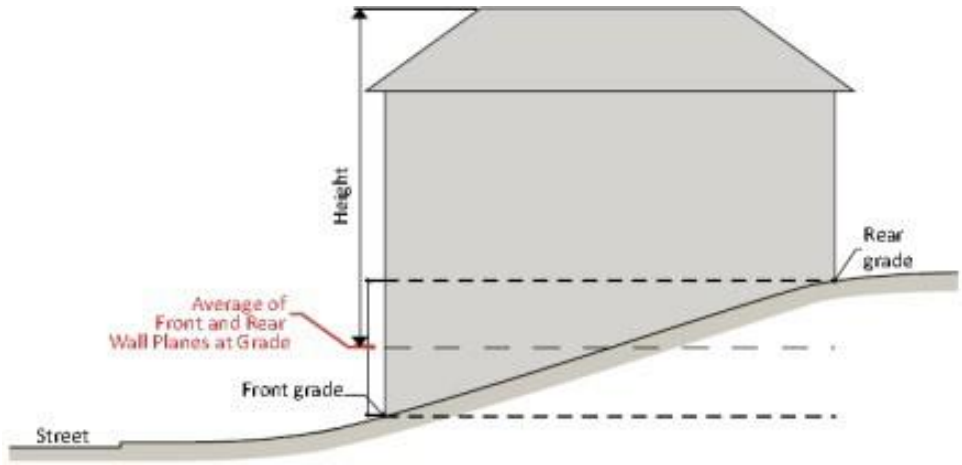
3. *Average Grade*
   a. Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary front setback. Where mass-grading has been approved by the City, average grade shall be considered the improved grade following such mass grading (see the following image).



b. Where a lot slopes downward from the front 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.

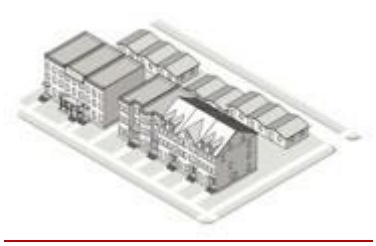
Sec. 6.1.5. Building Type

Contents:

Sec. 6.1.5.1. Building Type Descriptions
Sec. 6.1.5.2. Building Type Allowed by Districts

Sec. 6.1.5.1. 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. 6.1.5.2. Building Type Allowed by Districts

Building types are allowed by district as set forth below.

1.5.2 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

Sec. 6.2.2. Residential Accessory Structures

In residential zoning districts, detached accessory buildings or structures such as garages, gazebos, hot tub enclosures, carports, canopies, pool houses, porches, patios with footings, greenhouses, similar accessory buildings or structures, shall be subject to the following regulations:

A. *Maximum Floor Area*

The construction of a detached accessory building or structure on a residential parcel shall not exceed the maximum lot coverage allowed by the zone. In addition, the combined gross floor area of all accessory structures on site shall be as follows:

	Parcel Size			
	Less than 1 acre	**1-2 acres**	**More than 2 acres but less than 4 acres**	**4+ acres**
Maximum floor area (all accessory structures on a residential lot combined)	1,000 sf.	1,500 sf.	2,000 sf.	4,000 sf.

B. *Height*

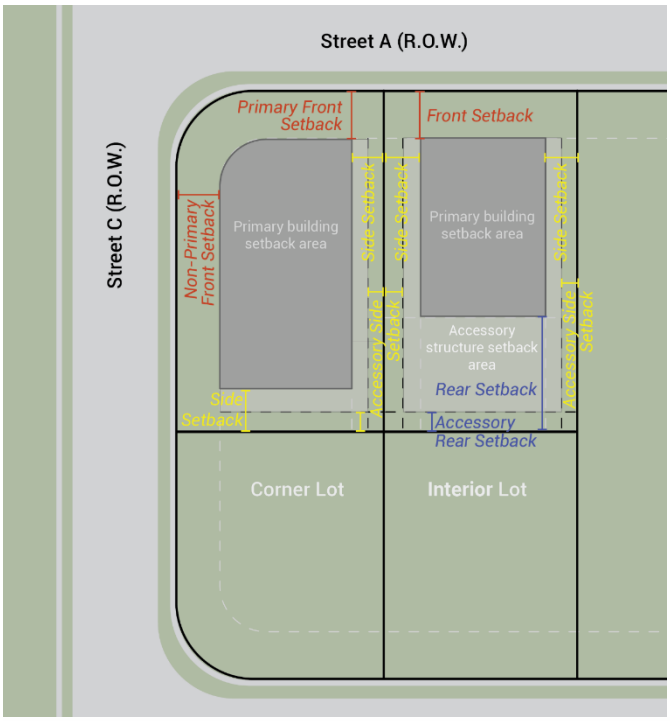
The maximum height of an accessory building or structure shall comply with the following:

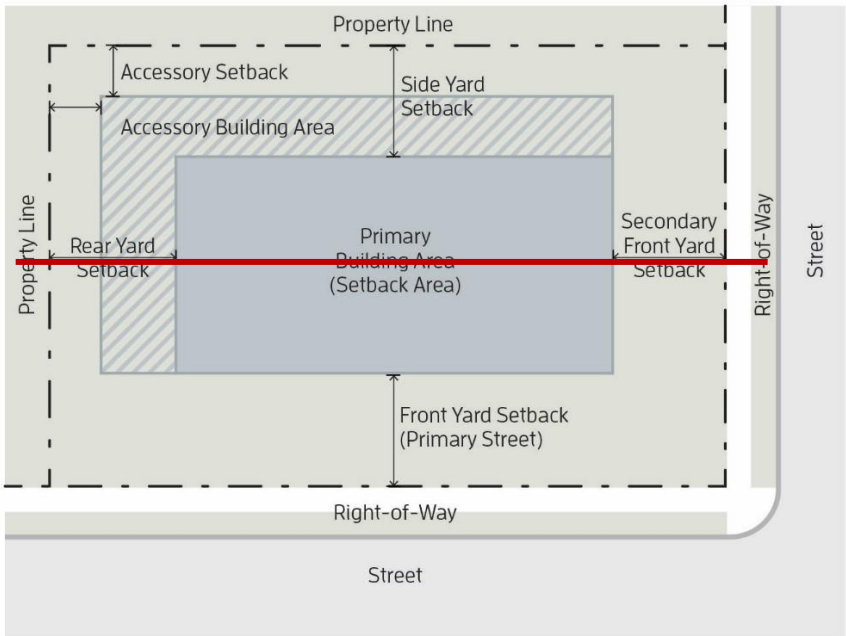
Zoning District	Accessory Structure Max Height
ER	24’
AG	22’ non-agricultural uses 35’ for agricultural related uses
R1, R2, R3, R4, R5, & MP	18’

C. *Placement*

The placement or construction of a detached accessory building or structure must comply with the following placement requirements (see following image also):

1. Front setback must comply with the required front setback of the property based on the zoning district;
2. Side or rear setback must meet the setback requirements for the primary structure or ten (10) feet, whichever is less;
3. Any accessory structure over 600 square feet shall have a setback of at least equal distance as the height of the building, if that distance is greater than the minimum side and rear setback required per the zoning district.
4. Shall not encroach into any easement and/or any required buffer yard for the zoning district.
5. Shall comply with *Article 6.20. Vision Clearance Standards*.





D. *Building Permit Exemption*

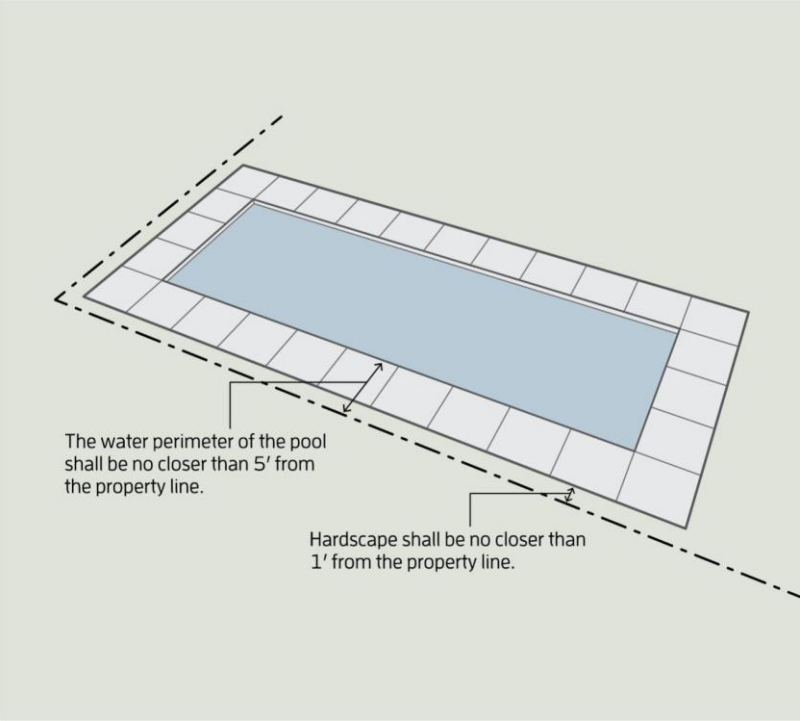
A building permit is not required for outdoor fireplaces, children's playhouses, swings, other play structures, above ground pools, basketball goals, pergolas, and similar structures as determined by the Director.

E. *Swimming Pools*

Private swimming pools may be permitted on residential lots and do not count towards the impervious

surface area. Private swimming pools must follow the standards below (as illustrated in the following image):

1. The water perimeter of an inground or above ground pool shall be no closer than five (5) feet from any rear or side property line.
2. Any hardscape surrounding the edge of the pool shall be one (1) foot away from the side or rear property line and is part of the impervious surface area calculation for each lot.



(Ord. 081919D, 08/19/2019; Ord. 111620B, 12/21/2020; Ord. 011822, 02/21/2022)

Effective on: 12/21/2020

Sec. 6.2.6. Mechanical & Utility Equipment .

All mechanical equipment regardless of mounting style or location on site shall be screened from view from all directions.

A. **Applicability**

Mechanical and utility equipment not shown on construction plans during ILP, SIP, or other permit review (due to unknown location or other reasons) or mechanical or utility equipment added that were not originally planned for do not remove the developer's or applicants' responsibility to comply with the following standards.

B. **Location**

Mechanical and utility equipment shall not be located in a front yard or along the front facade of any building, unless there is a life-safety concern as determined by the Director, or unless the lot in question has three (3) or more frontages.

C. **Height**

Screening height shall be at least one (1) foot taller than the height of the mechanical equipment.

D. **Screening**

1. **Ground-mounted.** Where possible, ground mounted mechanicals shall be screened by a masonry wall matching the materials and color of the primary structure. If that wall is masonry and attached to the primary structure no plant material screening is required. Any screening walls not attached to the primary structure shall be softened through the use plant materials, planted at a rate of one (1) shrub per four (4) lineal feet of screen wall perimeter.
2. **Wall-mounted.** Wall-mounted mechanicals shall be screened by a masonry wall matching the materials and color of the primary structure. When possible that wall shall also be softened using plant material, planted at a rate of one (1) shrub per four (4) lineal feet of screen wall perimeter. Wall-mounted mechanicals shall mean to include all wall-mounted meters and other mechanical equipment. Screening of wall-mounted solar energy systems is not required.
3. **Roof-mounted.** All roof-mounted mechanicals shall be hidden by a screen, parapet wall, or portion of roof that is architecturally compatible with the primary structure. Screening of roof-mounted solar energy systems and other alternative energy systems is not required.

E. **Landscaping**

Shrub material shall be provided as required above. Shrub plantings along screen walls greater than five
(5) feet in height shall utilize shrub species that grow to at least five (5) feet in height at maturity, while keeping a width which is less than the height. All landscaping shall be evergreen.

F. **Single-Family Districts**

1. All roof-mounted equipment in single-family residential districts including, but not limited to, heating, exhaust fans, cooling, and antennas shall be screened to the greatest extent possible to preclude viewing ~~of same~~ from adjacent residences and public rights-of-ways.
2. Exceptions:
    a. Satellite television antenna 40 inches or less in diameter ~~and other roof-~~

~~mounted equipment such as solar panels may be visible upon a showing that screening of same would: (1) unreasonably delay or prevent installation, maintenance or use; or (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal, or block the sun.~~

b. Solar energy systems.

Article 6.2. Accessory Structure Standards

Sec. 6.2.8. Trash Receptacles

Trash receptacles and trash compactors shall be enclosed on all sides by a structure that complies with the following:

A. Shall be no closer to any right-of-way than the primary structure, excluding properties with frontage along three (3) or more property lines.

B. Shall be Minimum of six (6) feet tall or one (1) foot taller than the receptacle, whichever is greater;

C. Constructed of masonry material that is compatible with the primary structure. Enclosures attached to the primary structure shall be designed as an architecturally integrated part of the primary structure: alternative material can be approved by the Director for existing uses.

D. Gates are required and shall be 100% opaque and constructed of low maintenance, durable materials.

E. Shrub material shall be provided to supplement the screening of the enclosure;

F. The gate shall not face a residential zone. The gate shall not face a right-of-way within 50 feet.

CHAPTER 6. DEVELOPMENT STANDARDS

Article 6.3. Architectural Design Standards

Contents:

Sec. 6.3.1. Purpose & Intent
Sec. 6.3.2. Administrative Alternative Findings
Sec. 6.3.3. Defined Terms & Determining Applicable Standards
Sec. 6.3.4. Residential Design
Sec. 6.3.5. Mixed Use & Non-Residential Design

Sec. 6.3.1. Purpose & Intent

A. Purpose

The purpose ~~and intent~~ of this Article to create standards that set and maintain a baseline level for the architectural design and construction of buildings within the City, particularly new buildings and structures. This Article is not intended to limit creativity or to prioritize one (1) architectural style over another.

B. Intent. The intent of this Article is to do the following:

1. To promote visually aesthetic building designs that incorporate quality architectural characteristics and establish a built environment that is compatible with existing and future adjacent land uses.
2. To promote the use of symmetry, scale, proportion, unity, balance, rhythm, contrast harmony and color to increase aesthetic pleasantness of a building.
3. To encourage the use of architectural design techniques appropriate to the spatial and functional context of the development, neighborhood and the surrounding environment.
4. To aid legibility, wayfinding, and local character at the neighborhood scale.
5. To avoid featureless expanses of building bulk, reduce monotony, increase diversity in streetscape and encourage fascination in the built environment.
6. This Article is not intended to limit creativity or to prioritize one (1) architectural style over another.

Sec. 6.3.2. Administrative Alternative Findings

A. The Director may, in accordance with *Sec. 10.2.1 Administrative Alternate*, approve alternate architectural standards to provide for any creative or unique architectural designs that may not meet all the standards of this Article but meets the purpose and intent of this Article.

B. To approve an alternative architectural design, the following findings shall be required:

1. The approved alternate meets or exceeds the intent of the Cohesive Design Standards;
2. The approved alternate meets or exceeds the intent of the Building Scale (Non-Residential) Standards;
3. The approved alternate meets or exceeds the intent of the Building Form Standards;
4. The approved alternate meets or exceeds the intent of the Architectural Elements Standards;
5. The approved alternate meets or exceeds the intent of the Materials Standards;
6. The approved alternate conforms with the Comprehensive Plan and adopted City plans; and
7. Applicable Indiana Building Code regulations are met.

Sec. 6.3.3. Defined Terms & Determining Applicable Standards

A. *Defined Terms*

1. **Accent Colors.** Accent colors are defined as secondary to the primary color and are for emphasis in a color scheme. These colors can often be bold or vivid and are used sparingly, to emphasize, contrast or create rhythm.

2. **Accent Materials.** Distinct materials used to provide emphasis of architectural features or areas of the building. Accent materials to be used less than field materials and between 5% and 20% of applicable façade elevations, excluding exterior fenestration coverage. Qualifying accent materials must either be a different material type, have a different cut size or installation technique (such as types of masonry rows). Awnings or canopies with a unique material type and meeting visible coverage areas may qualify.
3. **Articulation.** The way the form or portions of a building are expressed to emphasize or create distinct patterns or rhythms that enhance the design and add visual interest or Pedestrian Scale.
4. **Composite Metal Materials.** A composite material with at least two (2) constituent parts, one being a metal necessarily, the other material may be a different metal or another material, such as a ceramic or organic compound.
5. **COD.** "COD" within the applicable standard table applies to commercial or office developments.
6. **Description.** The standard within the applicable standard table for that Section.
7. **Field Color.** Color uses for at least 25% of applicable façade elevations, excluding all fenestration area.
8. **Field Material.** Materials used for at least 20% of applicable façade elevations, excluding all fenestration area. There is no limit on number of field materials provided other coverage requirements are met. Accent materials more than minimum requirements, which meet required area in total, may count as a field material. Visible roofing material meeting all other material and roof standards, including elevation area requirements, may count as a field material. See also Fenestration definition.
9. **Fenestration.** The arrangement, design, proportioning, or general disposition of windows and other openings in the exterior walls of a building. Fenestration requirements for buildings do not count toward minimum number of exterior material or color types, unless they exceed required fenestration coverage areas by 10% for applicable areas, and minimum Field Materials (see definition) area for all other facades. Roll-up doors must function in part as windows when closed and comply with all applicable standards to qualify as fenestration.
10. **Finish Materials.** Materials which are non-essential to complete the building design and are used in addition to primary and secondary materials.
11. **Fluorescent/Neon Colors.** An extremely bright color that is prohibited as a primary color for architectural design standards.
12. **IND.** "IND" within the applicable standard table applies to industrial developments.
13. **Modulation.** In the design standards, modulation is a stepping back or projecting forward of portions of a building face or roofline within specified intervals of building width and depth as a means of breaking up the apparent bulk of a structure's continuous exterior walls.
14. **MF.** "MF" within the applicable standard table applies to multi-family developments.
15. **O.** "O" within the applicable standard table means that the specific standard is optional and not required as part of the design standards for that Section.
16. **Pedestrian Scale.** Pedestrian Scale means the use of human-proportioned architectural features and site design elements clearly oriented to pedestrian activity. Such elements are typically smaller in scale and more proportional to the human body, rather than monumental or large scale, and include surface texture and patterns, lighting, colors, materials, landscaping, and architectural details.
17. **Public View.** Public View in this Article means any view from a primary entrance to adjacent building, roadway, street, common area, pedestrian area, trail, sidewalk or public space.
18. **R.** "R" within the applicable standard table means that the specific standard is required as part of the design standards for that Section.
19. **SF.** "SF" within the applicable standard table applies to single-family development.

B. ***Determining Applicable Standards***

The following table illustrates how to determine the applicable standards for development:

Description	SF	MF
This is an example of an architectural design standard in the UDO. Each standard has a letter, which corresponds to example photos or illustrations. **Note that not all standards are depicted by illustrations.**	O	R

Sec. 6.3.4. Residential Design

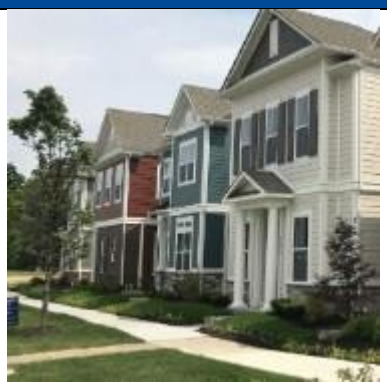
A. Residential Cohesive Design

1. **Intent.** The intent of these standards is to promote visually aesthetic building designs that incorporate quality architectural characteristics and establish a built environment that is compatible with existing and future adjacent land uses.
2. **Standards.** The following standards shall apply when required:

	Description	SF	MF
a.	Buildings must orient, frame, and/or face direct pedestrian views.	O	R
b.	Design and orient buildings not to impede access. The building should enhance the appeal of open space and pedestrian environments.	O	R
c.	Incorporate architectural features on all sides of a building façade facing a Public View.	R	R
d.	Provide for wayfinding signage and create a unique identity for each building or community, by incorporating complimentary variation in design.	O	R
e.	Ensure that no two (2) buildings viewed from a Public View are alike, by varying at least two (2) of the following for each building: roof pitches, material types, color packages, structure orientation, or incorporate other unique and identifiable architectural or landscape element. See also *Sec. 8.2.2. Anti-Monotony Standards*.	R	R

Do this:✅

a. *Buildings frame adjacent parks or open space.*

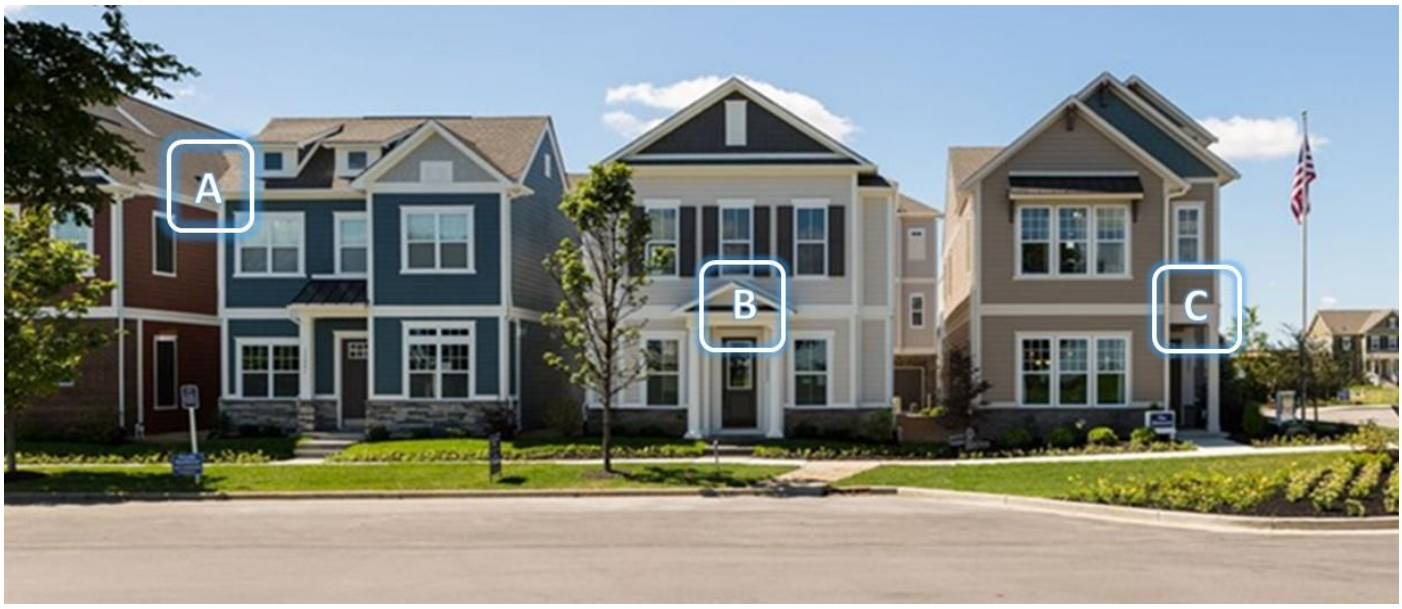


b. *Building design enhances the pedestrian space*

c. *Architectural features are on all sides of the building façade.*

d. *Distinctive sign to enhance neighborhood identity.*

Do this:✅
e. *No two (2) buildings viewed from the street are alike.*



For simplicity, larger photos are illustrated with highlighted areas to point out specific ways that the illustration shows compliance with a specific standard or multiple standards in each Section. The intent is to provide these examples to illustrate the standard, but it does not mean that every design must match the illustration provided. In this photo, Cohesive Design standards are being met by the following: (A) illustrates the variation in color patterns which complies with Sec. 8.2.2. Anti-Monotony Standards; (B) illustrates how the architectural features are visible from public view; and (C) illustrates how building entries can face the Public View on a street corner by providing a corner entrance with a patio area. Source: David Weekley Homes.

B. Residential Building Form

1. **Intent.** The intent of these standards is to articulate building forms, including, but not limited to, massing, walls, and roofs, with appropriately scaled modulations that contribute to the development of visually aesthetic and well-articulated building designs. Furthermore, these standards are meant to emphasize architectural building forms that support compatible building scales, provide appealing architectural character, and contribute to the quality of the neighborhood.
2. **Façade Standards.** The following standards shall apply when required:

	Description	SF	MF
a.	Incorporate at least two (2) types of modulation in the façade plane facing a Public View, including, but not limited to: projections, recesses, and step backs that articulate wall planes and break up building mass.	R	R
b.	Façades equal to or longer than 20' facing a Public View shall provide a minimum total modulation area of 20% of the horizontal wall span, with a minimum vertical height of at least 3' tall. Porches and balconies, at least 6' in depth may count toward this requirement.	R	R
c.	Modulation for qualifying projections, pop outs, bays, recesses, and varied setbacks, must be a minimum depth of 12" from the primary façade plane. A minimum 50% of total modulation must be visible over permanent barriers, such as berms and fencing, from described areas.	R	R
d.	Use any combination of allowed material type, color variation, banding, stringcourse, or modulation to clearly distinguish between the ground level and upper stories.	R	R
e.	Incorporate visually heavier and more massive elements or materials, such as stone or masonry, primarily at the base of the buildings. Lighter elements and materials, such as siding, shall be above the heavier or more massive elements. This excludes columns, supports, modulated walls, architectural features, and roof elements.	R	R
f.	Second-story residential façades may not extend to the front face without additional façade modulation or additional material types and architectural accents.	O	R
g.	Residential buildings with attached units must articulate the design to differentiate façades of individual units or groups of units. Must consistently incorporate any two (2) of the following: modulation, material, or color variation.	O	R

Do this: ✓	
a. *Incorporates at least two (2) types of modulation in the façade plane.*	
b. *Façade is longer than 20-feet and has a modulation area of at least 20%.*	c. *A minimum 50% of the modulation is visible over the fencing.*

Do this: ✓	
d. *The modulation clearly distinguishes between the ground and upper stories.*	e. *The second-story residential façade of the garaged includes modulation.*

3. **Roof Standards.** The following standards shall apply when required:

Description	SF	MF
a. Modulate and articulate roof forms to create building profile interest and to reduce the appearance of building mass and scale. Applies to façades visible from a public street, public spaces, and pedestrian environments.	R	R
b. Break up roof massing into primary and secondary roof elements that correspond to horizontal and vertical modulations or divisions in the façade, and denote key architectural elements, such as entries and porches.	R	R
c. Align and correlate roof forms including elements over porches and entries, with the overall building design and use of materials. Examples include but are not limited to: continuation of roof forms with vertical elements such as columns, piers, and pilasters, or accenting gable type façades with rafters, corbels, or distinct material variations from other wall planes	R	R
d. Sloped roofs shall have a significant pitch, primary roof plains to be no less than 5/12.	R	R
e. Flat roofs shall include eves, on all visible sides, The minimum eve depth shall be 12 inches, the minimum eve thickness shall be 8 inches.	R	R
~~e~~ f. Provide variations in roof profile including but not limited at least two (2) of the following: two (2) or more visible roof planes; dormers, lookout, turret, or cornice work such as corbels, spaced consistently along the façade plane.	R	R
~~f~~ g. Quality roof materials such as tile, slate, cedar shake with fire protection, 30-year asphalt shingles, dimensional asphalt or fiberglass shingles, high-quality standing seem metal roofing, or high-quality metal shingle roofing shall be used on all structures. All metal roofing shall be low-gloss and a base color.	R	R

Do this:✅	
 a. *Roof forms create building profile interest.*	 b. *Roof massing is broken up into primary and secondary elements corresponding to architectural features.*
 c. *Roof forms align and correlate with the overall building design.*	 d. *The building has at least two (2) variations in roof profile.*
 e. *Attached residential developments shall provide a variation in roof heights to provide a unique identity to each unit.*	

4. **Automobile Storage Standards.** The following standards shall apply when required:

Description	SF	MF
a. Front loaded garages must be setback 4' from the front façade plane, with a minimum of a 20' setback from a sidewalk or trail. ~~A covered 6' deep porch that extends at least 1/3 of the front façade may be provided instead of the 4' garage setback.~~	R	O
b. Garage door area may not exceed 60% of the front façade of a building.	R	R
c. Two-car garages required, and an additional 4' deep x 6' long storage area shall be provided within the garage.	R	O
d. Every two (2) bays (not more than 25' wide) shall have a separate door and shall have a 2~~3~~' plane separation from adjacent door(s).	R	R
e. Decorative garage doors are required for front-loaded and side-loaded garages.	R	O
f. Carports must be attached to primary structure.	R	O
g. Detached garages and carports (multi-family only) must be designed in keeping with the primary structure and must utilize the same materials and color.	O	R

Do this:✅

A. *This illustrates the required setback for front-loaded garage doors or a front porch instead of the 4' setback.*

b & c. This garage has a separate door that is more than a 2' plane separation from the other doors.

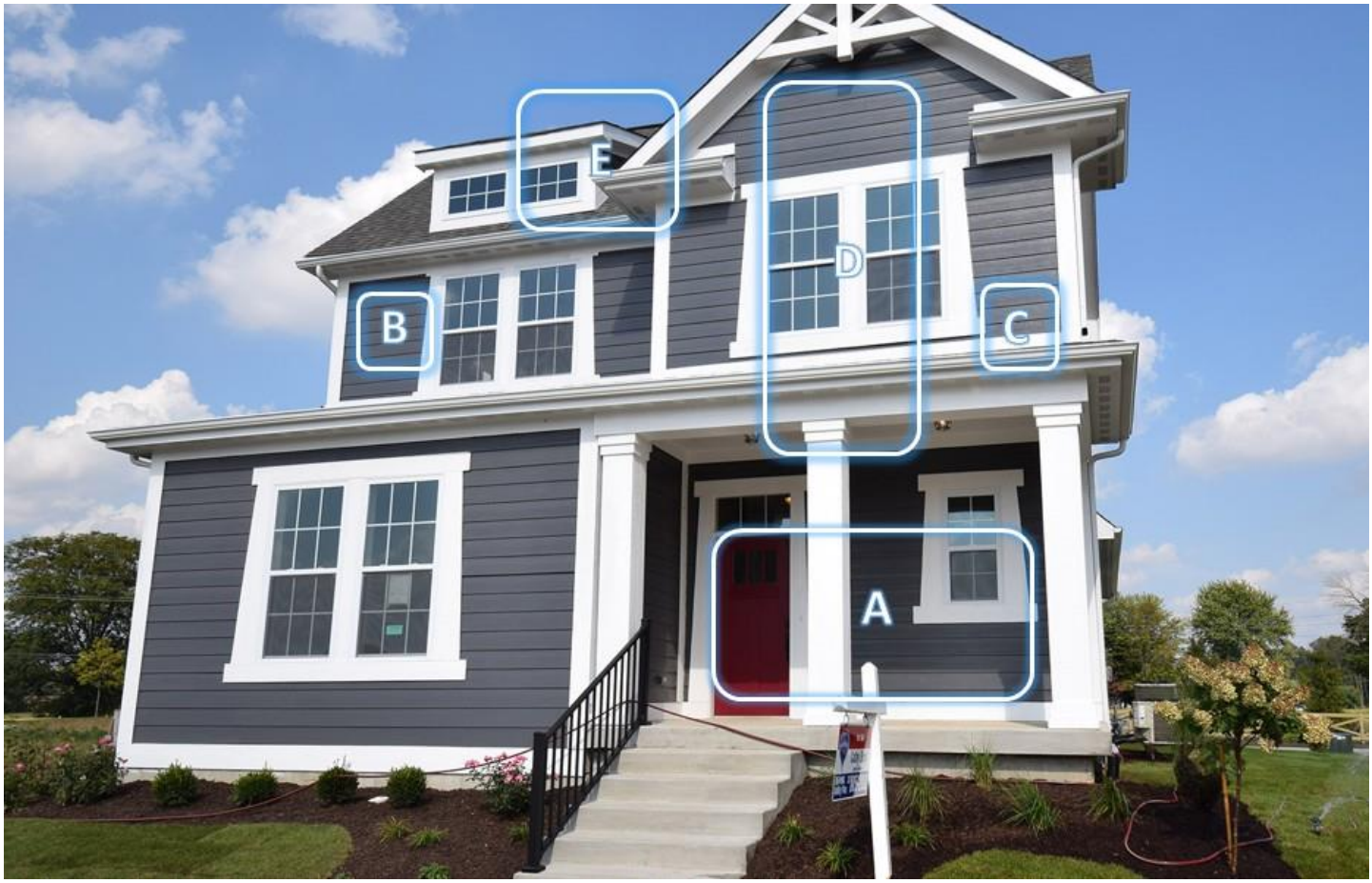
d. *Front-loaded garages must have decorative garage doors.*

d. *This door type that includes paneling details, windows and decorative hardware.*

e. *Carport is attached to the primary structure.*

Do this:✅

f. *Carport is designed in keeping with the primary structure and utilizes the same materials and color.*



This home illustrates several requirements of the Building Form standards by providing interesting façade modulations and roof forms. Building Form standards are being met by the following: (A) illustrates one (1) façade modulation on the 1st floor by incorporating a covered patio (B) illustrates a second modulation in the façade plan by stepping back the 2nd story of the home from the front facade; (C) illustrates additional modulation and architectural detailing between the 1st and 2nd story of the home; (D) illustrates 2nd story façade and roofline align over the covered patio creating a focal point for the entry; and (E) shows two (2) types of roof variations with the dormer and separate gable roof with broken up rooflines. Source: Estridge Homes

C. Residential Architectural Elements

1. **Intent.** The intent of these standards is to promote attractive residential units that enhance the quality of neighborhoods and developments by integrating architectural elements and details with building designs. Furthermore, the intent of these standards is to require the use of architectural elements and detailing to add interest and contribute to an aesthetic building character.
2. **Standards.** Architectural elements shall comply with the following:

Description	SF	MF
a. Provide detailing that transition or frame the façade material changes, and that integrate architectural elements such as lighting, doorways, and windows. Examples include but are not limited to: cornices, decorative caps on brick or stone, decorative lintels, porch railing, transform light, and shutters.	R	R
b. Windows must be provided to allow views to exterior activity areas or vistas, and must be provided on any façade facing a pedestrian or common area used for children's recreation.	R	R
c. Anchor windows and other portals into building wall planes by integrating proportional detailing such as trim, lintels, shutters, railing, and ledges that match the building design for the façade of a building faces an entrance to an adjacent building, roadway, common area, or any viewable public area.	R	R
d. Primary building entries must be clearly defined using a combination of architectural elements, materials, or façade modulation meeting other architectural standards in this Article.	R	R
e. External stairwells must be integrated with the building design and provide residents protection from inclement weather. Use materials, modulation, and architectural elements which relate to and support other standards.	O	R
f. Mechanical and utility equipment shall comply with *Sec. 6.2.6. Mechanical & Utility Equipment*.	R	R

Do this: ✓	
 a. *The building provides detailing that transition the façade material changes.*	 b. *The windows provided allow views to exterior activity areas.*
 c. *Windows and other portals inside integrate proportional detailing.*	 d. *Building entries are clearly defined with materials and façade modulation.*
 e. *Stairwell integrates with the building and provides protection from weather.*	

In this photo, this home complies with the standards of this Article by incorporating interesting modulation, roof forms, fenestration and various colors and materials. It includes a number of architectural elements including: (A) stone column base with caps anchored to the building; (B) decorative garage door that does not exceed 60% of the façade length; and (C) fenestration above the garage that creates more interest. This home also provides architectural interest by including: (D) a roof break over the front patio (E) sidelights and decorative lighting to emphasize the entry; and (F) corbels to emphasize the gables. Source: Beazer Homes

D. Residential Materials

1. **Intent.** To ensure that materials used for residential development promote and establish an architectural character that contributes to the aesthetic qualities of neighborhoods and protects adjacent property values. Furthermore, the intent of these standards is to require the use of complementary material combinations that contribute to a cohesive building design.
2. **Standards.** Use materials from the following basic groups: masonry, wood, fiber cement board, stucco, composite lap, decorative precast panels, aluminum, EIFS, and glazing. The additional following standards shall apply when required:

	Description	SF	MF
a.	Buildings with façades that face multiple public streets or roadways and/ or public spaces, use consistent material combinations, material quality, and architectural detailing.	R	R
b.	Distinguish field materials from accent materials through pattern, texture, or additional detail visible from edge of nearest roadway. Alternate masonry or material courses may count toward this.	R	R
c.	Where materials transition or terminate, provide detailing to express the natural appearance of the material. For example, wrap stone or stone-like products around visible corners to convey the appearance of mass, and not a thin veneer.	R	R
d.	Use a cohesive color scheme featuring a minimum of two (2) field colors, a trim color, and an accent color or material. Garage door colors must coincide with this scheme or other accents.	R	R
e.	For each wall plane area greater than 20' in length or height, and visible from roadways, common area, and pedestrian area, shall incorporate at least two (2) distinct field materials, patterns, or colors in any combination, for at least 25% of the visible area. Windows or portals with qualifying accent materials may count toward this requirement, when meeting overall material requirements for the façade elevation.	R	R
f.	Masonry as a qualifying accent material must be applied to 50% of the available wall length at a minimum height of 24" (excluding garage openings).	R	R
g.	Use of neon, or extremely bright colors that can be distracting and may cause a visual nuisance shall not be used as a primary color.	R	R
h.	Unfinished or manufactured color smooth face block, untextured concrete panels, and prefabricated steel panels are prohibited as a building façade finish, except an accent or secondary field material	R	R
i.	The use of vinyl on single-family is allowed with the following standards: Shall be .052 gauge; decorative entryway with a 12" min. wide door trim; 30% masonry at the water table line as a secondary material; must include at least two (2) other architectural elements, including but limited to, cornices, corbels, columns, window shutters, gable vents, etc.; and must comply with all other standards in this Article.	R	N/A

Do this: ✓

a. *Building facades that face multiple public streets use consistent materials.*

b. *This home uses a variety of accent materials through patterns, texture and architectural elements that are visible from the roadway.*

c. *Where materials transition, detailing expresses a natural appearance.*

d. *The building features two (2) field colors, a trim color, and an accent color.*

e. *This building incorporates at least two (2) distinct field materials.*

f. *Masonry is applied to 50% of the available wall length.*

g. The use of .052 gauge vinly siding may be allowed on single-family when it is combined with masonry at the water table line, two (2) architectural elements and a decorative entryway with a 12" min. door trim.

Don't do this:	
 h. *This use of intensely bright and fluorescent colors is prohibited.*	 i. *These untextured concrete panels are prohibited*

Effective on: 7/20/2018

Sec. 6.3.5. Mixed Use & Non-Residential Design

A. Mixed-Use & Non-residential Cohesive Design

1. **Intent.** Promote visually aesthetic building designs that incorporate quality architectural characteristics and establish a built environment that is compatible with existing and future adjacent land uses. Furthermore, the intent of these standards is to articulate building designs to frame and accentuate public spaces with Pedestrian Scale elements and details.
2. **Standards.** Building design should address building scale, mass, form, and use a variety of materials and architectural features to ensure an aesthetic contribution compatible with surrounding buildings. The following standards shall apply when required:

	Description	MU & COD	IND
a.	Maintain consistent and contiguous pedestrian environments across developments. Limit circuitous connections and maintain clear visibility.	R	R
b.	Incorporate architectural features on all sides of a building façade facing a Public View.	R	O
c.	Buildings must orient, frame, and/or direct pedestrian views to adjacent cultural buildings, parks, and plazas.	R	O
d.	Integrate at least one (1) material change, color variation, or horizontal reveal for every 12-vertical ft. of building façade; vertical spacing may be averaged over façade.	R	R
e.	Integrate at least one (1) material change, color variation, or vertical reveal every 50-horizontal ft. of building façade; horizontal spacing may be averaged over façade elevation.	R	R

Do this: ✅	
 a. *This building maintains a consistent pedestrian environment.*	 b. *This building incorporates architectural features on all sides of the building.*
 c. *This building frames pedestrian views to the adjacent plaza.*	 d. *This building incorporates a material change every* 12-vertical foot.
 e. *This building incorporates a material change every 50-horizontal foot.*	

This photo illustrates how Cohesive Design standards are being met by incorporating the following: (A) illustrates how the commercial shops are oriented towards the public space that frame the pedestrian environment and provide a nice scale for the shopping experience; (B) illustrates the corner architectural features provides architectural interest from all sides facing a Public View; and (C) illustrates a material change for every 12' of vertical height by providing a different color and decorative stone pattern on the façade.

B. Mixed-Use & Non-Residential Building Scale

1. **Intent.** Promote building designs that use appropriate architectural and Pedestrian Scales to establish compatible physical and visual relationships with adjacent and surrounding developments and reinforce a cohesive built environment. Furthermore, development should consider the scale of surrounding buildings, including relationships to existing residential areas, as well as an appropriate height, mass, and form scaled for the built environment. Applies to façades of development along public roads, public spaces, and adjacent to residential areas.
2. **Standards.** The following standards shall apply:

	Description	MU & COD	IND
a.	Development should consider the scale of surrounding buildings, including relationships to existing residential areas, as well as an appropriate height, mass, and form scaled for the built environment.	R	R
b.	For buildings with façades longer than 200', reduce massing of buildings by grouping or incorporating smaller tenant spaces along the commercial façade, or by incorporating at two (2) modulations with depth at least 5% of the total façade length., and a width of at least 20% of the façade length.	R	O
c.	Use Pedestrian Scale and landscape design elements such as specialty lighting, awnings, trees or other site elements to visually relate and transition multi-story buildings (or equivalent) to the ground plane.	R	O
d.	Consistently incorporate at least three (3) architectural features into the building design that are Pedestrian Scale, to include: fenestration patterns; architectural elements such as ledges, lighting, or canopies; material or pattern banding; or detailing.	R	R
e.	For buildings facing local and collector roadways, off-street parking must be located to the side of or behind buildings with only one (1) row of off-street parking in front of the building façade.	R	O

Do this: ✅	
 a. *This roofline incorporates roofline and parapet variations.*	 b. *This building incorporates smaller tenant spaces along the façade.*
 c. *This building uses pedestrian scale and landscape design elements.*	 d. *This building incorporates pedestrian-scale architectural features.*
 e. *Parking is located to the side and behind this building.*	

The design of this commercial property provides for a unique entryway feature, decorative trellises, and a variety of landscaping material to help transition and emphasize the pedestrian realm. These design features provide a friendly pedestrian experience although the building is larger, multi-story building. More specifically, the building includes the following: (A) illustrates a raised landscape planter with seating, low trimmed shrubs, and trees to help frame the entry, while providing a welcoming pedestrian scale; (B) large wood beams, oversized hardware, and unique roof forms that provide modulation to help emphasize the entry in coordination with the landscaping; (C) unique materials in conjunction with the raised planter, landscaping and decorative trellis help transition the building scale to the pedestrian level; and (D) breaking up the roofline by providing a secondary, lower heights and modulation in the façade plan which reduces the massing and scale of a larger building. Source: Big Al's Bowling

C. Mixed-Use & Non-Residential Building Form

1. **Intent.** Promote building designs that articulate and define appropriate building forms with visual interest and enhance the character of the built environment. Furthermore, the intent of the standards is to articulate building forms, including but not limited to massing, walls, and roofs, with appropriately scaled modulations that contribute to the development of aesthetic building designs.
2. **Façade Standards.** The following standards apply:

	Description	MU & COD	IND
a.	Incorporate at least one (1) type of the following modulations in the façade plane, including but not limited to: projections, recesses, and step backs that articulate wall planes and break up building mass. Examples include, but are not limited to: columns with trim or accent materials, change in finished material depths, building overhangs, and inset features and materials such as false windows or fenestration with architectural accents.	R	R
b.	Qualifying modulation must be at least 12" in depth, be at least 14" in width or height (whichever is narrowest), and occur in total for 20% of overall façade elevation. For buildings with façades less than 150'., horizontal modulation must occur no less than every 30' For buildings with façades greater than or equal to 150', horizontal modulation must occur no less than every 50'.	R	R
c.	Facades facing Public View shall Incorporate visual and physical distinctions in the building design that enhance building forms, articulate façades, identify entries, integrate Pedestrian Scale, and visually anchor the building to the ground or street level.	R	O

Description	MU & COD	IND
d. For at least 30% of applicable façades, use any combination of concrete, masonry, stone, or unique variation of color, texture, or material, at least 10” in height, around the base of the building. May alternatively incorporate other architectural features such as ledges, façade reveals, ground level fenestration, raised planters, or landscaping elements within 3’ of finished grade.	R	R
e. Where building designs incorporate multiple stories, or multiple floor height equivalents, integrate at least one (1) field or accent color, material, or architectural feature used on lower stories, on the upper stories.	R	R
f. Building designs with multiple stories must provide proportionally taller ground-level façades adjacent to public roadways and public spaces. Provide a floor-to-ceiling height, or floor-to-floor height of 10’ to 16’.	R	R
g. Incorporate doors and windows for at least 40% of applicable 1st floor façade, or provide faux window and door treatments that incorporate at least two (2) of the following: material changes, reveals in conjunction with color or material change, qualifying modulation such as recessed areas, architectural trellis, awnings and canopies over access areas, detached structures such as pergola, or similar architectural features and details. Big box and buildings in industrial districts may limit applicable façade area to 30’. around public entries.	R	R

Do this: ✓	
 a & b. This building at least one (1) modulations in the façade plane.	 c. *This building incorporates visual and physical distinctions in the design.*
 d. *This building uses stone material at 10” in height around the façade.*	 e. *This building incorporates integrates an accent color on lower and upper stories.*

Do this:✅	
 f. *This building has a proportionally taller ground-level façade.*	 g. *This building incorporates doors and windows for at least 40% of the first floor.*

3. **Roof Standards.** The following standards shall apply:

	Description	MU & COD	IND
a.	Building roof types, forms, and elements should provide variation and interest to building profiles and contribute to the architectural identity of the buildings.	R	R
b.	Buildings with rooflines 50' in length or greater must incorporate roofline and parapet variations. Variations may include step-downs, step-backs, other modulation, or architectural features such as cornices, ledges, or columns, and must occur in total combination for at least 20% of the façade length. May be averaged over entire façade, but may not exceed 75' without a break.	R	R
c.	All developments 1,000 sf or larger: along arterial roadways and pedestrian areas, the design must provide a minimum 20' building elevation to include average parapet height, ridge of a pitched roof, or tower/turret type elements at least 20% in total of overall façade width.	R	O
d.	For flat roof: incorporate primary and secondary roof elements including but not limited to: multiple material types along parapets, multiple parapet elevations with at least a 3' change in elevation, or modulation of at least 3' in the parapet height, such as along entryway overhangs. Qualifying elements must exist for at least 20% the length of applicable façades in Public View. May also incorporate secondary roof types, such as hip roofs along overhangs.	R	R
e.	For sloped roofs, incorporate at least two (2) of any one (1) roof element, including but not limited to: valleys, ridges, or gables. Qualifying elements in total must exist for at least 20% of applicable façade roof area and be visible from the same façade elevation. May also incorporate other roof styles, such as parapet walls over entryway features.	R	R
f.	Provide variation in roof profile over façade modulation and/or articulation over façade material/color transitions. Options include, but are not limited to: varying parapet heights; two (2) or more roof planes; continuation of façade modulation through roof lines; dormers; lookouts; overhang eaves; sloped roofs; or cornice work.	R	O

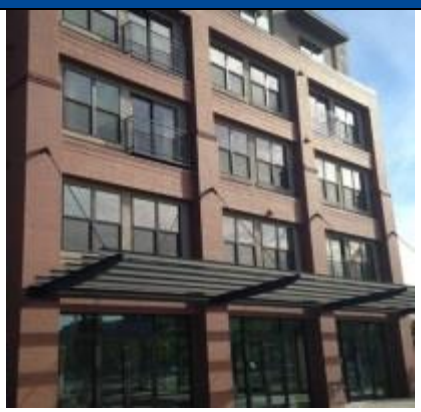
Do this:✅	
 a. *Roof types and forms provide variation and interest.*	 b. *This building incorporates roofline and parapet variations.*
 c. *This building provides a minimum 20' building elevation.*	 d. *This flat roof incorporates primary and secondary roof elements.*

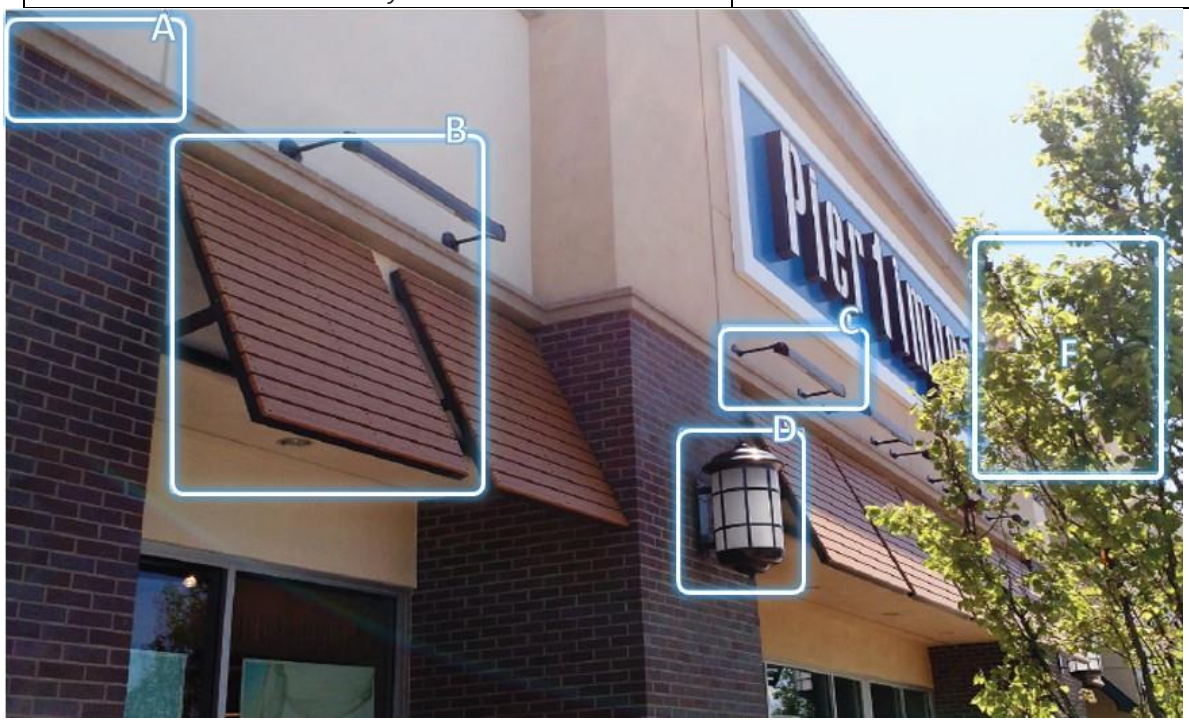
This is a smaller scale commercial building that illustrates a number of attractive architectural elements and building form. More specifically, the building includes the following: (A) use of consistent material combination, quality and detailing that creates a unique wall plane; (B) provides for at least two (2) types of field materials, color, and material-color combinations that give the building architectural character; (C) enhanced entry that is provided by an enclosed space that is designed with a darker color and material that compliments the lighter colors of the building; and (D) the stone material transitions or terminates in a natural occurrence by returning to the face of the façade behind the modulation. Source: Washington Trust Bank

D. Mixed-Use & Non-Residential Architectural Elements

1. **Intent.** The intent of these standards is to promote integrated architectural elements and details as components of cohesive building designs that enhance the visual interest of building façades, support activity at and/or near ground level, and provide Pedestrian Scale.
2. **Standards.** The following standards shall apply:

	Description	MU & COD	IND
a.	Provide at least three (3) detailing elements that transition façade material changes or integrate Pedestrian Scale elements, such as doorways, windows, or material banding, at the base of the building. Examples include but are not limited to: cornice work around primary entries, decorative caps on brick or stone banding, architectural canopies over entries, or decorative lintels above the first-floor windows.	R	R
b.	Provide building overhangs or other projections such as canopies which articulate the building façade and provide temporary relief from inclement weather. At a minimum, an overhang or projection is required within 20' of all public entryways, must be at least 3' in depth from the point of entry, and be least 6' in length. Entryways with vestibules or other permanent enclosed transition space are exempt.	R	R
c.	Provide details that emphasize focal elements such as public entries, building corners, or public spaces. Examples include but are not limited to: columns, quoin or rustication, canopies over entries, lintels, transom windows, or modulation of the roof plane. At least one (1) focal element is required and must be accented with a unique combination of color, texture, materials, or modulation in the wall or roof plane.	R	R
d.	To avoid blank wall segments when visible from a roadway or public space, use any combination of standards from Building Form, Architectural Elements, or Material sections to provide pattern, color, or material variation on all wall segments. Must not exceed 30-ft. horizontally or vertically without building variation.	R	R
e.	Roof access shall be located within the interior space of the building to eliminate exterior ladders for roof access.	R	R
f.	Mechanical and utility equipment shall be screened in accordance with *Sec. 6.2.6. Mechanical & Utility Equipment.*	R	R

Do this:✅	
 a. *This building provides at least three (3) detailing elements that transition façade material changes and integrate pedestrian scale elements.*	 b. *This building provides projections which articulate the building façade and provide temporary relief from inclement weather.*
 c & d. This building provides details that emphasize the public entry.	



This design includes many unique building scale, architectural elements, and attractive materials that help to maintain a relevant pedestrian scale even-though the façade may be setback hundreds of feet from the roadway. Some of the building elements working to create this cohesive building design include: (A) a mix of complimentary building material; (B) attractive large framed metal awnings over windows and entries; (C) accent lighting to emphasize building elements; (D) specialty lighting to emphasize the entrance and support Pedestrian Scale, and (E) landscaping including trees in front, and in close proximity to the building to enhance and frame the building elements and reinforce the Pedestrian Scale. Source: Pier 1 Imports & City of Meridian Architectural Standards Manual

E. Mixed Use & Non-Residential Materials

1. **Intent.** To ensure that materials used for development promote and establish an architectural character that contributes to the aesthetic qualities of neighborhoods and protects adjacent property values.
2. **Standards.** Use materials from the following basic groups: brick, split-face concrete masonry unit (CMU), fiber cement board siding, stone, stucco, decorative precast panels, integrally colored block, EIFS, wood, composite metal panels, or high-pressure laminate (HPL) with a decorative surface that is suitable for exteriors. The additional following standards shall apply when required:

	Description	MU & COD	IND
a.	Buildings with façades that face Public View shall use consistent material combinations, material quality, and architectural detailing.	R	R
b.	For all façade elevations visible from Public View and facing residential zoning districts, shall use at least two (2) distinct field materials, colors, or material-color combinations on the building façade. *Applies when industrial buildings face arterial or collector roads, or facing public spaces.	R	R*
c.	Building façades visible from Public View shall incorporate an accent material on the 1st story of a multi-tenant building.	R	R

	Description	MU & COD	IND
d.	Where materials transition or terminate, provide detailing to express the natural appearance of the material. For example, wrap stone or stone-like products around visible corners to convey the appearance of mass, and not a thin veneer.	R	R
e.	Textured concrete panels and prefabricated steel panels are prohibited as a finish material for building façades, except when used with a minimum of two (2) other qualifying field materials and meeting all other standard fenestration and material requirements.	R	O
f.	In Industrial Districts, untextured concrete panels and prefabricated steel panels are prohibited as facade field materials facing arterial and collector roadways, or public spaces, except when used with a minimum of two (2) other qualifying field materials and meeting standard fenestration requirements. Concrete panels that do not exceed 3 sf without a patterned reveal or modulation break may be considered textured.	O	R
g.	Reclaimed wood may be used as an accent material and shall be limited to architectural accent areas (i.e. building and window trim, architectural features and entrances, etc.). Reclaimed wood shall be of high quality materials, suitable for exterior use, and limited to 25% of the overall building coverage.	R	R
h.	Roll-up and drive-through doors are prohibited from Public View, unless they are integrated into the building design. Consider material variation and transitions, modulation, and other architectural features and standards for the design.	R	R
i.	Use of neon or extremely bright colors as a primary color or large portion of wall area is prohibited.	R	R

Do this: ✅	
 a. *This building uses consistent material combinations, quality, and detailing.*	 b. *This industrial building uses at least two (2) distinct field materials and colors.*
 c. *This building uses masonry as an accent material on the 1st story or 1st floor height.*	 d. *These materials transition to express a natural appearance.*

Do this: ✅	
 e. *Concrete is used with other qualifying field materials.*	 f. *This industrial building uses concreate with qualifying materials.*
 g. *Reclaimed wood under the canopy is used here as an accent material.*	 h. *These roll-up doors are integrated into the building design.*

Don't do this: ❌	
 i. *Use of vinyl siding is prohibited.*	 j. *This use of intensely bright and fluorescent colors is prohibited as a primary color or on large wall areas.*

Article 6.7. Landscaping Standards

Contents:

Sec. 6.7.1. Purpose & Intent
Sec. 6.7.2. Applicability
Sec. 6.7.3 Installation & Selection of Plant Materials
Sec. 6.7.4. Buffer Yards
Sec. 6.7.5. Lot & Foundation Plantings
Sec. 6.7.6. Street Trees

Sec. 6.7.1. Purpose & Intent

~~A. The purpose and intent of the landscaping regulations are to provide meaningful and well-designed screening and buffering.~~

~~B. Tree and shrub planting should not interfere with the safe vehicular and pedestrian circulation on the site.~~

The intent of the landscaping standards is to reach the following goals:

A. To preserve and protect natural areas and sensitive environments and encourage native planting that protect biodiversity.
B. To protect and preserve trees and landscaping and install new ones that increase property value, provide habitat for local wildlife, clean the air, calm traffic, reduce and mitigate stormwater runoff, provide shade and reduce the urban heat island effect, enhance people's enjoyment of the outdoor spaces, and otherwise enhance quality of life.
C. To promote the prudent use of water and energy resources through sustainable functional landscapes. Protect sensitive areas such as waterways and other natural resources.
D. To increase the compatibility of adjacent uses and minimize the adverse impacts created by abutting uses.
E. To minimize harmful impacts of noise, dust, headlight glare, artificial light intrusions, and other objectionable activities.
F. To provide for healthy, long-lived trees and landscaping within the public way or along private vehicular areas to create a buffer between pedestrians, bicyclists, and vehicular movement.
G. To foster aesthetically pleasing developments.
H. To design landscaped areas that do not interfere with the safe vehicular, bicycle, and pedestrian circulation on the site.

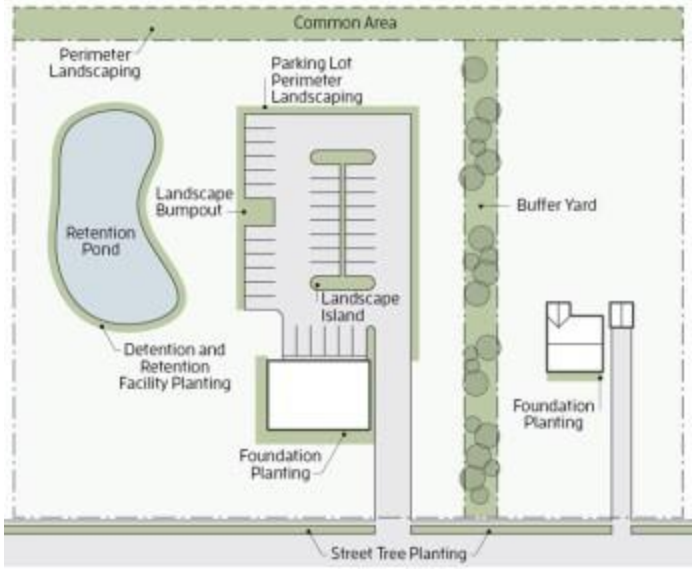
Sec. 6.7.2. Applicability

A. General

This Article shall apply to development in all zoning districts. Plantings and landscaping features required in this Article shall be subject to inspection to verify continued compliance with this Article.

B. Defined

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, common area, retention pond planting areas, and perimeter planting areas (see following image).



C. Additions

1. A building or site may be renovated or repaired without providing additional landscaping, provided there is no increase in gross floor area or improved site area.
2. When a building or site is increased in gross floor area or improved site area by less than 20%, landscaping is required for the additional floor area or site area only.
3. When the gross floor area or improved site area is ~~increased~~ redeveloped, altered, or increased by more than 20%, both the existing use and the additional floor or site area must conform to the landscaping requirements of the UDO.

D. Landscape Plan Required

Landscape plans shall be submitted for review and approval as part of any permit for land permit for development. Landscape plans shall be designed and planned concurrent with utilities in new development to avoid placement conflicts.

1. Landscaping plans shall include provisions for the following types of landscaping, as applicable:
   a. Tree Canopy Plan
   b. Existing Vegetation to Preserve
   c. Interior and Perimeter Parking Lot Landscaping
   d. Foundation Landscaping
   e. Landscape Buffer Yards & Screening
   f. Detention and Retention Facility Landscaping
   g. Street Trees
   h. Common Areas Landscaping
2. All landscape plans shall contain the following information, unless specifically waived by the Director:
   a. The location and dimensions of all existing and proposed structures, property lines, easements, parking lots and drives, roadways and rights-of-way, sidewalks, curbs, bicycle paths, ground signs, trash receptacle enclosures and recycling areas, bicycle parking areas, fences, freestanding electrical equipment, recreational facilities, power lines (identify type of line such as transmission), transformers, irrigation systems, and other freestanding structural features including Structural Stormwater BMP's as determined necessary by the Director.
   b. On the adjacent properties within 20-feet of the site, include the location of existing buildings, structures and plant materials, unless waived by the Director. Include location, type, quantity, size, and name of plant materials.
   c. The location, type, quantity, size and name (both botanical and common), of all existing plant materials. The notation of all trees with a diameter of six (6) inches or greater at a point four (4) feet above grade, as well as details of the estimated canopy size, health, and whether the tree is to be retained or removed.
   d. The location, type, quantity, size and name (both botanical and common), of all proposed plant materials including but not limited to trees, shrubs, groundcover, annuals/perennials, and turf. The canopy spread shall be denoted on the plans for all trees.

e. Existing and proposed grading of the site indicating contours at two (2) foot intervals. Proposed berming shall be indicated using one (1) foot contour intervals.
f. Elevations of all fences and retaining walls proposed for location on the site.
g. Elevations, cross-sections, and other details as determined necessary by the Director.
h. Summary data indicating the following information, when applicable:
   1. Total area of the site in square feet.
   2. Total proposed impervious area of the site in square feet and as percentage of the site.
   3. Total landscaped area in square feet and as a percentage of the site.
   4. Proposed tree canopy coverage in square feet and as a percentage of the impervious area/common area, whichever is applicable. This table may include the amount of preserved/retained existing tree canopy on site and adjacent to the site that meets the requirements in this UDO.
   5. A table that states the minimum required and provided landscaping per landscaped area kind (e.g., foundation planting, street planting, landscape buffer, etc.) and per entire site. The information in the table may include the number of trees, shrubs, native grasses, tree canopy coverage and any other landscaping required by this UDO.
   6. A table that states the following information per species: name (ordinary and botanical), proposed number, size at installation, and mature spread of trees (diameter and square feet of canopy).
   7. Total preserved natural/wooded areas within the development.

3. Where the required landscape area exceeds one thousand (1,000) square feet in aggregate, the landscape plan must be prepared by a licensed landscape architect. A landscape contractor may prepare the landscape plan for either a ground sign application or a designation sign application only.

E. Alternative Landscape Plan

1. Alternative landscape plans, materials, or methods may be justified due to natural conditions, such as streams, wetland areas, topography, and physical conditions related to the site. Lot configuration and utility easements may justify an alternative landscape plan, as well as impractical situations that would result from application of this Article.

2. The Director shall approve an Alternative Landscape Plan if it meets the purpose and intent of the landscaping standards in this Article. Allowable deviations from the standards of this Article include, but are not limited to the following:
   a. An adjustment to planting locations or reduction of up to 20% in the type or total number of required trees may be allowed when underground connections to public facilities or public utilities, or public easements or right-of-way, are located upon or near the parcel.
   b. A reduction in the count, spacing, or planting type standards by up to 20% may be allowed where the reduction is desirable in terms of protection of existing natural resources, better consistency with the goals of the Comprehensive Plan, or a site design that exceeds the quality of what would otherwise result under a strict application of the standards in the UDO.
   c. A reduction in the count, spacing, or planting type standards by up to 20% may be allowed where the reduction will help preserve or protect existing natural features such as wildlife habitat or unique ecosystem features.

3. The installation of required landscaping during redevelopment of existing nonconforming sites shall occur in accordance with *Article 2.3. Nonconformities.*

Sec. 6.7.3. ~~Installation & Selection of Plant Materials~~ General Landscaping Standards

A. Irrigation Systems

The installation of irrigation systems is strongly encouraged to ensure establishment and long-term survivability of plant material.

B. Placement

Except for street trees, landscape material shall not be planted or placed in rights-of-way or easements without permission from the City or the easement holder unless otherwise required by the UDO. Required landscaping shall be in landscape easements or designated common areas that are exclusive of utility or drainage easements. A tree canopy may project over a right-of-way or easement.

1. **Vision Clearance.** Landscape material exceeding three (3) feet in height shall be located outside of the vision clearance triangle as defined in *Article 6.20. Vision Clearance Standards*.
2. **Arrangement**
   a. Except for street trees, a natural or irregular row and spacing of trees is preferred. However, trees shall be planted no more than 20 feet apart. A plant list including a "living fence" category is included in the City of Fishers Approved List of Recommended Species. Plant material shall be installed within the buffer yard within the setback. On sites three (3) or more acres in area, buffer yard planting materials may be established outside the buffer yard if the Department working with the petitioner determines that a more flexible planting arrangement will better serve the intent of the buffering.
   b. A reasonable attempt to screen the most obnoxious, noise producing, unsightly, tallest, most intrusive or most visible parts of buildings on the subject property should be made.

C. Protection of Vegetation ~~Preservation and Replacement of Trees~~

Development of a property shall take reasonable measures to design and locate proposed buildings and related infrastructure in a manner that minimizes the destruction of trees. When wooded areas, tree rows or specimen trees are designated to be conserved or have been included in the commitments, the developer shall take the following measures:

1. Prior to the commencement of grading or construction, install highly visible (orange) construction fencing, or other approved identification method, at least three (3) feet outside the drip line of the trees to protect the trees during the entire duration of construction.
2. Avoid injuring roots when installing anchoring posts for fencing.
3. Post signs clearly identifying the plant protection zone.
4. Construction activities shall be prohibited within the tree protection zone, a three-foot minimum radius surrounding the dripline of the tree.
5. No equipment or supply storage, equipment movement, rest or picnicking area, or any land disturbing activities shall be allowed in the tree protection zone.

D. Recommended Species

Plant material shall be selected from the City of Fishers Approved List of Recommended Species. Proposals for additions and substitutions to the list may be submitted to the Department for approval as the list is intended to be a guide and is not inclusive of all appropriate selections available.

E. Invasive and Poor Characteristic Species

Species identified in Exhibit LA-B: Invasive and Poor Characteristic Species of the City of Fishers Approved List of Recommended Species shall be avoided and shall not be counted toward landscaping requirements for projects requesting any permit. Some species identified in Exhibit LA-B: Invasive and Poor Characteristic Species may be suitable for naturalizing in natural areas on a limited basis.

F. Minimum Size at Installation

Minimum sizes shall apply to plant materials throughout this Article.

1. **Deciduous Tree.** 2~~1~~½" caliper measured using standard nursery practices.
2. **Evergreen Tree.** Six (6) feet tall.
3. **Shrub.** Three-gallon container size or two (2) feet tall from the adjacent ground level. Ornamental grasses may be used to satisfy shrub planting requirements: however, all ornamental grasses must be at least two (2) feet tall from the adjacent ground level and have a mature height of at least three (3) feet. No more than 30% of the shrub planting requirement may be fulfilled by ornamental grass plantings.

G. Live Plantings

All plant material shall be living species. Dead, diseased or artificial plants shall not be recognized by the City as contributing to required landscaping.

H. Substitution

Whenever a requirement states evergreen trees are required, another type of tree may be approved by the Director if there is evidence that the planting area will be too wet for evergreen trees.

I. Landscape Installation Extension

Upon request, the Director may grant an extension of up to 180 days for the complete installation of landscaping materials due to seasonal or weather conditions which preclude the quality installation of plant materials. As a condition of the extension, the Director may require a performance bond, letter of credit, or other satisfactory assurance from the person requesting the extension.

J. Maintenance

Trees, vegetation, irrigation systems, fences, walls and other landscape material are essential elements of a project. The developer and/or landowner, and their successors in interest are responsible for the regular maintenance of all landscaping elements such that they are kept in good condition. Specifically:

1. All plant material shall be maintained alive, healthy, and free from disease and pests.
2. All landscaped areas shall be free of weeds, litter, graffiti, and similar signs of deferred maintenance.
3. All landscape structures such as fences and walls shall be repaired or replaced periodically to maintain a structurally sound condition.
4. The maintenance and routine care of plant material located within the rights-of-way shall be the responsibility of the adjacent property owners. For purposes of this Article, maintenance and care shall include but not be limited to pruning, watering, fertilizing, and mulching, or any item that would constitute a safety hazard to pedestrian or vehicular traffic.

K. Overlapping Requirements

If areas required to be landscaped by two or more provisions of the UDO overlap each other, the provision requiring the greater amount of planting in that area shall apply.

L. Existing Vegetation Credit and Bonus

1. If existing vegetation can meet the requirements of this Article, it may be credited towards meeting the requirements in this Article. Preserved vegetation shall meet the standards in subsections 6.7.3.D, 6.7.3.E, and 6.7.3.G.
2. Existing vegetation shall be credited towards required landscaping based on the following values:
   a. **Deciduous Trees**. A credit of one tree per every deciduous tree that measures at least four (4) inches DBH.
   b. **Evergreen Trees**. A credit of one tree per every evergreen tree that is at least eight (8) feet tall.
   c. **Shrubs**. A credit of one shrub per every existing qualified shrub.
   d. **Tree Canopy Coverage**. The existing tree canopy may be credited towards meeting the tree canopy coverage requirement. The trees included into the canopy coverage calculation shall be the existing trees that meet the standards of subsections 6.7.3.L.2.a or 6.7.3.L.2.b. The canopy coverage under the existing trees shall be surveyed and measured along the dripline of the trees.

M. Low Impact Development.

LID stormwater BMP may be incorporated into the design of the required landscaping provided the site conditions make LID feasible, and that the intent of the required landscaping is not compromised. LID landscaped areas shall meet the standards in this Article unless specifically exempt.

N. Species Variation.

1. **Trees**. When more than ten (10) trees are required on a site to meet these regulations, a mix of tree species shall be required with no one species of tree making up more than 30 % of the total number of trees.
2. **Shrubs**. When more than thirty (30) shrubs are required on a site to meet these regulations, a mix of shrub species shall be required with no one species of shrub making up more than 30 % of the total number of shrubs.

O. Ground Cover

1. Turf grass and other vegetative ground cover shall be used for all landscaped areas, except that parking lot islands smaller than 40 square feet, and areas within 6 inches of a building foundation may use

decorative mulch or stone.

2. Except as provided in Section 6.7.3.H.1, decorative mulch or stone shall not be used as groundcover except one foot beyond the dripline of shrubbery and shall be no more than six feet in diameter surrounding trees.

3. A different amount and placement of non-living ground cover like stone or gravel may be permitted by the Director as part of an approved LID landscaped area designed, installed and maintained in conformance with the Stormwater Technical Standards Manual.

P. Soil Condition and Planting Beds.

To ensure conditions for proper growth and survival of the plantings, the planting beds and strips shall meet the following standards:

1. All landscaping shall be planted in uncompacted soil at least 2 feet in depth.

2. All landscaped areas shall be protected from vehicular encroachment by curbs or wheel stops. Curbs may be provided with openings to accommodate surface collection of stormwater runoff in vegetated swales and detention facilities.

3. The minimum width of any planting area, bed, landscaped island and such to accommodate tree growth shall be:

   a. 3 feet for small trees.

   b. 5 feet for medium trees.

   c. 8 feet for large trees.

Sec. 6.7.4. ~~Buffer Yards~~ Tree Canopy Coverage

A. **Purpose.** The intent of this section is to retain or plant vegetative canopy of such trees, that when they reach maturity, they create a significant canopy over the city as a whole and provide shade at each individual development.

B. **Applicability.** Tree canopy standards apply to developments with over 25,000 square feet of finished floor in multi-family and non-residential zoning districts.

C. **Tree Canopy Coverage Requirements**

1. The minimum tree canopy coverage shall be provided as follows:

Table 6.7.4.A Required Tree Canopy Coverage	
District	**Canopy Coverage**
MF	25 % of the impervious areas on the lot.
C1, C2, C3	35 % of the impervious areas on the lot.
EN, I1	25 % of the impervious areas on the lot.
Overlay districts	The canopy coverage requirement of the base zoning district(s) shall apply.

	Table 6.7.4.B Canopy Coverage by Tree Size	
	Mature Spread Diameter, feet	**Canopy Size, square feet**
SMALL	15-20	200
	25-30	500
MEDIUM	35-45	1, 200
	50	1,500
	55-65	2,500
LARGE	70	3,500
	75-90	4,700
	95	6,000
	100 - >100	7,500

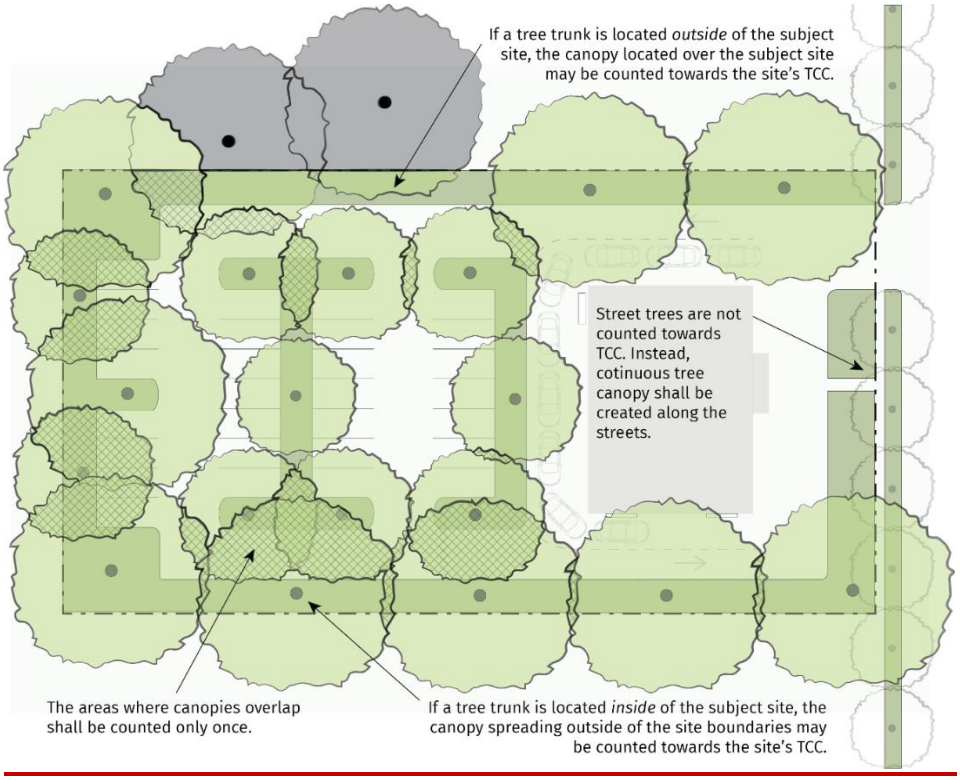


Figure 1. How to calculate Tree Canopy Coverage

2. **Computing Tree Canopy Coverage.**
   a. The canopy coverage by tree's maximum spread size is as presented in Table "Canopy Coverage by Tree Size".
   b. The areas where canopies overlap shall be counted only once towards the total canopy coverage.
   c. In any case where tree canopy exists underneath a larger tree canopy coverage, only the outermost perimeter of the combined canopy shall be included in the total amount of canopy.
   d. In any case where the trunk of the tree is located entirely, or partially within the boundaries of the subject site, any portion of the canopy area that falls outside the boundaries of the subject site shall nevertheless be included in the total amount of canopy, and the area of the existing site shall remain unchanged.
   e. In any case where the trunk of the tree is located entirely outside of the boundaries of the subject site, only the portion of the canopy area that falls inside the boundaries of the subject site shall be included in the total amount of canopy.
   f. When using the canopy of existing trees to satisfy the requirements of subsection (1) above, all development shall:
      1. Use the values contained in Table "Canopy Coverage by Trees" for every tree that may be credited towards meeting the requirements of this Article; or
      2. Clearly depict the total canopy coverage applicable to the subject site on a site survey or site plan as part of the Tree Canopy Plan.

D. **Substitutions**

The Director may permit the reduction of the tree canopy coverage by up to 50 % of the minimum required tree canopy area if the applicant provides an equivalent area of the improvements by using any of the following options, alone or in combination:

1. **Low Impact Development Stormwater Management**

   The development site may provide low impact development stormwater management by installing permanent infiltration or collection features (e.g., swale, culvert outfall, rainwater cistern) that meet the requirements of the Stormwater Technical Standards Manual.

2. **Light Colored Hardscaping**

The development site may incorporate light-colored hardscaping with a solar reflectance index (SRI) of 86 or greater. The SRI shall be calculated in accordance with ASTM E1980.

3. **Covered Parking.**

a. The development site may provide parking spaces under cover, and any roof used to shade, or cover parking shall either i) have a three-year aged SRI of at least 78 or ii) Be covered by energy generation systems, such as solar energy systems.

b. Parking calculations shall include all existing and new off-street parking spaces that are leased or owned by the project, including parking that is outside the project boundary but is used by the project. On-street parking in public rights-of-way is excluded from these calculations.

c. Parking spaces within a parking structure shall count toward meeting this standard.

4. **Solar Energy, Cool, or Vegetated Roof**

The development site may provide a roof meeting the standards in subsections (a), (b), (c) or (d) below. Roofs containing vegetation must follow landscaping standards pursuant to subsections 6.7.3.B Recommended Species, 6.7.3.C: Invasive and Poor Character Species, and 6.7.3.D.Live Plantings.

a. Solar Energy

Install an on-site solar energy system covering an area anywhere on the building(s), accessory structure(s) or lot, or an area equal to or greater than an amount required to provide 40 percent of estimated annual average electricity used in all primary buildings. Other renewable energy devices may be used in place of on-site solar panels so long as evidence of equivalent electricity generation capacity is provided.

b. Cool Roof

Install a cool roof using roofing materials that have an aged SRI equal to or greater than the values in 6.7.4.C. If aged SRI is not available, the roofing material shall have an initial SRI equal to or greater than the values in Table 6.7.4.C.

Table 6.7.4.C Minimum Solar Reflectance Index (SRI)			
	Slope	Initial SRI	Aged SRI
Low-sloped roof	< 2:12	82	64
Steep-sloped roof	> 2:12	39	32

c. Green Roof

Install a green roof. Use plant species from the "Recommended Plant List for Vegetated Roofs" of the Stormwater Technical Standards Manual. Use the vegetated roof materials from the "Recommended Materials" list and follow the design guidelines in the "Vegetated Roof" BMP Fact Sheet section of the Stormwater Technical Standards Manual.

d. Combination Roof

Install a combination solar energy, cool roof and/or green roof, with each portion meeting the applicable standards in subsections a, b, and c above, and together providing for a total area of the substituted tree canopy coverage.

Sec. 6.7.45. Buffer Yards

A. **Applicability**

The buffer yard standards only apply along the property lines (front, side, and rear) where conflicting/dissimilar uses or zoning districts meet. The width of the buffer yard is in addition to required setbacks. Existing mature vegetation shall be credited toward the requirements.

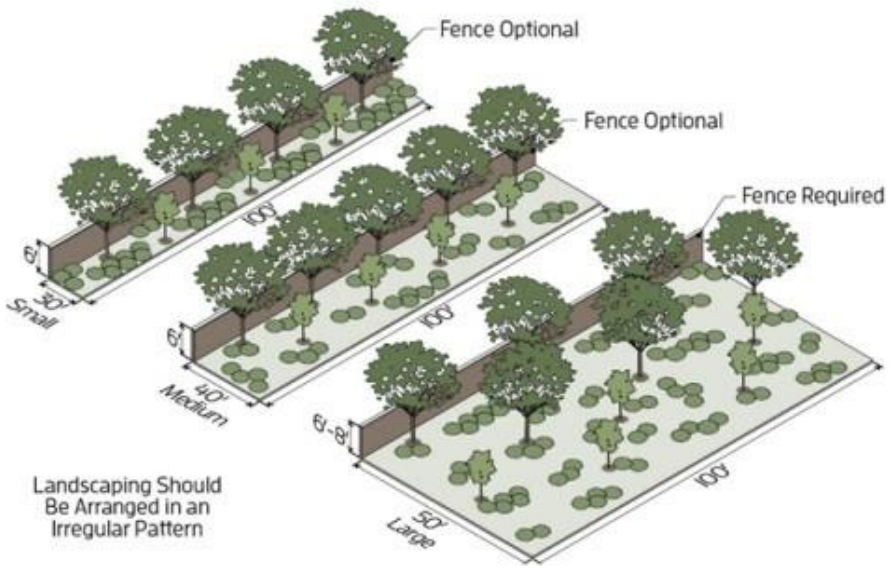
B. **Responsibility for Installation**

The property which is zoned for higher intensity uses is responsible for installing the buffer yard.

C. **Buffer Yard Types**

There are three types of buffer yards as described below. Minimum requirements for each type are set forth in the following table.

1. **Small.** A small buffer yard is required where single-family uses abut a multi-family, institutional, or office uses.
2. **Medium.** A medium-sized buffer yard is required where single-family, multi-family, or employment mixed use abuts commercial uses.
3. **Large.** A large-sized buffer yard is required where single-family, multi-family, mixed use, or commercial uses abut industrial uses.
4. **Infill.** A buffer yard is required when infill development abuts existing uses.



D. **Buffer Yard Standards**

Buffer Yards	Infill Development	Small	Medium	Large
Width (min)	10'	30'	40'	50'
Canopy Trees (min per every 100 feet of the buffer length) [1]	4 Canopy OR Evergreen Trees	5	4	6
Evergreen Trees (min per every 100 feet of the buffer length)		3	5	5

Tree Location	5-10' from property line	5-15' from property line	up to 25' from property line	Within 25' from property line
Shrubs (min per every 100 feet of the buffer length)	5	5	10	15
Undulating Mounds Height (min/max)	N/A	3' / 8'	4' / 8'	4' / 8'
Undulating Mounds Length (min)	N/A	Total 60% of the distance contiguous to the conflicting zoning district or use.		
Fencing	Permitted up to 6'	Permitted up to 6'	Permitted up to 6'	Required. 6' min / 8' max

1. Trees shall be prorated and rounded up to the nearest whole number for every foot over the initial 100 feet of contiguous boundary with the conflicting zoning district or use.

(Ord. 081919D, 08/19/2019; Ord. 011822, 02/21/2022)

Effective on: 8/19/2019

Sec. 6.7.~~5~~6. Lot & Foundation Plantings

A. Lot Plantings Defined

Lot plantings include parking lot perimeter landscaping, interior, terminal and median islands, and other landscaped areas that are not considered street trees or buffer yards. ~~shall comply with the following requirements:~~

Lot Planting	Lot Size			
	< 6,000 sf	6,000-15,000 sf	15,000-45,000 sf	> 45,000 sf
Total Trees (min)	1	2	3	3 + 1 per 15,000 sf of lot area over 45,000 sf
Tree Location	front yard or side yard within the lot	Within 10' of building line	-	-
Canopy Trees	-	-	1	1/3 of total trees

B. Lot Landscaping

1. Parking lot landscaping shall be designed and installed pursuant to Section 6.11.4.
2. The minimum number of trees provided on the lot shall be in the amount that helps achieve the required Tree Canopy Coverage for the entire development site pursuant to Section 6.7.4 and meet the requirements in Section 6.11.4.

C. Foundation Planting

The following foundation planting requirements apply to primary structures:

1. The foundation plantings shall be located within 20 feet of the foundation wall.
2. At least one (1) shrub and/or ornamental tree shall be planted for every 10 lineal feet of building circumference. Non-residential buildings may exclude the dock openings.
3. All lots shall have a minimum of four (4) shrubs planted along the foundation facing a street. Corner lots shall install four (4) shrubs per side facing a street.

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 6.7.~~6~~7. Street Trees

A. Street Trees

The following street tree requirements shall apply:

	Quantity	Maximum Distance Between Trees	Location
Interstate and State Highways	1 canopy or evergreen tree per 60 lineal feet of property contiguous to the highway	- 75'	Within 15' of the property line abutting the highway
Arterial and Collector Streets	1 canopy tree per 50 lineal feet of property that abuts a public right-of-way	~~75'~~60'	*Sec. 6.7.~~6~~7.C*
Local Streets – Single- family Lots	1 canopy tree per lot frontage	N/A	
Local Streets – Common Area	1 canopy per 40 lineal feet of property that abuts a public right-of-way	~~60'~~50'	

B. **Arterial, Collector, and Local Streets**

1. Trees along an arterial or collector street shall be planted in a planting strip between the curb and sidewalk. If a planting strip is not available, then the trees shall be planted within the outer 10 feet of right-of-way. If space is not available within the outer 10 feet of right-of-way, then the trees shall be planted on the abutting property within 10 feet of the right-of-way and may be credited toward applicable perimeter planting.

2. Trees along a local street ~~shall~~ may be planted in a front yard of the lot(s) ~~and not~~ or within the planting strip in the right-of-way.

C. **Minimum Distance from Sidewalk**

Trees shall be planted at least ~~10~~ 4 feet from a sidewalk.

D. **Vision Clearance**

Within 75 feet of an intersection, trees may be planted at the back of sidewalk to maintain site distances for traffic control signs. Low-branching species shall not be allowed within 75 feet of an intersection. Trees shall be located a minimum of 10 feet from a driveway cut or street light, and a minimum of three (3) feet from a fire hydrant. Also see *Article 6.20. Vision Clearance Standards*.

E. **Escrow**

When circumstances prevent the planting of street trees, the developer shall provide the City an itemized estimate, prepared by a certified arborist, a nurseryman, or a licensed landscape architect, of the cost of the required street trees and the labor to install the trees. The estimate shall be reviewed by the City and either accepted or adjusted. Once a figure for the acquisition and installation of the street trees has been finalized, the developer shall submit 110% of that amount to the City, which shall deposit the sum into an escrow account established by the City for funding street tree plantings. The funds submitted by the developer shall be used exclusively for installing the required street trees along the public street frontages adjacent to the subject property. If after two (2) years from the date of the submission of the escrow funds the City has not established the street tree improvements, the developer may apply to the City for a full refund of the escrow deposit amount.

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 6.7.8. Retention and Detention Facilities Landscaping

A. Defined. Retention and Detention Facilities landscaping is landscaping around the basin of a retention/detention facility including a combination of shrubs, trees, ornamental grasses, and emergent plant species that thrive in the littoral zone of these facilities.

B. Purpose. The intent of this section is to reduce soil erosion; provide additional stormwater management benefits; provide for an opportunity to create Salutogenic Amenity features; provide for an opportunity to add tree canopy; provide for an opportunity to increase natural biodiversity; and preserve and/or provide an ecologically functioning environment.

C. Applicability. These standards shall apply in any new development that includes construction of a detention/retention facility.

D. Design Requirements:

1. **Vegetation types.**

   a. Use plant species from the "Recommended Plant Lists for Best Management Practices" of the Stormwater Technical Standards Manual for the species best fitted for the conditions in the retention and detention basins.

   b. Existing native and non-invasive vegetation should be preserved where possible.

   c. Avoid plantings that will require routine or intensive chemical applications (i.e. turf area). Use low maintenance ground cover, native grasses and wildflowers as an alternative to turf.

2. **Location.**

   a. Vegetation shall be established around the entire perimeter of the facility on all side slopes primarily above the normal water line, provided it meets other requirements in this subsection and the

requirements in the Stormwater Technical Standards Manual.

b. Vegetation must not obstruct inlet/outlet structures and inflow/outflow piping area.

c. Vegetation must not block maintenance access pathways.

d. Vegetation should be placed in a manner that restricts pedestrian access to steep pools or slopes.

e. Trees, shrubs and upland plantings are to be located above the normal water line; emergent or wetland plantings are to be located below the proposed normal water line.

f. Trees shall not be within the basin area or on the slopes of the bank of a dry detention facility.

g. Trees or deep-rooted vegetation must not be planted in any easement with storm drainage pipe.

h. Trees or shrubs known to have long taproots should not be planted within the vicinity of an earthen dam or subsurface drainage facilities.

i. Trees, shrubs, and/or any type of woody vegetation is not allowed on structural embankments.

j. All emergency spillways should be stabilized with plant material that can withstand strong flows. Root material should be fibrous and substantial and lack a taproot.

k. Trees and shrubs shall be planted at least twenty-five (25) feet away from a principal spillway structure.

l. Trees and shrubs shall be planted at least fifteen (15) feet away from the tow of slope of a dam.

E. Maintenance.

1. **Signage**. Areas that were approved to have plantings that look like tall grasses (e.g., native grasses, native ground cover, prairie grasses) shall be protected from mowing by installing “No mow” signs by such areas. A sign plan shall be submitted with the ILP application showing a sign graphic and a sign plan.

2. **Covenants**. Applicant shall submit maintenance covenants for review with the applicable petition or permit. The covenant language shall indicate that the plantings around the detention/retention facilities shall be protected and maintained in perpetuity.

Sec. 6.7.8. Stormwater and Low Impact Development (LID) Landscaping

A. **General Standards.** In addition to meeting landscape requirements of this Article, vegetated site features designed using LID approaches shall follow applicable standards and guidelines of the Stormwater Technical Standards Manual.

B. **BMP Easement**. When landscaping is used as a Stormwater Best Management Practice (BMP), the BMP must be an exclusive “BMP Easement” to prevent damage from other utility work or encroachments and/or from the space becoming reallocated for other purposes and to ensure perpetuity of the BMP.

1. Such easement shall be located only in common areas.

2. Such easement shall be included into the BMP Maintenance Agreement recorded against the property and placed as a Certificate on the final plat if applicable.

3. BMP Easement Agreements or Certificates shall be cross referenced in any covenants and restrictions.

4. The content of the agreement and certificates should be guided by the Stormwater Technical Standards Manual and the City Attorney.

C. **Signage.** Where vegetated site features serving a stormwater management purpose are installed, signs must be installed indicating the area should not be mowed. A sign plan shall be submitted with the ILP application showing a sign graphic and a sign plan.

Article 6.9 ~~Non-Residential~~ Open Space ~~Standards~~

Contents:

Sec. 6.9.1. Purpose & Intent

Sec. 6.9.2. Minimum Open Space

Sec. 6.9.3. Open Space Standards

Sec. 6.9.1. Purpose & Intent

The purpose and intent of this Article is to establish standards that set and maintain a minimum level of open space within the City, particularly with new development. This Article is not intended to limit creativity but to provide options to meet open space standards.

(Ord. 012120C, 02/17/2020)

Effective on: 2/17/2020

Sec. 6.9.2. Minimum Open Space

A. The minimum open space required for each development shall be provided as described in the following table:

Minimum Open Space	
Zoning District and Development Type	**Minimum Open Space Required**
C1 & C2	5%
C3 & I1	10%
EN & PUD	~~15%~~ 20%

B. Open Space Allocation for Salutogenic Amenities.

1. Developments in C1, C2, and C3 Zoning Districts shall incorporate Salutogenic Amenities in the following way:

   a. At least 50 % of the minimum required open space shall be designed as a Salutogenic Amenity that has design features from at least two SA typologies, consistent with the Open Space Guide.

   b. All public and employee entrances shall abut or be within a 660-foot walking distance from a Salutogenic Amenity.

   c. One shaded seating area shall be provided for every 300 lineal feet of the Front Façade(s) of the building(s).

   d. The rest of the open space may be developed using other design features described in subsections 6.9.2.C. Office Development and 6.9.2.D Retail Commercial and Mixed-Use Development.

2. PUD developments shall incorporate Salutogenic Amenities in accordance with Section 8.4.6.

C. Office Development:

1. Open Space with public art, patio/seating areas, pedestrian plaza with benches, water feature, clock tower, or other such focal features.
2. A patio, pocket park, or plaza with outdoor seating areas and include pedestrian amenities to support these places as gathering areas.
3. Sidewalks, paths, or other pedestrian ways shall be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces.

D. Retail Commercial and Mixed-Use Development:

a. Open space with public art, outdoor playground areas, kiosk areas, water features, and patio seating areas shall be considered in the development scheme.
b. A patio, pocket park, or plaza with outdoor seating areas and include pedestrian amenities to support these places as gathering areas.
c. Open space may be located on a roof, balcony, or other area above ground level.
d. Sidewalks, paths, or other pedestrian ways shall be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces.

E. Industrial Development:

a. Industrial open space shall be provided through passive landscaping buffer areas and screening.
b. At least one Regular Salutogenic Amenity shall be provided per building.
   i. This amenity shall abut the building or be within a 660-walkable distance from the employee entrance(s).
   ii. The amenity shall be at least 5,000 square feet.
   iii. The amenity shall provide at least two (2) picnic tables. At least one table shall be ADA-accessible.

(Ord. 012120C, 02/17/2020)

Effective on: 2/17/2020

Sec. 6.9.3. Alternative Open Space Standards .

A. **Streetscape**

Site Planning shall be designed in a manner where the street, adjoining building, sidewalks, parking lots, open space, and pedestrian amenities are connected. The ~~roadsize~~ roadside zone (area between street or parking lot and the edge of the building) shall contain a variety of urban design elements, including but not limited to, plazas, seating areas, and other public uses as well as street furniture, street trees, and other landscape features, and public art.

~~B. **Open Space Allocation**~~

~~The following open space amenities shall be used to comply with the minimum percentage required for each development type:~~

1. ~~***Office Development:***~~

   a. ~~Open Space with public art, patio/seating areas, pedestrian plaza with benches, water feature, clock tower, or other such focal features.~~

   b. ~~A patio, pocket park, or plaza with outdoor seating areas and include pedestrian amenities to support these places as gathering areas.~~

   c. ~~Sidewalks, paths, or other pedestrian ways shall be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces.~~

2. ~~***Retail Commercial and Mixed-Use Development:***~~

   a. ~~Open space with public art, outdoor playground areas, kiosk areas, water features, and patio seating areas shall be considered in the development scheme.~~

   b. ~~A patio, pocket park, or plaza with outdoor seating areas and include pedestrian amenities to support these places as gathering areas.~~

   c. ~~Open space may be located on a roof, balcony, or other area above ground level.~~

   d. ~~Sidewalks, paths, or other pedestrian ways shall be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces.~~

3. ~~***Industrial Development:***~~

   a. ~~Industrial open space shall be provided through passive landscaping buffer areas and screening.~~

   b. ~~Industrial open space may be exempt from the streetscape and access requirements in this Article, as determined by the Director.~~

C. **Drainage Areas**

Detention and retention areas cannot be calculated towards the open space percentage requirement unless it is integrated into the overall open space design ~~such that the use provides a site design amenity~~ as a Salutogenic Amenity~~, as determined by the Director~~.

D. **Alternative Open Space Standard**

The developer may propose alternative forms of open space not specifically identified in this Article. Such proposals for alternative forms of open space shall be subject to approval per *Sec. 10.2.1 Administrative Alternative*.

E. **Public Art**

The Director may reduce the required open space percentage by 25% for non-residential and mixed- use developments that provide public art (visible from a public right-of-way) as part of the development. The cost and maintenance of any public art is the responsibility of the property owner(s) (see also *Article 6.15 Public Art Standards*). Any art commitment as part of this reduction must be recorded on title so that the art requirement remains a requirement in perpetuity.

F. **Payment-in-lieu**

If the Director determines there is ample open space in close proximity to a new development, open space requirements can be lowered in exchange for fees to be applied to the nearby regional park; with such fees to be standard fees established by resolution, from time to time, by City Council.

(Ord. 012120C, 02/17/2020)

Effective on: 2/17/2020

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 6. DEVELOPMENT STANDARDS

Article 6.11. Parking & Loading Standards

Contents:

Sec. 6.11.1. Purpose & Intent
Sec. 6.11.2. Applicability
Sec. 6.11.3. Parking Lot Design
Sec. 6.11.4. Parking Area Landscaping
Sec. 6.11.5. Required Parking
Sec. 6.11.6. Bicycle Parking
Sec. 6.11.7. Additional Parking Provisions
Sec. 6.11.8. Off-Street Parking Schedule
Sec. 6.11.9. Parking Reductions
Sec. 6.11.10. Off-Street Loading

Sec. 6.11.1. Purpose & Intent

~~The intent of this Article is to ensure the provision of safe off-street parking for development allowed by the UDO. The standards in this Article are intended to avoid requiring an over-supply of parking that poses economic and environmental impacts while ensuring off-street parking is provided to mitigate impacts to streets and neighborhoods. The standards in this Article apply to all zoning districts, including overlay zoning districts, unless otherwise specified in the UDO.~~

The intent of this Article is to accomplish the following goals:

A. To ensure the provision of safe off-street parking for development allowed by the UDO.

B. To ensure an appropriate minimum level of vehicle parking, loading, and storage to support a variety of land uses.

C. To provide appropriate site design standards to mitigate the impacts of parking lots on adjacent land uses and zoning districts.

D. To avoid requiring an over-supply of parking that poses economic and environmental impacts while ensuring off-street parking is provided to mitigate impacts to streets and neighborhoods.

E. To reduce the amount of impervious surface in the city through reduced parking minimum requirements, allowing the use of semi-pervious materials, tandem parking, multiple use reduction strategies, bicycle parking, and landscaping requirements, which will reduce the urban heat island effect and provide other environmental benefits.

F. To protect against unnecessary reductions in landscaped green space.

G. To encourage bicycle use as a mode of transportation by ensuring quick, convenient, and safe access to secure bicycle parking.

H. To ensure safe installation of Electric Vehicle Charging Stations and encourage provision of EVSE infrastructure at sites that will likely need to provide EVCS to ensure equitable access to EV charging in the future.

Sec. 6.11.2. Applicability

This section shall apply to off-street parking for all new development and changes in use or intensity of use for existing development, in all districts, including overlay zoning districts, unless otherwise specified in the UDO.

~~Off-street parking shall be provided for any new building constructed and for any new use established; for any addition or enlargement of an existing building or use; and for any change in the occupancy of any building or the way any use is conducted that would result in additional parking spaces being required, unless an equivalent substitute number of such spaces is provided and maintained conforming to the requirements of this Article, unless otherwise specified in the UDO.~~

A. **Compliance**. Compliance with the standards outlined in this Article shall be attained in the following circumstances:

1. Development of all new parking facilities, loading facilities, and driveways.
2. Improvements to existing parking facilities, loading facilities, and driveways, including reconfiguration, enlargement, removal or pulverization of an existing parking lot (excluding milling and paving), or the addition of curbs, walkways, fencing, or landscape installation.
3. Change in use, in accordance with Sec. 6.11.2.C
4. Change in the occupancy of any building or the way any use is conducted that would result in additional parking spaces being required, unless an equivalent substitute number of such spaces is provided and maintained conforming to the requirements of this Article, unless otherwise specified in the UDO.

B. **Damage or Destruction**. When a use that has been damaged or destroyed by fire, collapse, explosion, or other cause is reestablished, any associated off-street parking spaces or loading facilities must be reestablished based on the requirements of this article.

C. Parking Plan Required

Every application for development shall ensure that adequate off-street parking is provided for the uses or buildings contained in the application. Parking quantities and parking design and layout shall be provided with an applicable permit/petition application and approved through the Site Plan Review process. ~~Off-street parking must be provided to meet the parking demand without use of public streets, except as specifically allowed by this Article.~~

D. Minimum Required Parking

Unless specifically stated otherwise in the UDO, the minimum number of on-site parking spaces shall be as specified in *Sec. 6.11.5~~8~~. Off-Street Parking Schedule*.

E. Use Change

If the principal use changes, then the new principal use shall meet the requirements of this Article, except that if the use change results in an increase of less than 5% in the required number of parking spaces, or less than five (5) additional parking spaces, whichever is less, no additional parking spaces are required.

~~**F. Units of Measure**~~

~~The following standards of measurement shall apply to the calculation of the minimum required number of parking spaces. When units of measurement determining the minimum number of required parking spaces result in a fractional space, any fraction shall be considered as an additional required parking space.~~

~~**G. Gross Floor Area (GFA)**~~

~~Unless otherwise noted, gross floor area of all structures on the site shall be used to determine the~~

~~required number of off-street parking spaces.~~

Effective on: 7/20/2018

Sec. 6.11.3. Parking Lot Design

A. **Parking Surface**

1. **Paving.** All non-ADA parking surface area required in the UDO shall utilize concrete, asphalt, brick pavers, or the like. Only concrete shall be utilized for ADA-accessible parking spaces and access aisles. Under no circumstance shall gravel, stone, rock, dirt, sand or grass be permitted as parking areas.
2. **Exception.** Parcels one (1) acre or more in area that are not part of a platted subdivision and are being used solely for single-family dwelling may utilize a gravel driveway for parking, so long as a concrete apron is provided between the street and the right-of-way line.
3. **Pervious Surface.** Parking of motor vehicles is not permitted on lawns or other pervious-surfaced areas on a lot.
4. **Semi-Pervious Surface**. Parking surface areas may use semi-pervious materials with the approval of the City's Engineering Department Director.

B. **Location of Parking**

1. Parking lots may project into the minimum setbacks, Setbacks are measured from the edge of the existing or proposed right-of-way as specified in the Thoroughfare Plan, whichever is greater. ~~except when the required side yard abuts an adjoining perimeter property~~ .
2. Parking lots shall not project into or interfere with any landscape easement or buffer yard except as permitted in this Article.
3. If a landscape easement or buffer yard is not present, a parking lot shall not be installed within 10 feet of a side lot line or within 20 feet of a front or rear lot line, except when the parking lot is used as a shared parking lot as outlined in *Sec. 6.11.7.A. Shared Parking*.
4. Parking areas shall be designed to prevent vehicles from maneuvering in the public right-of-way.
5. Businesses that keep automobiles or other motor vehicles in stock on the subject property shall clearly differentiate between parking areas for such stock and parking for employees and customers using either clearly posted signage or differentiation in parking lot striping. Areas for customer and employee parking shall not be used for the storage of automobiles or other motor vehicles for sale.

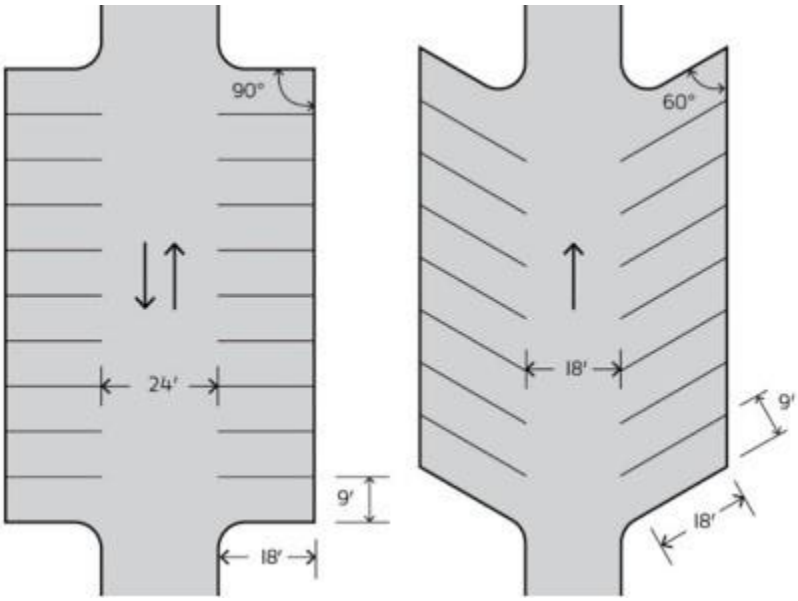
C. **Parking Space Dimension**

1. **Minimum Width.** Each parking space shall be a minimum of nine (9) feet wide.
2. **Minimum Length.**
   a. Standard: Each parking space shall be a minimum of 18 feet long.
   b. Adjacent to Landscape Areas: The minimum length of a parking space may be reduced to 16 feet if the parking space butts into a landscape area such that a car's front end may project into the landscape area.
   c. Adjacent to Sidewalks: The minimum length of a parking space may be reduced to 16 feet if the parking space butts into a sidewalk such that a car's front end may project over the sidewalk. If a car projects over a sidewalk, the sidewalk shall be two (2) feet wider than the required width. Under no circumstance shall a sidewalk have less than four (4) feet of clear area for pedestrians to pass when a vehicle's front end is projecting over part of the sidewalk; however, under no circumstance shall an off-street parking space overhang into a public or private street right-of-way.

D. **Parking Aisle**

1. **Minimum widths**. Minimum parking aisle widths shall be as follows:

a. 90º Angle Space: 24-foot wide parking aisle for one- or two-way traffic.
b. 60º Angle Space: 18-foot wide parking aisle for one-way traffic.
c. 45º Angle Space: 14-foot wide parking aisle for one-way traffic.
d. All other parking aisle widths shall be determined by the Director.



2. **Outlet Required**: All parking aisles shall have an outlet or turn around. Dead-end parking aisles are prohibited.

E. **Striping and Maintenance**

1. **Parking for the Disabled.** All parking spaces required by ADA standards shall be striped and have vertical signs. These stripes and vertical signs shall be maintained in clearly visible condition.
2. **Parking Lot Striping.** Parking spaces in parking lots shall be striped to clearly show each parking space. These stripes shall be maintained in clearly visible condition.
3. **Drainage.** Parking areas shall be constructed and maintained to allow proper drainage.

F. **Parking Lot Connectivity**

1. **Requirement.** Where a parcel abuts one or more parcels that are also zoned for commercial use (including Planned Unit Development zoning districts that allow commercial development), parking spaces, parking aisles and driving lanes shall be laid out in a manner that will allow for the connection of the parking areas on the abutting parcels.
2. **Cross-access Easements.**
   a. Where parking lots connect, or are laid out to be connected, a cross-access easement shall be established in accordance with the requirements of *Sec. 10.2.11 Easements*.
   b. Cross-access easements shall not be less than 20 feet in width and shall not exceed 30 feet in width.

G. **Cart Corrals**

Cart corrals are required for all retail businesses and retail shopping centers with more than 30,000 square feet of retail space, and that provide shopping carts to their customers. Said cart corrals shall be made of permanent materials, be able to accommodate at least 50% of the fleet of shopping carts available, and any single unit shall not be any larger than 10 feet by 36 feet in area.

H. **Institutional Uses**

The portion of an institutional use's parking lot used for bus circulation and staging is not required to install

the landscape bump-outs and/or islands required in *Sec. 6.11.4. Parking Area Landscaping.*

I. **Over-sized Vehicle Parking**

Any vehicle which cannot be parked in a single parking space shall be parked in an over-sized vehicle space. All sites shall provide over-sized parking spaces in their side and/or rear yards sufficient to the amount of over-sized vehicles that will utilize their site on a normal basis. If the site of the side or rear yards or other site constraints do not allow for the over-sized spaces to be located there, the space may be in an established front yard; however, it may not be permitted in the parking row closest to the public right-of-way.

J. **Parking Structures**

Parking structures are encouraged when a use or mix of uses, to be developed as a comprehensive proposal, is proposed that requires at least 300 parking spaces.

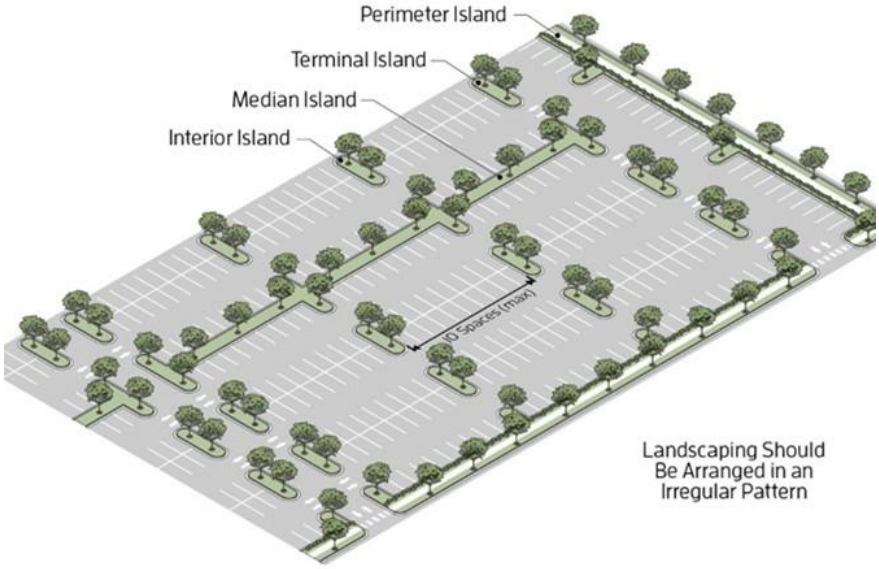
(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 6.11.4. Parking Area Landscaping

A. Intent

1. The intent of the vehicle parking lot landscaping requirements is to minimize the visual impact of large areas of vehicular parking as viewed from the public right-of-way and dissipate the effects of the urban heat island.
2. A well-designed parking lot utilizes landscaped islands and clear delineations to break the parking lot into smaller segments.
3. Tree and shrub plantings should not interfere with the pedestrian circulation on the site.
4. The Department may require a graphic depiction (perspective sketch or elevation) of the parking lot or structure landscaping as seen from the street.



B. Applicability

1. This section applies to all on-site surface parking areas with more than 10 spaces. For purposes of this section, multiple platted lots contained on a single site plan and any separate parking areas connected with drive aisles are considered a single parking area.
2. At least two (2) shade trees must be planted in each surface parking area with 10 spaces or less.

C. Perimeter Plantings ~~Islands~~

1. Perimeter Plantings shall be provided along all parking lot edges adjacent to, or abutting, public streets, private streets, front yards, or residential uses/zones. A landscape perimeter island shall be provided along primary internal access drives.
2. Perimeter Plantings ~~A landscaped perimeter island~~ must be a minimum of five (5) feet wide, landscaped with shrubs installed at a rate of 30 shrubs per 100 linear feet that under typical conditions can be expected to reach a height and spread of three (3) feet within three (3) years of planting; and 2 trees per 100 linear feet. All shrubs shall be a minimum of 18 inches tall when planted. In lieu of planting a hedge, a wall at least three (3) feet in height may be installed.
3. A perimeter island may also serve as the location for a sidewalk connecting the use and the street. In such case, the sidewalk shall be a minimum of six (6) feet wide.

D. Interior Islands

1. A landscaped interior island must be provided every 10 parking spaces. Interior islands must be distributed evenly throughout the parking area.
2. An interior island must be a minimum of 8 feet in width and be a minimum of 300 square feet in area.
3. All rows of parking must terminate with a landscaped interior terminal island. No more than 30 parking spaces may be located between terminal islands.
4. Interior islands may be consolidated or intervals may be expanded to preserve existing trees.

E. Median Islands

1. A landscape median island must be provided between every six (6) single parking rows.
2. A landscape median island must be a minimum of six (6) feet wide.
3. A median island may also serve as the location for a sidewalk connecting the parking and the use served by the parking area. The sidewalk must be a minimum of six (6) feet wide. If trees or shrubs are planted in the median, the median width must be expanded by at least five (5) feet.
4. Median islands may be consolidated or intervals may be expanded to preserve existing trees.

F. Required Tree ~~Coverage~~ Quantities

1. Each interior island (and terminal interior island) must include at least one (1) shade tree.
2. In no case shall there be less than two (2) shade trees for every 2,000 square feet of parking area.

G. Parking Structure Perimeter Landscaping

1. Parking structures shall have a minimum of a 10-foot-wide planting area along any elevation that faces a public space, common area, open space, mixed-use, residential, public street, or private through street. That planting area shall include one (1) shrub per four (4) lineal feet and one (1) tree per 15 lineal feet of applicable building perimeter. Plant material may be clustered.
2. Parking structures shall have a minimum of an eight (8) foot wide planting bed along any other elevation. That planting bed shall include grouped shrubbery to provide a more Pedestrian Scale to abutting pedestrian ways and trees provided at a ratio of one (1) tree per 20 lineal feet of applicable building perimeter.
3. Trellises intended for vines and other plants are encouraged to be used along large blank walls.
4. All plantings shall feature a mix of deciduous and evergreen species. Tree plantings shall be

predominately of a species that grows to a height that effectively screens the parking areas. In addition, the minimum size at planting for all trees shall be: eight (8) feet tall for evergreens and two-inch (2") caliper measured using standard nursery practices for deciduous trees.

H. Administrative Alternate Findings

The Director in accordance with *Sec. 10.2.1 Administrative Alternate* may approve an administrative alternate subject to all the following findings:

1. The approved administrative alternate meets the intent of the vehicle parking lot regulations;
2. The approved administrative alternate conforms with the Comprehensive Plan and adopted City plans; and
3. The approved administrative alternate is considered equal or better to the standard.

Effective on: 7/20/2018

Sec. 6.11.5. Required Parking

A. **Parking Requirements by Use (Off-Street Parking Schedule)**

A development shall provide the minimum number of required parking spaces according to the Off-Street Parking Schedule in Table 6.11.8.

B. **Determining Parking Requirements for Unknown Uses.** If a use is not clearly listed in *Sec. 6.11.8. Off-Street Parking Schedule*, the Director shall determine into which land use the proposed development best fits, therefore determining the minimum parking spaces required. The last edition of the ITE, Parking Generation: Summary of Parking Occupancy Data may also be used as a guide for determining the appropriate number of parking spaces in the event a use is not listed in *Sec. 6.11.8. Off- Street Parking Schedule*. For uses located within the Nickel Plate District, refer to the Nickel Plate District Code.

C. **Bicycle Parking**. The minimum number of required bicycle parking spaces shall follow the requirements in Sec. 6.11.6.

D. **Electric Vehicle Charging Stations**. The minimum number of required EV charging stations shall follow the requirements in Sec. 6.11.11.

1. If a use is not clearly listed in *Sec. 6.11.8. Off-Street Parking Schedule*, the Director shall determine into which land use the proposed development best fits, therefore determining the minimum parking spaces required. The last edition of the ITE, Parking Generation: Summary of Parking Occupancy Data may also be used as a guide for determining the appropriate number of parking spaces in the event a use is not listed in *Sec. 6.11.8. Off- Street Parking Schedule*. For uses located within the Nickel Plate District, refer to the Nickel Plate District Code.

2. **Multiple Uses on a Lot**. When there are multiple uses on a lot, required spaces shall be calculated as an amount equal to the total requirements for all uses on the lot, unless the uses qualify for shared, cooperative, or other credits to reduced parking (see Sec. 6.11.7.A).

3. **Parking Space Designations**. ADA, EVCS, Drive-through stacking spaces may be counted toward the total number of required parking spaces.

4. **Distinction between Parking and Loading Areas**. Required off-street loading and unloading spaces shall not be construed as being part of the required off-street parking spaces.

E. **ADA-Accessible Required Parking.**

1. **Intent.** The City of Fishers encourages all development that serves the public to provide facilities that are accessible to people with disabilities as defined by this Ordinance and the Americans with Disabilities Act (ADA) of 1990. In accordance with this goal and pursuant to the ADA, accessible parking shall be provided by any building or use initiated after the effective date of this Ordinance

according to the following minimum requirements and any further requirements hereafter adopted by federal, state, or local law.

2. **Required Number.** The minimum required number of accessible parking spaces shall be provided according to Table 6.11.5.A.

3. **Calculating Required Accessible Spaces**. The required number of accessible parking spaces shall be calculated prior to any applied reduction in parking requirements otherwise approved by the Director or provided pursuant to Section 6.11.8.

4. **Location**.

    a. Accessible parking spaces must be located on the shortest accessible route to an accessible entrance, relative to other spaces in the same parking facility.

    b. Where parking serves multiple entrances to a facility, accessible spaces must be dispersed among accessible entrances.

5. **Design and Layout of Accessible Parking Areas**

    a. **Access Aisles**.

        1. Every accessible parking space shall have access to an access aisle.

        2. Two accessible parking spaces may share one access aisle if the parking spaces are designed at 90-degree angle. If the parking spaces are angled less than 90 degrees, or otherwise restrict entry into the space to one direction only, then every accessible space shall have its own accessible aisle.

        3. Access aisles shall measure at least sixty (60) inches in width when adjacent to a standard accessible space and at least ninety-six (96) inches in width when adjacent to a van accessible space.

        4. For each access aisle which is eight (8) feet or wider, bollards shall be placed at the driveway end of the aisle to prevent vehicles from parking in the aisle illegally.

    b. **Accessible Routes**. Each access aisle shall abut an accessible route to the building entrance. The minimum width of said accessible route shall be three (3) feet.

    c. **Maximum Slope**. Accessible parking spaces, access aisles, and accessible routes shall not exceed a slope of 1:48, and the ramp from the access aisle to the sidewalk or other transition to the principal use shall not exceed a slope of 1:12.

6. **Signage And Marking**

    a. All accessible spaces shall be identified by the International Symbol of Accessibility. In addition to the International Symbol of Accessibility sign, van-accessible signs shall include "Van Accessible" on the sign.

    b. Signs shall be placed a minimum of sixty (60) inches above ground level measured from grade to the bottom of the sign so that the sign is visible to the vehicle when it's parking.

B. Excessive Parking

A parking lot that exceeds the minimum parking space requirements (listed in *Sec. 6.11.8. Off-Street Parking Schedule*) by more than 10% shall also:

1. Increase the number of landscape bump-outs (in single-aisle parking lots) or landscape bump-outs and islands (in multiple-aisle parking lots) required in *Sec. 6.11.4. Parking Area Landscaping* by the same percentage. [Example: If the number of parking spaces is increased by 30%, then the number of landscape islands and/or bump-outs shall be increased by 30%].

2. Each additional landscape island or bump-out shall be installed according to the requirements of *Sec. 6.11.4. Parking Area Landscaping*.

Table 6.11.5.A Minimum Number of Accessible Parking Spaces			
Provided total parking spaces per development	**A: Standard Space**	**B: Van Space**	**C: Total Spaces (Standard + Van)**
1-25	0	1	1
26-50	1	1	2
51-75	2	1	3
76-100	3	1	4
101-150	4	1	5
151-200	5	1	6
201-300	5	2	7
301-400	6	2	8
401-500	7	2	9
501-1000	= 80 % of Column C	Column C – Column A	2 % of total provided parking spaces
1001+	= 80 % of Column C	Column C – Column A	20, plus 1 for each 100 spaces over 1,000

Effective on: 7/20/2018

Sec. 6.11.6. Bicycle Parking

A. **Minimum Number of Spaces**

A minimum of one (1) bicycle parking space shall be provided per 30 vehicle parking spaces required. No more than 15 bicycle parking spaces shall be required for any primary structure.

B. **Proximity to Primary Structure**

The bicycle parking spaces shall be near the main entryway into the primary structure or be located inside the primary structure.

C. **Bike Rack Requirement**

A bike rack shall be installed to secure the bicycles. One (1) rack shall count as two (2) bicycle parking spaces.

D. **Pedestrian Ways**

Bicycle parking areas shall be designed such that when fully occupied, the bicycles, including trailers, shall not obstruct an adjacent sidewalk, path, or other pedestrian way.

E. **Exception**

The Director may waive this requirement if it is determined that bicycle facilities do not support the specific use or location of the property.

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 6.11.7. Additional Parking Provisions

A. **Shared Parking**

A group of adjacent properties may provide a shared parking area if all the following criteria are met:

1. **Minimum Number of Parking Spaces Required.** The shared lot shall provide at least 80% of the cumulative total of parking spaces required for each use
2. **Administrative Approval.** The Director approves the shared parking area.
3. **Reciprocal Parking Agreement.** A written reciprocal parking agreement signed by all property owners involved is required and shall include provisions concerning at least the following items: maintenance, snow removal, ownership, and liability and shall be recorded in the County Recorder's office. The agreement may be reviewed and approved by the City Attorney. A copy of the recorded agreement shall also be submitted to and kept in the Department office.

B. **Stacking Spaces**

In accordance with Sec. 6.11.12. Drive-Through Design Standards. ~~The following uses shall provide adequate stacking lane space to accommodate the number of vehicles per lane specified in the following chart:~~

~~Bank~~	~~4~~
~~Car wash, automated~~	~~3~~
~~Car wash, full-service~~	~~6~~
~~Car wash, self-service~~	~~3~~
~~Dry cleaner~~	~~3~~
~~Fast food/quick service~~	~~7~~
~~Pick-up windows~~	~~5~~

C. **Tandem Spaces**

1. Tandem parking is allowed for single-unit, two-unit and multi-unit living.
2. Two parking spaces in tandem must have a combined minimum dimension of nine (9) feet wide by 36 feet long.
3. Both parking spaces in tandem must be assigned to the same dwelling unit.
4. Tandem parking may not be used to provide guest parking.

D. **Valet Parking**

Valet parking may be permitted as a means of satisfying the parking requirements where all the following standards have been met:

1. An attendant is provided to park vehicles during all business hours of the use utilizing the valet parking.
2. An equivalent number of valet spaces are available to replace the number required on-site parking spaces.
3. Valet spaces do not require individual striping and may consider the mass parking of vehicles.

E. **Reserved Parking**

Parking spaces may be reserved for a specific tenant or unit, provided that the following standards are not exceeded.

1. **Residential.**
   a. One (1) space per efficiency or 1-bedroom multi-living dwelling unit.
   b. Two (2) spaces per two-bedroom or greater multi-living dwelling unit.
2. **Non-residential.**

   No more than 1/3 of the total provided spaces may be reserved.

F. **Electrical Vehicle Parking**

In accordance with Sec.6.11.11 Electric Vehicle Charging. ~~In multi-family developments, one (1) Electric Vehicle (EV) power source shall be provided for every 50 required parking spaces.~~

Effective on: 7/20/2018

Sec. 6.11.8. Off-Street Parking Schedule

PROPOSED 6.11.8. Off-Street Parking Schedule	
DU = dwelling unit, GFA = gross floor area, sf = square feet	
Use Category	**Minimum Stalls Required**
RESIDENTIAL	-
Household Living	-
Single-unit living	2 spaces per DU
Two-unit living	1.5 spaces per DU
Multi-unit living:	-
Triplex, fourplex	1 space per DU
Studio - 1-bedroom DU	1 space per DU
2-bedrooms DU	1.5 spaces per DU
3 and more bedrooms DU	2 spaces per DU
Cottage court	1 per DU
Manufactured home development	1 per DU
Mobile home	1 per DU
Group Home Living	-
Group home	1 per 8 beds design capacity
Nursing home	1 per 8 beds design capacity

Special care facility	-
Residential facility for the developmentally disabled	1 per 8 beds design capacity
Residential facility for the mentally ill	1 per 8 beds design capacity
Senior Living	-
Senior Living Community	1 spaces per DU
Assisted Living	1 per 3 assisted living rooms and/or nursing rooms
Independent Living	1 spaces per DU
Nursing Home	1 per 3 rooms and/or nursing rooms
PUBLIC & INSTITUTIONAL	-
CIVIC	-
Cemetery	1 space per 50 gravesites + the parking requirement for an assembly if an indoor chapel / mausoleum provided.
Crematory	5 visitor spaces + 1 per 1,000 sf GFA
Drug or alcohol rehabilitation clinic	1 space per 8 client capacity
Facility for developmentally disabled or mentally ill	1 space per 8 client capacity
Library	1 space per 1,000 sf of GFA
Mortuaries or funeral home	5 spaces + 10 spaces per 1,000 sf of the largest assembly space
Place of Worship	10 spaces per 1,000 sf of the largest assembly space
Police, fire or rescue station	1 per employee
Recycling center	1 per collection bin + 1 per employee on the largest shift
Water/sewage treatment plant	1 visitor space per 5 employees + 1 space per employee on the largest shift
EDUCATIONAL FACILITIES	-
School, Preschool through Kindergarten	2 per classroom + 2 spaces per 1,000 sf GFA of administrative office space
School, Elementary and Middle School	1 per classroom + 2 spaces per 1,000 sf GFA of administrative office space
School, High School	1 per classroom + 2 spaces per 1,000 sf GFA of administrative office space + 1 per 10 high school student enrollment capacity
School, Trade/Business	1 per classroom + 1 space per 1,000 sf GFA of administrative office space
HEALTHCARE FACILITIES	-
Hospital	1 per 3 patient beds at design capacity
Medical office/clinic	3 per 1,000 sf of GFA
PARKS & OPEN SPACE	-
Open Space and Greenway	No parking required
Outdoor Living History Museum	Per Sec. 5.3.2.B
Parks below 2 acres	No parking required
Parks above 2 acres	2 spaces per 1 acre of the park
UTILITIES AND COMMUNICATION	-
Minor utilities	1 space per facility
Major utilities	1 space per facility
Telecommunication tower	1 space per facility
Micro (small cell) tower	1 space per facility
Wind turbines	1 space per facility
COMMERCIAL & INDUSTRIAL USES	-
Child Care	-
Child care center	2 per classroom + 2 spaces per 1,000 sf GFA of administrative office space
Child care ministry	2 per classroom + 2 spaces per 1,000 sf GFA of administrative office space. If existing parking spaces at a Place of Worship already meet this requirement, no additional parking spaces need to be provided.
Child care home	Same as home occupation parking requirements
Entertainment, Fitness and Recreation	-
Indoor	-
Adult entertainment establishment	3 spaces per 1,000 sf GFA
Bowling alley	2 spaces per lane
Community Center	2 spaces per 1,000 sf GFA
Conference center, event venue, banquet hall	4 spaces per 1,000 sf of assembly area
Fitness Center	2 spaces per 1,000 sf GFA
Golf Clubhouse	1 space per 1,000 sf GFA
Sports arena, indoor stadium	1 space per 20 seats
Studios, martial arts/dance/gymnastics/etc.	1 space per 1,000 sf GFA
Swimming pool, commercial or community	4 spaces per 1,000 sf of the swimming pool area
Theater, indoor	10 spaces per 1,000 sf of all seating areas
Other indoor assembly areas	1 space per 1,000 sf GFA
Outdoor	-
Commercial Court, tennis/basketball	2 per court
Golf Course	1 space per golf hole
Stadium	1 space per 20 seats
Swimming pool, commercial or community	4 spaces per 1,000 sf of the swimming pool area
Theater, outdoor	200 spaces maximum

Outdoor recreation & entertainment (excludes parks)	1.5 spaces per 10,000 sf of outdoor recreation / entertainment area
Food & Drink Establishments	-
Bar, tavern, lounge	4 spaces per 1,000 sf GFA
Brewery, distilery, or winery	Indoor tasting/seating area: 3 spaces per 1,000 sf GFA Outdoor tasting/seating area: 1.5 spaces per 1,000 sf of outdoor seating area.
Eating establishments (restaurants, fast-food, coffee shops, etc.)	Indoor seating area: 3 spaces per 1,000 sf GFA Outdoor seating area: 1.5 spaces per 1,000 sf of outdoor seating area.
Manufacturing, Research and Development	-
Light industrial	1.5 spaces per 1,000 sf GFA of administrative office area.
Light manufacturing	1.5 spaces per 1,000 sf GFA of administrative office area.
Research & Development	1.5 spaces per 1,000 sf GFA of administrative office area.
Lodging	-
Bed and Breakfast	1 per guest room plus 1 per employee
Hotel, Motel	0.5 per guest room
Short-term rentals, owner-occupied	No additional parking
Short-term rentals, not owner-occupied	No additional parking
Office	-
Office: business, professional, or government (includes post office).	1.5 spaces per 1,000 sf GFA
Personal Services	-
Personal Services	3 spaces per 1,000 sf GFA
Retail Sales	-
All retail uses, indoor	3 spaces per 1,000 sf for the first 5,000 sf GFA + 2 spaces per 1,000 sf for GFA between 5-25k + 1 space per 1,000 sf for GFA beyond 25,000 sf
All retail uses, outdoor display	0.5 spaces per 1,000 sf of outdoor display area
Vehicle-Related Operations	-
Car wash	1 space per 1,000 sf of GFA of indoor sales/office area
Electric Vehicle Charging Station	No additional parking
Electric Vehicle Charging Facility	No additional parking
Vehicle fuel sales	2 spaces per 1,000 sf GFA of convenience/gas store
Vehicle repair (minor. major)	1 space per 1,000 sf of GFA
Vehicle sales/rentals	0.5 spaces per 1,000 sf of GFA
Warehousing and Storage	-
Self-service storage	1 space per 1,000 sf of GFA of indoor sales/office area
Warehouse & distribution	1.5 spaces per 1,000 sf GFA of administrative office area.
Wholesale trade	1.5 spaces per 1,000 sf GFA of administrative office area.
AGRICULTURAL & ANIMAL USES	-
Beekeeping	No additional parking
Community garden	No additional parking
Domestic Pets	No additional parking
Domestic Farm Animals	No additional parking
Kennel	1 space per 1,000 sf GFA
Pet Grooming	1 space per 1,000 sf GFA
Plant nursery	1 space per 1,000 sf GFA of retail sales space
Produce stand	Per Sec. 5.8.2.C.2
Urban farm	No additional parking
Veterinary Clinic	2 spaces per 1,000 sf GFA
Other agricultural uses as defined in this UDO	No additional parking
ACCESSORY USES	-
Accessory uses, general	-
Caretaker's residence	1 space per DU
Drive-through	No additional parking
Home Occupation	Additional parking may be required depending on the type of Home Occupation.
Outdoor Dining	See parking requirements under "Food Establishment" category.
Recreational Use related to a Residential Development	See parking requirements under "Entertainment, Fitness, & Recreation" category.
Residential Accessory Service	No additional parking
TEMPORARY USES	-
Temporary uses, general	-
Construction Trailer	No additional parking
Event Tents	No additional parking
Garage/Yard Sale	No additional parking
Institutional	No additional parking
Sales Office for Model Home	Per Sec. 5.8.2.C
Special Event	Per this table based on the use(s) and occupancy most applicable to the event.
Temporary off-street parking	No additional parking
Temporary trash receptacle	No additional parking
Temporary storage unit (POD)	No additional parking

6.11.8. Off-Street Parking Schedule	
Use Category	Minimum Stalls Required
Residential Uses	
Assisted living facility and home	1 per 4 beds; plus 1 per employee for the largest shift
Bed and breakfast	1 per bedroom
Children's homes/orphanage	1 per 15 children + 1 per employee for the largest shift
Fair housing facility	1 per 4 people living in the facility
Group home	1 per 6 people living in the facility
Household living, as listed below:	-
Single-unit and two-unit living	2 per unit
Multi-unit living: 0 - 1 bedroom Multi-unit living: 2 bedrooms Multi-unit living: 3 bedrooms Multi-unit living: 4 bedrooms Multi-unit living: 5+ bedrooms	1 space per unit + 1 space per 10 units for visitors 2 spaces per unit + 1 space per 10 units for visitors 3 spaces per unit + 1 space per 10 units for visitors 4 spaces per unit + 1 space per 10 units for visitors 4.5 spaces per unit + 1 space per 10 units for visitors
Manufactured home development	2 per unit
Nursing and convalescent home	1 per 4 beds + 1 per employee for the largest shift
Recreational or amenity facility	1 per 300 square feet + 1 per 250 sf of water surface area of a pool+ plus 1 per employee of the largest shift
Retirement community	1 per non-assisted living room + 1 per 3 assisted living rooms and/or nursing rooms + 1 visitor per 8 rooms + 1 per employee
Public & Institutional	
Above ground utility facilities	1 per facility
Airport and heliport	1 per 2 emplaning passengers
Cemetery	1 per 50 gravesites
Crematory	5 visitor spaces + 1 per employee for the largest shift
Drug or alcohol rehabilitation clinic	2 spaces per 3 client capacity
Facility for developmentally disabled or mentally ill	1 space per 3 client capacity + 1 per employee for the largest shift
Government office	1 space per 500 gross sf or 1 per 2 seats in the largest assembly space capacity, whichever results in the largest number
Hospital	2 per 1 bed
Libraries	1 per 3 people
Mortuaries or funeral home	5 + 250 sf of usable and accessible paved parking area for every 25 sf of assembly room floor area
Places of worship	3 per 7 seats
Police, fire or rescue station	1 per employee
Post office	1 per 150 sf accessible to the public + 1 per employee for the largest shift
Recycling center	1 per collection bin + 1 per employee for the largest shift
School (P-12)	3 per elementary or junior high classroom + 1 per 10 high school student enrollment capacity + 1 per 4 seats in the largest assembly space + 1 per teacher and administrator
School, trade or business	1 per teacher, staff and administrator
Water/sewage treatment plant	1 visitor space per 5 employees + 1 space per employee on the largest shift
Retail, Service, Entertainment &Office Use	
Appliance stores	2 per 1,000 sf
Bank machines, ATM (walk-up)	2 per ATM
Bowling alley	4 per lane

~~6.11.8. Off-Street Parking Schedule~~	
~~Use Category~~	~~Minimum Stalls Required~~
~~Coffee shop~~	~~1 per 2 seats~~
~~Drugstores~~	~~3 per 1,000 sf~~
~~Financial institutions and savings and loan offices~~	~~2 per 1,000 sf~~
~~Furniture stores~~	~~2 per 1,000 sf~~
~~Plant nursery with outdoor sales and display[5]~~	~~2.5 per 1,000 sf of gross building area excluding greenhouse area~~
~~Grocery stores~~	~~3 per 1,000 sf~~
~~Health spas~~	~~3 per spa suite~~
~~Hotel/motel~~	~~1 per guest unit + 1 per employee for the largest shift~~
~~Integrated center~~	~~1 per 250 sf~~
~~Kennel~~	~~1 per 10 pet accommodation spaces~~
~~Lumber yards~~	~~2 per 1,000 sf of floor area + 1 per 1,000 sf of open area for sales and display~~
~~Medical, clinics (dental, optical included)~~	~~4 per treatment room~~
~~Medical, hospitals~~	~~1.75 per bed~~
~~Offices~~	~~1 per 300 sf~~
~~Office, construction trade~~	~~1 per employee of the largest shift~~
~~Personal services (nail salons, massage, etc.)~~	~~3 per chair~~
~~Resort hotels~~	~~1.1 per guest unit~~
~~Restaurants~~	~~8 per 1,000 sf~~
~~Restaurants, deli/fast food/parlor~~	~~1 per 2 seats~~
~~Restaurants, family~~	~~1 per 3 seats + 1 for each employee of the largest shift~~
~~Restaurants, fine dining~~	~~1 per 2 seats + 1 for each employee of the largest shift~~
~~Retail, low intensity~~	~~1 per 300 sf + 1 per 400 sf for GFA beyond 2,000 sf~~
~~Retail, moderate and high intensity~~	~~1 per 250 sf for the first 5,000 sf + 1 per 300 sf for GFA between 5,000 sf and 25,000 sf + 1 per 400 sf for GFA beyond 25,000 sf~~
~~Retail, unique~~	~~1 per 500 sf of indoor showroom + 1 per 20 outdoor vehicles displayed~~
~~Shopping centers, community and regional~~	~~4 per 1,000 sf~~
~~Sexually oriented business, entertainment~~	~~2 per 5 people~~
~~Studios, martial arts/dance/gymnastics/etc.~~	~~1 per 3 people~~
~~Theater, movie~~	~~1 per 4 seats~~
~~Theater, drive-in~~	~~200 max~~
~~Veterinary clinic~~	~~4 per treatment room~~
~~**Automobile and Vehicle Uses**~~	
~~Auto rental agencies~~	~~2 spaces per employee for the largest shift~~
~~Auto body shop/repair/service stations/car wash~~	~~2 per bay + per employee for the largest shift~~
~~Auto gas/convenience~~	~~3 per 1,000 sf + 1 per 3 seats + 1 per employee for the largest shift~~
~~Auto and vehicle sales~~	~~2 per 1,000 sf~~
~~**Industrial, Manufacturing, & Processing Uses**~~	
~~Industrial uses, general~~	~~1.1 per employee for the largest shift + 1 visitor space per 10 employees~~
~~Storage, personal storage facility~~	~~1 space per 5,000 sf for single tenant facility; or 1 per 6 storage units~~
~~Warehouses and storage facilities~~	~~1.1 per employee for the largest shift + 1 visitor space per 10 employees~~
~~Wholesaling and distribution~~	~~1 per 3,000 sf~~

~~6.11.8. Off-Street Parking Schedule~~	
~~Use Category~~	~~Minimum Stalls Required~~
~~**Open Space & Recreation**~~	
~~Community center~~	~~1 per 3 people~~
~~Driving range~~	~~2 per 3 tee boxes~~
~~Golf course~~	~~20 per 9 holes~~
~~Golf, miniature~~	~~20 spaces per 18-hole course~~
~~Gym~~	~~1 per 300 sf~~
~~Park, active~~	~~2 per 1 acre of land~~
~~Park, passive~~	~~2 per mile of trail or 1 per 3 acres~~
~~Nature preserve~~	~~4 per 1,000 sf~~
~~Skate park, skating rinks, ice and roller~~	~~1 per 500 sf of skating area~~
~~Sports arenas and stadiums~~	~~20 per field or court~~
~~Swimming pools, commercial~~	~~1 per 75 sf of pool area~~
~~Tennis facilities, commercial~~	~~3 per court~~

(Ord. 011822, 02/21/2022; Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Sec. 6.11.9. Parking Reductions

A parking lot may be built with fewer spaces than the required minimum spaces in *Sec. 6.11.8. Off-Street Parking Schedule* if the following standards are met:

A. Adequate and appropriate space shall be land-banked such that the full number of parking spaces required in *Sec. 6.11.8. Off-Street Parking Schedule* can be built on site later, should the need arise.

B. The property owner shall record a Plot Plan in the County Recorder's office that clearly denotes the land-banked area, and that identifies the area as a "no build zone."

C. The property owner shall present a design showing how the full number of parking spaces required in *Sec. 6.11.8. Off-Street Parking Schedule* would be installed, and how drainage would be handled, should the need arise. This design shall be recorded in the County Recorder's office.

D. Under no circumstances shall less than 40% of the parking spaces required in *Sec. 6.11.8. Off-Street Parking Schedule* be permitted to be installed.

Effective on: 7/20/2018

Sec. 6.11.10. Off-Street Loading

A. **Number of Loading Berths Required**

Off-street loading berths shall be provided in accordance with the following minimum requirements:

	Loading Berths	Distance from Nearest Residential Use
Agricultural		
Commercial greenhouse	1 berth for 15,000 sf or less. 2 berths for 15,000 sf or more.	100'
Hospital	1 berth for 200 beds or less. 2 berths for 200 to 500 beds. 3 berths for 500 beds or more.	100'

Private or public recreational club with restaurant	Not required, but if there is 1, then separation distance must be met.	100’
Non-residential Districts		
Auditorium, hotel, office building, sports arena, or similar use	1 berth for over 10,000 sf but less than 40,000 sf of gross floor area, + 1 berth for each additional 60,000 sf over 40,000 sf	150’
Retail stores and shopping centers	1 berth for over 10,000 sf but less than 25,000 sf of gross aggregate floor area + 1 berth for each additional 50,000 sf over 25,000 sf up to 225,000 sf	150’
Wholesale, warehouse, distributor storage or transfer establishment, heavy commercial, custom fabrication, crating, packaging, lumberyard or other similar industrial or commercial uses	1 berth for up to 40,000 sf of gross aggregate floor area, + 1 berth for over 40,000 sf but less than 100,000 sf, but 1 berth for each additional 150,000 sf over 100,000 sf	150’
Use not specified	To be determined by the Commission	

B. **Dimension**

A required off-street loading berth shall be at least 12 feet in width by at least 55 feet in length exclusive of aisle and maneuvering space and shall have a vertical clearance of at least 15 feet.

C. **Access to and from Off-street Loading**

1. **Berth Access.** Each required off-street loading berths shall open directly upon an aisle or driveway of such width and design as to provided safe and efficient means of vehicular access to such loading space.
2. **Access to a Public Way.** All off-street loading berths shall be designed with appropriate means of vehicular access to a street or alley in such a manner as to minimize interference with traffic movement.
3. **Maximum Width.** No driveway from a loading berth that extends into the street right-of-way (between the lot line and street pavement) shall exceed the widths specified in *Article 6.4. Entrance & Driveway Standards*; provided, however, two (2) driveways not exceeding 25 feet in width each may constitute a single entrance or exit.
4. **Acceleration/Deceleration and Passing Lanes.** Each industrial use which is so located that it fronts upon and provides access to a highway, thoroughfare, or collector, shall provide an acceleration/deceleration lane paralleling and adjoining the improved part of the right-of-way and at 11 feet in width for right-turn traffic entering the lot; except, however, that uses located on the left-hand side of a one-way street shall provide a left-turn lane. The access point shall be located so that the acceleration/deceleration lane shall be a minimum of 100 feet in length, exclusive of the entrance way. Provided, however, if the lot frontage is too small to provide such 100 feet of acceleration/deceleration lane, the entrance shall be so located that the acceleration/deceleration lane shall extend the entire width of the lot. A passing lane opposite the entrance and 75 feet either side of the center of the entrance shall be provided if there are only two (2) traffic lanes.
5. **Entrance Location.** Driveways from off-street loading berths shall comply with the requirements of *Article 6.4. Entrance & Driveway Standards*.

D. **Location and Setback**

1. All required loading berths shall be located on the same lot as the use served and shall be so designed and located that trucks shall not back from or into a public street.
2. No open loading berth shall be in a minimum required front yard or the area between the front lot line and the front line of the primary building.
3. No loading berth shall be in a minimum required side or rear yard.

E. **Screening**

All loading berths on any lot abutting a residential zoning district or separated by an alley from a residential zoning district shall be enclosed within a building or sufficiently screened and landscaped to conceal completely the doors of the loading berths and any vehicles that access the loading berths from view from the residential zoning district.

F. **Surface of Loading Area**

1. **Open and Enclosed Loading Area.** Off-street loading berths may be open to the sky, covered or enclosed in a building. In any instance where a building is constructed or used for loading, it shall be treated as any other major structure and subject to all requirements thereof.
2. **Surface Drainage.** The surface shall be graded and drained in such a manner that there will be no detrimental flow of water onto adjacent properties or public sidewalks.
3. **Lighting Standards.** When lighting facilities are used to illuminate a loading area, they shall follow all standards established in *Article 6.5. Exterior Lighting Standards*.

Effective on: 7/20/2018

Sec. 6.11.11. Electric Vehicle Charging

To reach the City of Fisher's sustainability goals, provide its residents with clean transportation alternatives, protect public health, and promote general welfare, certain new construction needs to include Electric Vehicle Charging Stations, as well as infrastructure to add more stations in the future.

A. **Minimum EVCS design standards.**

1. Required EV-Ready parking spaces must include space, electrical conduit or cable raceway, electric banks, and access points.
2. Required EVCS shall be at minimum a Level 2 EVCS, supplying a current at 240 V or 208 V.
3. Charging equipment must be mounted on the wall or on a structure adjacent to the EV parking space.
4. No EVSE or EVCS accessory equipment may be placed within the dimensions of a parking space.
5. When cords and connectors are not in use, retraction devices or locations for storage shall be located sufficiently above the pedestrian surface and the parking lot as to reduce conflicts with pedestrians and vehicle maneuvering.
6. Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk.
7. Equipment mounted on structures such as pedestals, lighting posts, bollards, or other devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.
8. Upon a showing of good cause, alternative designs may be approved by the Director or their designee.

B. **Required EVCS.**

1. **Applicability**. The requirements of this section shall apply to the following developments:
   a. A new parking facility requiring installation of at least 50 parking spaces OR an existing parking facility to be expanded by 50 parking spaces, as measured in parking spaces created after July 1, 2025. A parking facility may be maintained or reconstructed without triggering the requirements of this subdivision. However, where more than 50 parking spaces in place on July 1, 2025, are removed and new paving and base is installed, these requirements shall apply. AND
   b. The development includes one or more of the uses identified in Table 6.11.11.
2. **Required Amount**.
   a. The parking requirements of this Section are intended to provide minimum standards.
   b. The EVCS parking requirements are based on a percentage of the provided parking spaces per a project's approved zoning, use, Special Exception, or after approval of any variance.
   c. Where the calculation of percent results in a fractional parking space, it shall be rounded up to the next whole number.

d. EVCS parking spaces existing on site shall be counted towards meeting the minimum required EVCS parking spaces if the spaces meet all applicable requirements in this section.
e. The minimum number of EV-Ready, EV-Installed and Total EVCS shall be as listed in Table 6.11.11. Column A specifies the minimum required number of installed EVCS to meet the current EV charging demand. To meet anticipated demand for EVCS in the future, Column B specifies the required EV-Ready parking spaces to enable future EVCS installation. Column C specifies the total number of EV-Ready and EV-Installed spaces.
f. The total number of required EV-Ready spaces shall be reduced by the number of provided EV-Installed spaces that exceed the minimum required percentages for EV-Installed provided in Table 6.11.11, Column A. (E.g., A new parking lot for a multi-family development required to provide at least 100 spaces, would be required to provide at least 5 EV-Installed spots and 15 EV-Ready spaces for a total of 20 EVCS spaces. If the developer provides 10 EV-Installed spaces (10 %) and by that increases the number of EVCS-Installed spaces by 5, then the developer can provide 10 EV-Ready spaces instead of 15. The resulting total minimum required number of EVCS spaces remains 20.)

Table 6.11.11 Required Minimum Electric Vehicle Charging Stations			
Land Use	**A: EVCS Installed Spaces**	**B: EVCS-Ready Spaces**	**C: Total EVCS Spaces**
Tier I			
Multifamily dwelling	5 %	20 %	25 %
Stand-alone parking	5 %	15 %	20 %
Hotel	2 %	18 %	20 %
Motel	2 %	18 %	20 %
Office	2 %	18 %	20 %
Tier II			
Group Residential Facility	2 %	13 %	15 %
Convention or Exposition Center	2 %	13 %	15 %
Hospital	2 %	13 %	15 %
School, Trade/Business	2 %	13 %	15 %
School, University/College	2 %	13 %	15 %
Tier III			
School, Pre-K through K-12	2 %	8 %	10 %
Retail/Commercial (retail, grocery, restaurants, etc.)	2 %	8 %	10 %

3. **Exemptions**. One a case-by-case basis, where the Director determines that EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   a. Where there is no local power supply, or the local utility is unable to supply adequate power. OR
   b. Where there is evidence suitable to the Director substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 6.11.11, may adversely impact the construction cost of the project.

C. **ADA-accessible EVCS design standards.** Unlike gas stations where an attendant may be available to assist with refueling vehicles, EV charging stations are often unattended. Thus, it is important that EV charging stations be sufficiently accessible to allow independent use by drivers with disabilities. In addition to the standards in subdivision "A" of this section, an ADA-accessible EV-Installed parking space shall meet the following standards:
   1. It shall be clearly marked as an ADA- and EV-charging space by using special paving markings and/or parking vertical signage.

2. It shall be located as close to the building entrance as possible to permit safe maneuvering from the vehicle to the building.
3. The parking space shall measure at least twelve (12) feet wide and twenty-five (25) feet long to fit a vehicle and a maneuvering area around the vehicle to get to the access aisle and the EVCS.
4. The adjoining access aisle shall be at least five (5) feet wide.
5. The access aisle must be connected by an accessible route to the clear floor or ground space at the EVCS.
6. The "clear floor or ground space" at chargers must be a minimum of 30 inches in depth by 48 inches in length.
7. Grass, curbs, wheel stops, and bollards may not be located within the "clear floor or ground space".
8. When the bollards are used to protect EVCS equipment, such bollards shouldn't create obstructions of the accessible route to reach the EVCS.
9. Accessible EVCS shall not be installed on top or behind the curbs.
10. Accessible EVCS shall have all relevant parts located within accessible reach, and in a barrier-free access aisle for the user to move freely between the EVCS and the Electric Vehicle.
11. Upon showing a good cause, an alternative ADA-accessible design may be approved by the Director guided by the principles from the latest adopted version of the "Design Recommendations for ADA-Accessible EVCS" released by the United States Access Board.

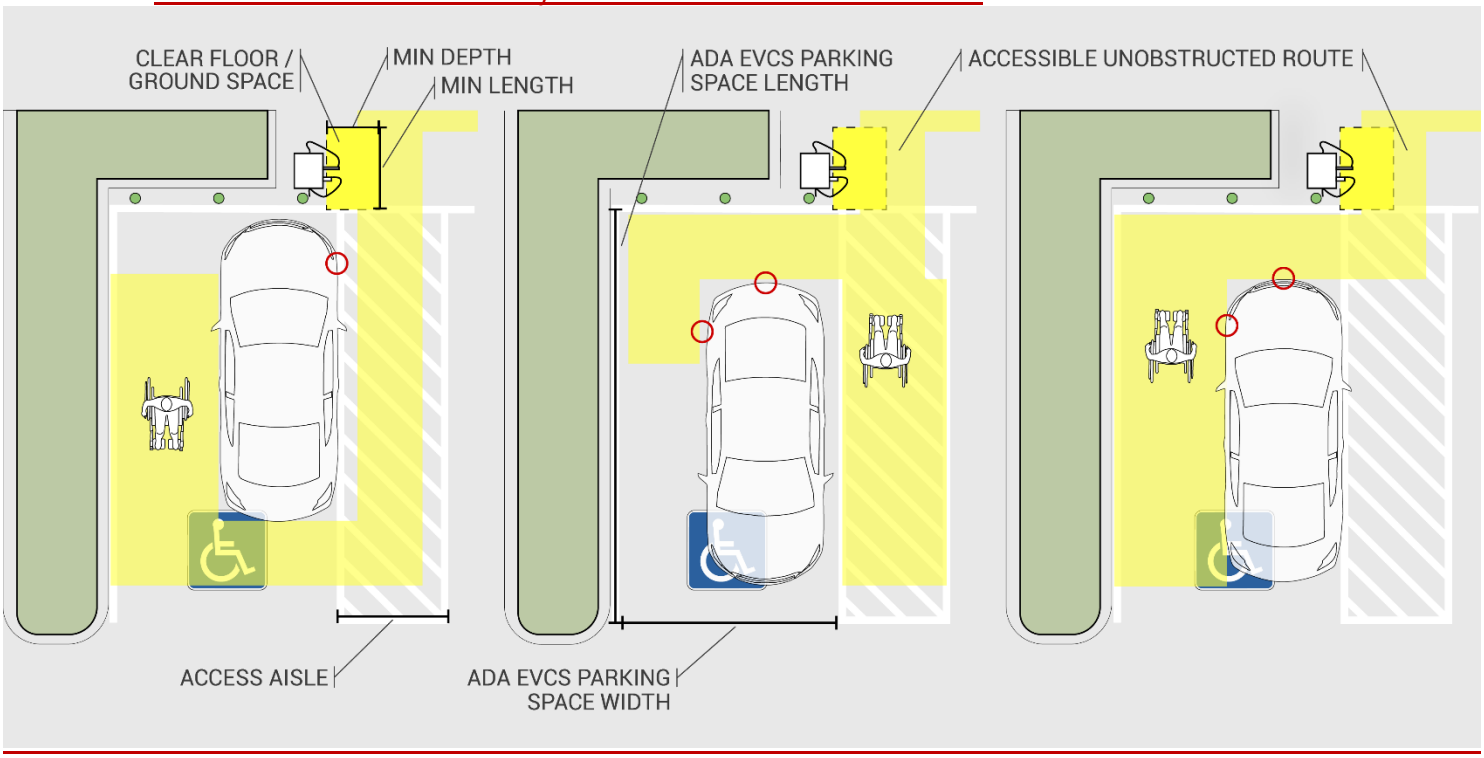


Figure 1. This image illustrates several scenarios of different locations of a charging port on a vehicle, different parking position, and the consequent need to create a clear path around the vehicle for a person with physical disabilities to reach the EVCS.

D. **Required number of ADA-accessible EV-Installed spaces.** The minimum required number of ADA-accessible EV-Installed spaces shall be based on the sum of required EV-Ready and EV-Installed spaces:
   1. 0-4 EV parking spaces: 0 EV-ADA spaces.
   2. 5-50 EV parking spaces: 1 EV-ADA space.
   3. 51+ EV parking spaces: 1 EV-ADA space per 50 EV parking spaces (e.g., 51-100 EV parking spaces would lead to requiring at least 2 EV-ADA spaces, 101-150 would lead to 3 EV-ADA spaces and so on).

Sec. 6.11.12. Drive-Through Design Standards

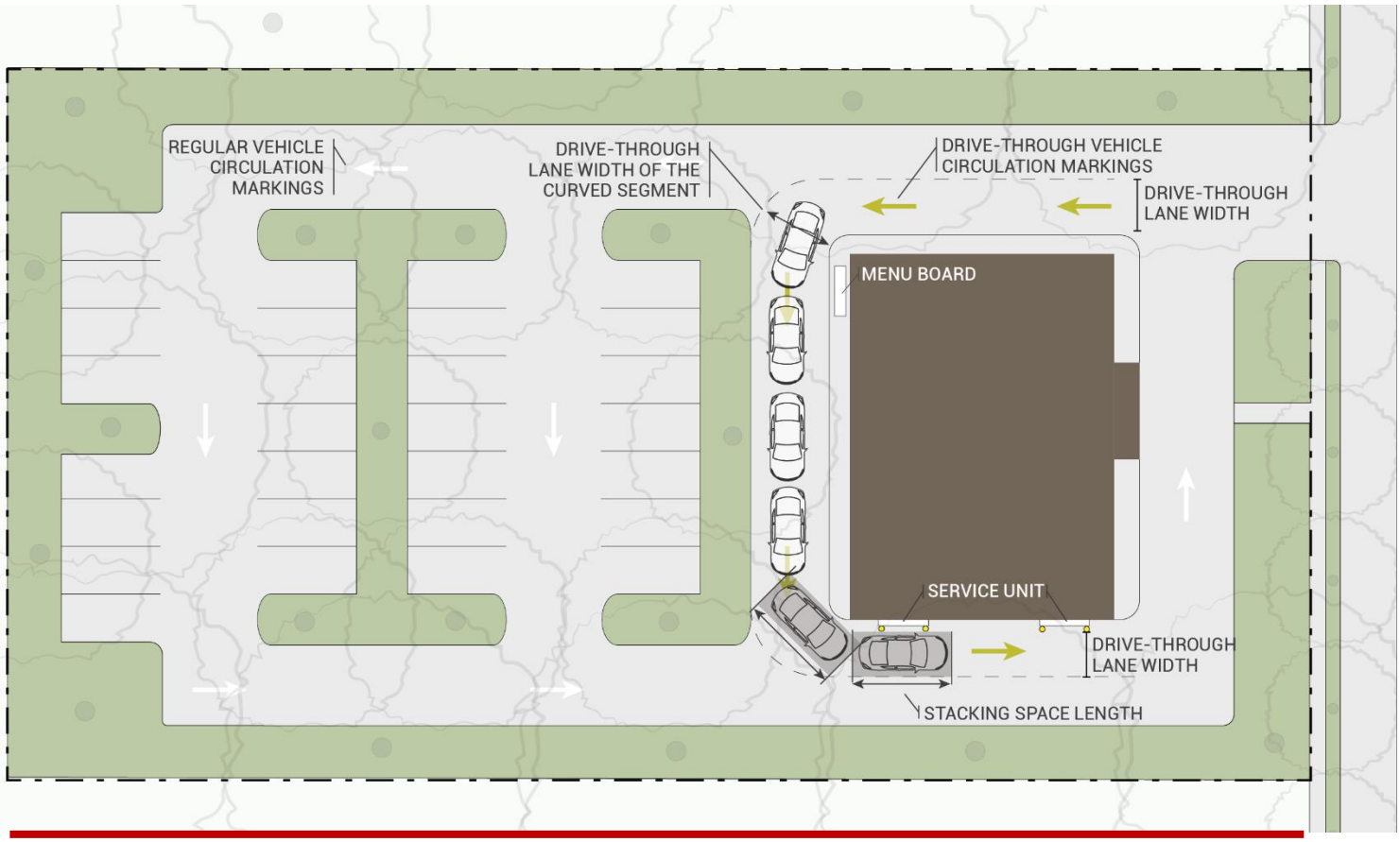
Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reducing the negative impacts that they may create by reducing the noise from idling cars and voice amplification equipment, lighting, and queued traffic interfering with on-site and off-site traffic and pedestrian flow.

A. **Movement Design:**
   1. Drive-through lanes shall not obstruct on-site vehicular traffic flow to and from required parking and loading spaces or other driveways providing ingress and egress into and within the site.
   2. Drive-through lanes may not be located within required driveway, internal circulation, or parking aisle widths.

B. **Drive-through Design Standards.**
   1. A stacking space shall be at least 25 feet long.
   2. The width of a drive-through service lane shall be at least 9 feet.
   3. The width of a drive-through service lane closest to the building shall be measured from the bollards or any other protective accessory structures located by the building.
   4. The width of the curved segment(s) of the service lane shall be at least 12 feet.
   5. Each entrance to, and exit from, a drive-through lane should be clearly marked to show the direction of traffic flow by signs and pavement markings or raised curbs.

C. **Required Stacking Spaces.**
   1. **Required Amount**. All uses with drive-through facilities shall provide the minimum number of on-site stacking spaces indicated in Table 6.11.12: Minimum Number of Stacking Spaces and shall comply with the standards in Section 5.7.2.C.

Table 6.11.12 Minimum Number of Stacking Spaces	
Use	**Required Stacking Spaces**
Food or beverage establishment	7 spaces per lane
Car wash	6 spaces per bay or lane
Financial institutions	4 spaces per lane
Other uses	3 spaces per lane


REGULAR VEHICLE CIRCULATION MARKINGS
DRIVE-THROUGH LANE WIDTH OF THE CURVED SEGMENT
DRIVE-THROUGH VEHICLE CIRCULATION MARKINGS
DRIVE-THROUGH LANE WIDTH
MENU BOARD
SERVICE UNIT
DRIVE-THROUGH LANE WIDTH
STACKING SPACE LENGTH

Article 6.16. Setback Standards

Contents:

Sec. 6.16.1. Applicability
Sec. 6.16.2. Building Setbacks
Sec. 6.16.3. Setback Encroachment

Sec. 6.16.1. Applicability

This Article shall apply to all zoning districts.

Sec. 6.16.2. Building Setbacks

A. Setback Types

1. There are three (3) types of setbacks measured from property lines: front setback, side setback, and rear setback.
2. Setbacks are measured from the edge of the existing or proposed right-of-way as specified in the Thoroughfare Plan, whichever is greater.

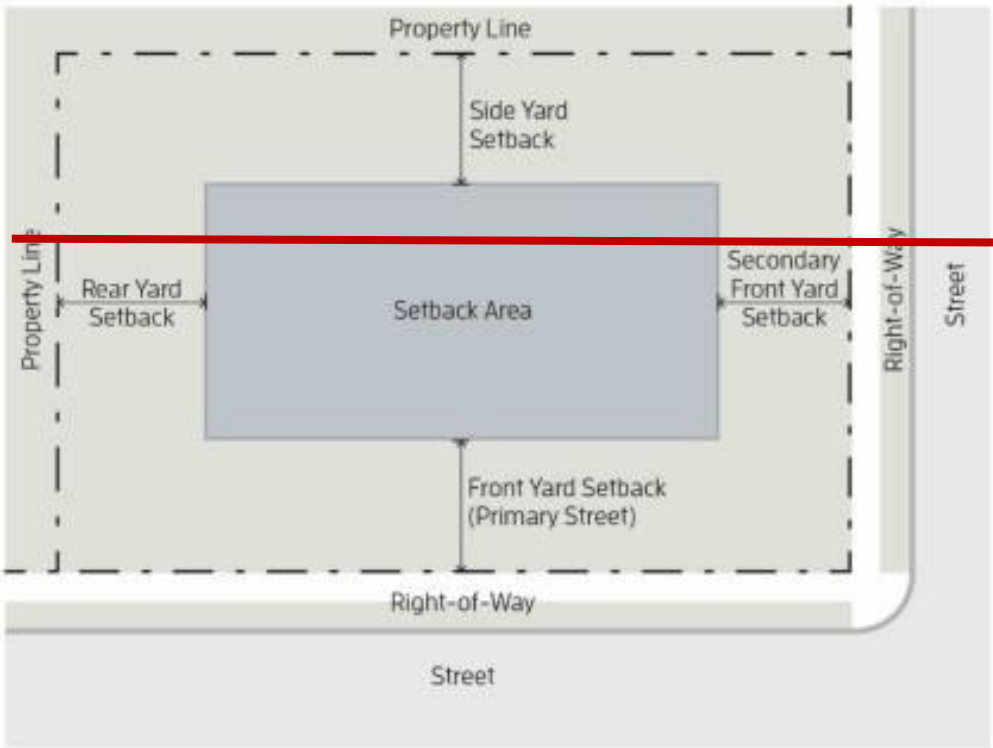
B. Measurement of Building Setbacks

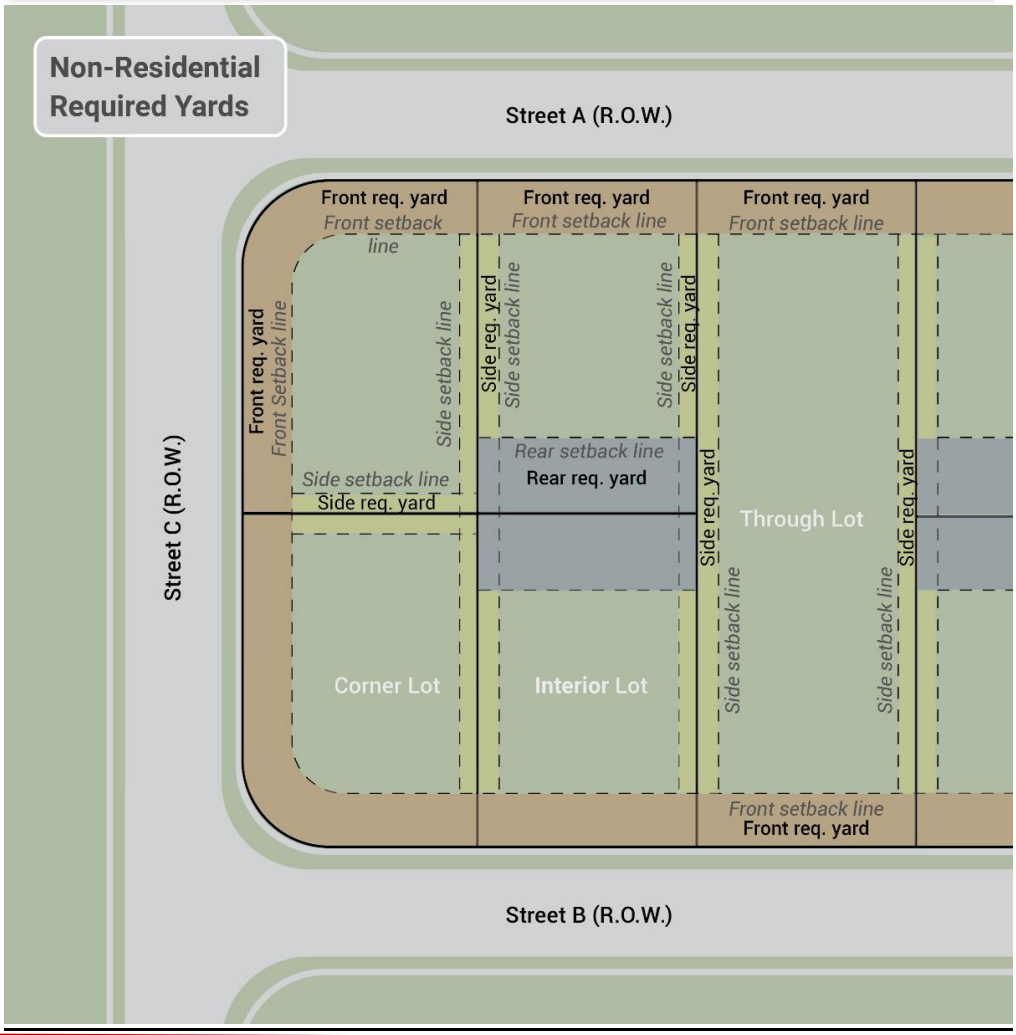
1. **Front.** Front setbacks are measured perpendicular from the front property line.
2. **Side.** Side setbacks are measured perpendicular from the side property line.
3. **Rear.** Rear setbacks are measured perpendicular from the rear property line or the edge of the existing or proposed right-of-way, whichever is greater, where there is an alley.
4. **Average Measurement.** Where a subdivision has been platted and substantially built-out utilizing any setback standard less than that required by *CHAPTER 3. ZONING DISTRICTS*, an infill lot may utilize the average setback as defined in *CHAPTER 12. DEFINITIONS*.

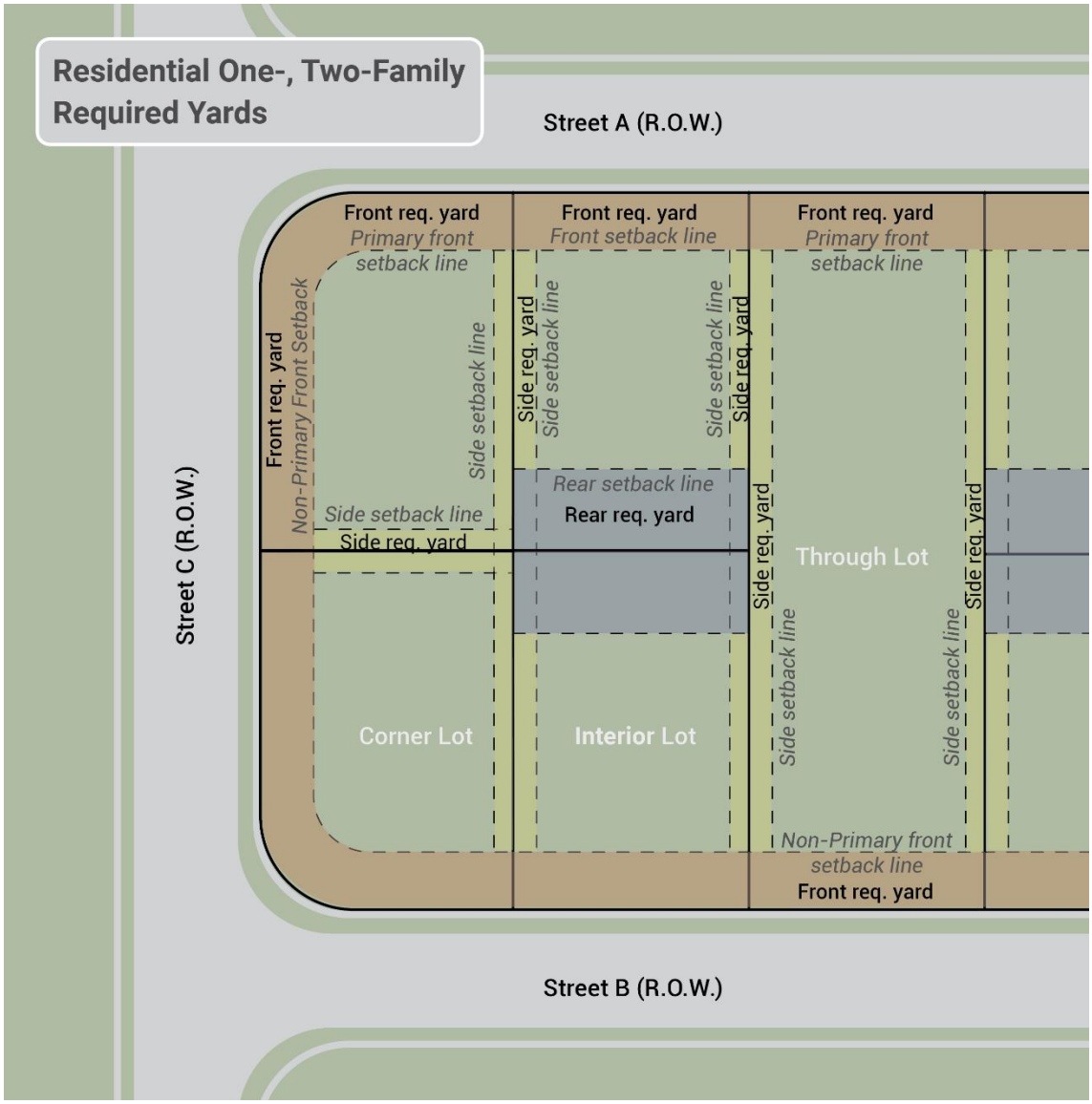
~~**C. Multiple Street Frontages**~~

~~A multiple street frontage lot must designate at least one (1) primary street. The Director will determine which street or streets are the primary streets based on:~~

1. ~~The street with the highest street classification in the Thoroughfare Plan;~~
2. ~~The established orientation of the home; and~~
3. ~~The street parallel to an alley within the block.~~


Property Line
Side Yard Setback
Property Line
Rear Yard Setback
Setback Area
Secondary Front Yard Setback
Right-of-Way
Street
Front Yard Setback (Primary Street)
Right-of-Way
Street


Non-Residential Required Yards
Street A (R.O.W.)
Front req. yard
Front setback line
Front req. yard
Front setback line
Front req. yard
Front setback line
Front req. yard
Front Setback line
Side setback line
Side req. yard
Side setback line
Side setback line
Side req. yard
Rear setback line
Rear req. yard
Side setback line
Side req. yard
Side req. yard
Through Lot
Side req. yard
Side setback line
Side setback line
Street C (R.O.W.)
Corner Lot
Interior Lot
Front setback line
Front req. yard
Street B (R.O.W.)



D. Other Setbacks

1. **Top of Slope.** Primary and accessory structures shall be set back a minimum of 1/4 the height of the structure, plus the width of the eaves, plus an additional five (5) feet from the top of bank of any watercourse.
2. **Floodplain Setback.** Primary and accessory structures shall be set back a minimum of 25 feet from the edge of the 100-year floodplain.

E. Commercial Setbacks

1. In addition to A. and D. above, the buffer yard standards of *Article 6.7. Landscaping Standards*, where a side or rear yard abuts either the side or rear lot line of an adjacent residential zoning district, the following standards for perimeter yards apply:
   a. The side yard shall not be less than 30 feet, exclusive of any driveway or parking area, and the rear yard 50 feet.
   b. The rear yard may be used for off-street parking, if a 30-foot wide buffer yard is maintained along the entire length of the yard exclusive of any easement.
   c. The requirements for perimeter yards shall not apply in those instances where commercial or industrial uses, legally established by permanent variance or lawful nonconforming use exists

upon such adjoining lot or abutting frontage property, although residentially zoned.

2. Frontage roads or drives paralleling any road or street shall require a setback or front yard of 50 feet.
3. If any portion of the side yard is used for a driveway, there shall be provided and maintained a five-foot (5') planting area extending across 50% of the length of the side yard exclusive of all easements.

F. Industrial Setbacks

1. Frontage roads or drives paralleling any of the above roads or streets shall require a setback or front yard of 100 feet.
2. If any portion of the side yard is used for a driveway, there shall be provided and maintained a five-foot (5') planting area extending 50% of the length of the side yard exclusive of all easements.
3. In projects containing two (2) or more separate buildings, the minimum side yards shall be equal to the combined total of all required side yards.
4. Where a front yard abuts a street, on the opposite side of which is a residential zoning district, either zoned or occupied, the following standards apply:
   a. The minimum front setback shall be 100 feet.
   b. The front yard may not be used for parking, unless the street is designated as an expressway, interstate, major thoroughfare or thoroughfare.
5. Where a side or rear yard abuts either the side or rear lot line of an adjacent residential zoning district, the following standards apply:
   a. The side yard shall be not less than 75 feet, exclusive of any driveway or parking area, and the rear yard shall be not less than 100 feet.
   b. The rear yard may be used for off-street parking, if a 50-foot wide buffer yard is maintained along the entire length of the yard exclusive of all easement.
   c. The requirements for perimeter yards shall not apply in those instances where commercial or industrial uses, legally established by permanent variance or lawful nonconforming use exists upon such adjoining or abutting frontage property, although residentially zoned.

Sec. 6.16.3. Setback Encroachment

All buildings and structures must be located at or behind required setbacks and shall not encroach into a required easement, except as listed below:

A. **Building Features**

1. Overhangs, wingwalls, bay windows, and residential chimneys may encroach two (2) feet into a required setback. An overhang or cornice on a commercial project may encroach four (4) feet into the required setback.
2. No part of any non-residential or mixed-use structure or building, excluding eaves or a cornice overhang (described above), or a canopy over an entrance, not exceeding 15 feet, shall be within a required yard area.
3. A porch that does not extend above the level of the first floor of the building may encroach into any required front or side yard up to four (4) feet.
4. Window wells may encroach up to four (4) feet into a required side setback so long as the minimum setback is no less than three (3) feet from the side property line.
5. Decks, attached patio covers, and sunrooms may encroach up to 50% into a required rear setback so long as the minimum setback is no less than five (5) feet from the rear property line.
6. Commercial projects may have an entrance canopy that extends 15 feet into the required setbacks.

B. **Mechanical Equipment and Utility Lines**

1. Mechanical equipment associated with residential uses, such as HVAC units, may extend into a required rear or side setback, if such extension is at least three (3) feet from the vertical plane of any lot line.
2. Solar panels or wind turbines may extend into a required rear or side setback, if such extension is at least three (3) feet from the vertical plane of any lot line.
3. Rainwater collection or harvesting systems may extend into a required rear or side setback, if such extension is at least three (3) feet from the vertical plane of any lot line.
4. Utility lines located underground and structures accessory to utility lines (such as hydrants, manholes and transformers and other cabinet structures) may extend into any setback.

C. **Other Setback Encroachments**

1. Walls and fences may encroach into a required easement and shall comply with *Article 6.18. Wall & Fence Standards.*
2. Sidewalks and multiuse paths along any right-of-way or ingress/egress easement and that connect buildings to the public sidewalk system are exempt from the setbacks in this Article.
3. Driveways in single-family residential zoning districts are exempt, but shall not be closer than one- foot (1') to side and rear property lines unless a shared drive is utilized in accordance with *Article 6.4. Entrance & Driveway Standards*. Non-residential driveways shall comply with *Article 6.4. Entrance & Driveway Standards*.
4. Accessory Structures per *Article 6.2. Accessory Structure Standards.*
5. Landscaping is exempt from this Article, but shall abide by the landscaping standards in *Article 6.7. Landscaping Standards.*
6. Trails in parks and recreation facilities are exempt from the setbacks in this Article.

7. A community guard house is exempt from the setbacks in the zoning district; however, it must be in the median of boulevard entrance with a 25-foot setback from the right-of-way of the intersecting street.

Article 6.17. Signage Standards

Contents:

Sec. 6.17.1. Purpose & Intent
Sec. 6.17.2. Applicability
Sec. 6.17.3. Sign Permit Required
Sec. 6.17.4. Exempt Signs
Sec. 6.17.5. Prohibited Signs
Sec. 6.17.6. Free-Standing Signs
Sec. 6.17.7. Building Signs
Sec. 6.17.8. Temporary Signs
Sec. 6.17.9. Other Sign Types

Sec. 6.17.1. Purpose & Intent

The intent of this Article is to encourage the effective use of signs as a means of communication while maintaining the City's aesthetic environment by ensuring compatibility of signs with the area surrounding them. The sign regulations are not intended to censor speech or to regulate viewpoints. The purpose of these regulations is to:

A. Provide each sign user an opportunity for adequate identification while guarding against excessive advertising and the confusing proliferation of signs by regulating the time, place and manner under which signs may be displayed.

B. Ensure signs are in harmony with the building, the neighborhood (both existing commercial and residential or existing or proposed), and other signs in the area by eliminating sign clutter and promoting compatibility, proportion, simplicity, design quality, and sign effectiveness.

C. Protect the safety of motorists and pedestrians by minimizing the distraction of excessive and intrusive signs as well as to protect the life, health, property, and general welfare of residents and visitors.

(Ord. 081919C, 08/19/2019)

Effective on: 8/19/2019

Sec. 6.17.2. Applicability

A. *Signs Allowed*

The sign standards provided in this Article are intended to apply to all types of signs in all zoning districts, notwithstanding Section B. below. The only signs permitted are those stated in this Article; all other signs are prohibited unless otherwise stated within the UDO.

B. *New Zoning District*

If a new zoning district is created after the enactment of this Article, no signs shall be allowed until this Article is amended to govern the new zoning district.

C. *Official Signs*

Nothing contained in this Article shall prevent the installation, construction, or maintenance of official traffic, fire, or police signs, temporary traffic-control signs used during construction and maintenance of utility facilities, and substructure location and identification signs required to protect these facilities, devices, and markings of the state Department of Transportation, Director, Council, or of other competent public authorities, or the posting of the notices required by law. For the purposes of this Article, Official Pond Safety Signs shall be considered to be Official Signs regardless of location and/or responsibility for construction and maintenance of said signs.

D. ***Viewpoint Neutrality***

1. No sign or sign structure shall be subject to any limitation based upon the viewpoint of the message contained on such sign or displayed on such sign structure.
2. Signs shall be regulated in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected commercial speech by message content.

(Ord. 081919C, 08/19/2019; Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Sec. 6.17.3. Sign Permit Required

A. It is unlawful for any person to place, alter, or to permit the placement or alteration of a sign, including painted signs, upon any lot without first obtaining an approved sign permit application from the Department (see also *Sec. 10.2.18. Sign Permit*). Signs that are exempt from this requirement are listed in the *Sec. 6.17.4. Exempt Signs* below.

B. When a sign permit has been issued, it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of said permit without prior approval of the Department. A written record of such approval shall be entered upon the original permit application and maintained in the files of the Department.

C. A permanent sign permit shall not be issued before a change of use, change of occupancy, or tenant space finish permit application has been filed.

(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Sec. 6.17.4. Exempt Signs

The following types of signs are exempt and do not require a permit in accordance with this Article:

A. Corner stone signs up to nine (9) square feet per face that are carved into stone, concrete, or similar material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure.

B. Signs on an ATM up to 20% of the entire ATM machine.

C. Artwork, murals, sculpted elements, and the like as reviewed and confirmed by the Director.

D. Three (3) flags per site.

E. Decorations for holidays and special events. Signs for special events shall comply with this Article.

F. A change to the sign copy or panel replacement in a manner that will not alter or relocate the sign structure in any manner is exempt.

G. Maintenance-Painting, repainting, cleaning and other normal maintenance and repair of a sign or a sign structure that does not include a structural change.

H. Public safety, traffic control and other signs established on City owned property or within the right-of-way that have been reviewed and approved by the City.

I. Official Pond Safety Signs in accordance with *Sec. 8.5.4. Official Pond Safety Signs* on public or private property where and when required by the UDO.

J. Window signs in accordance with *Sec. 6.17.9.D. Window Signs*.

(Ord. 111620B, 12/21/2020; Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Sec. 6.17.5. Prohibited Signs

A. No sign or other advertising device with visible moving parts or with flashing, animated, or intermittent illumination shall be erected.

B. No sign or sign structure shall be erected at any location where it may interfere with, obstruct the view of, or be confused with any authorized traffic control sign, signal or device. No rotating beam, beacon, or flashing illumination resembling any emergency lights shall be used. No sign shall emit any form of sound or sounds.

C. No permanent sign shall contain any fluorescent paint or the like, including mirrors, which has the effect of intensifying reflected light.

D. No sign of a permanent or temporary nature shall be affixed to any fence, tree, or any utility structure.

E. Ribbon, pennants, balloons, streamers, strings of light bulbs, spinners, feather flags or any other similar device is prohibited unless otherwise allowed in the UDO.

F. No sign structure shall obstruct any window, door, fire escape, stairway, or any opening intended to provide air, egress, or ingress for any building or structure.

G. No sign shall be placed within the City of Fishers right-of-way other than traffic and designation signs or others approved by the City of Fishers or their designee.

1. Exemptions: The following signs are exempt from the prohibition on placement in the right-of-way so long as they do not obstruct any traffic or designation signs or obstruct the view of drivers on City of Fishers streets:

   a. Government signs that are placed by government officers in the performance of their official duties;

   b. Temporary or permanent signs erected by public utility companies or construction companies in the performance of their professional duties; and

   c. Temporary signs necessary to prevent an immediate threat to public health and safety.

2. "Right-of-way" shall mean the land contiguous to a City of Fishers street, extending a minimum of twenty (20) feet from the centerline of the street, pursuant to Indiana Code § 8-20-1-15, and shall include additional land which contains sidewalks, multi-use paths, drainage ditches along the road, land conspicuously used for the placement of public utilities, and/or directional signs.

   a. In the event there is no obvious designation of the right-of-way based upon the above, the term City of Fishers right-of-way shall include at least the area between the edge of pavement of a City of Fishers street to the farthest of the following distances:

      1. The area between the City of Fishers street and the furthest edge of a public trail or sidewalk; or

      2. The edge from the City of Fishers street to above-ground utility poles or other utility structures, which are installed parallel to the City of Fishers street.

   b. Any person seeking the information concerning the width of City of Fishers right-of-way at a specific location of a City of Fishers street may contact the Department of Engineering. A request must specifically identify the location of the right-of-way by street location.

3. The Director of Planning & Zoning, the Director of Permitting & Inspections, or their designee may remove any sign placed or maintained in violation of this Section. Any person designated above may remove a sign located within City of Fishers right-of-way or on property owned by the City immediately and without notice. Neither the City of Fishers, nor a person designated by the City of Fishers, shall be liable to the owner of the sign for the removal of the sign in the City of Fishers right-of-way or on land owned by the City.

H. No sign 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 signs or lettering on buses, taxis or vehicles operating during the normal course of business.

I. Electronic message boards and digital sign panels are prohibited unless otherwise allowed in the UDO.

J. Off-premise signs meaning signs that display a message directing attention to a business, product, service, profession, commodity, event, person, institution, or commercial activity, which is generally conducted, sold, manufactured, produced, offered, or occurs elsewhere that on the premises where the sign is located.

(Ord. 081919C, 08/19/2019; Ord. 102119C, 10/21/2019; Ord. 101121H, 11/15/2021; Ord. 041822E, 05/16/2022)

Effective on: 5/16/2022

Sec. 6.17.6. Free-Standing Signs

A. *In General*

1. Landscaping shall be provided around the ground sign equal to the square footage of one sign face. The landscaped area shall radiate out a minimum of three (3) feet from the base of the sign. Landscaping shall be provided and planted to substantially cover the area with landscape materials such as, but not limited to evergreens, annuals, ground covers, perennials, shrubs, and ornamental trees. The landscaping shall be at least 50% evergreen shrubs. Landscaping plans shall be included with the permit application.
2. Free-standing signs may be internally, externally, or non-illuminated in non-residential districts. If the sign is internally illuminated, light may only project through routed out letters. In residential districts, free-standing signs shall use external lighting, reverse (halo-lit) channels or non-illuminated letters only.
3. Free-standing signs shall complement the materials of the community, primary building or non-residential center, complex, business park or campus on which it is located. The support structure shall be covered by masonry materials such as natural flagstone and/or brick.
4. A sign shall be located no closer than five (5) feet to the property line.
5. **Height.** The maximum height for free-standing signs is measured from the grade of the sign to the top of the lettering. The overall height allowed for the sign may be increased by 25% for architectural elements that extend above the lettering height.
6. **Existing Pole Signs.** An existing pole sign that was permitted within special districts encompassing the I-69 highway interchange may be replaced with an Integrated Center Sign (see also *Sec. 6.17.6.F. Integrated Center Signs*) The maximum sign area shall be 240 square feet, with an overall height of 28 feet. To replace an existing pole sign, a written request and permit application must be submitted to the Department for review.

B. Signs Located at a Subdivision/Condominium/Apartment Complex

A ground mounted sign that defines the entrance to a subdivision, condominium or apartment complex.

Location	
Number of signs per subdivision entrance	Either one (1) with two (2) facing, or two (2) signs with one (1) facing each
Placement	Allowed at an intersecting right-of-way
Size	
Sign area (max) per face	32 sf
Height ~~Sec. 6.16.6.A.6.~~	6’

C. Signs Located in the Interior of a Subdivision

A ground mounted sign located at the entrance to an individual neighborhood within a larger subdivision.

Location	
Number of signs	Either one (1) with two (2) facing, or two (2) signs with one (1) facing each.
Placement	Allowed at an intersecting right-of-way.
Size	
Sign area (max) per face	16 sf
Height ~~Sec. 6.16.6.A.6.~~	3’

D. Signature Monuments

A sign that is located at the entrance to a subdivision or apartment complex that is mounted on a signature monument. This monument shall be designed to enhance the identity of the community. Examples of signature monuments, include, but are not limited to: a fountain, clock tower, masonry gazebo, outdoor plaza with water feature, etc.

Location	
Number of signature monuments per subdivision	1
Placement	At an intersection of two (2) collector streets or higher classification roadways
Size	
Sign Area (max) per face	32 sf
Height ~~Sec.6.16.6.A.6.~~	6’

Miscellaneous
Signature monuments shall be reviewed by the PUD Committee for approval within a PUD District.

E. Ground Signs Located on Lots with Non-Residential Uses

A ground mounted sign with up to two (2) faces located on a standalone lot that is not part of an integrated center.

Allocation	Property Frontage		
	0-250 ft.	250-500 ft.	> 500 ft.
Number of signs per lot	1	2*	2*
Size			
Sign area (maximum) per face	32 sf	32 sf each or one (1) 60 sf sign	45 sf each or one (1) 90 sf sign.
Height ~~Sec. 6.16.6.A.6.~~	6’	6’ each or one (1) at 8’	7’ each or one (1) 10 ft.
Miscellaneous			
Ground signs may contain an area for changeable copy; however, no more than 25% of the sign area shall be changeable copy.			
*Ground signs on the same street frontage shall be separated by a minimum distance of 200 lineal ft. between signs on the same lot			

F. Signs Located at Integrated Center

A permanent ground mounted sign with multiple tenant signs erected on a single sign structure. An Integrated Center Sign in lieu of individual or multiple ground signs.

Property Frontage					
Frontage Requirement	1. **37 – 141st St. to I-69 (Exhibit A)**	**126th, 131st, and 141st St. within the SR. 37 Corridor (Exhibit A)**	**96th St., Hague Rd., & South Lantern Rd. (Exhibit B)**	**Other 5-acre sites along primary arterials**	**Other 5-acre sites along a secondary street**
Min frontage to qualify*	1,320’	660’	660’	none	none
SIZE					
Sign area (maximum) per face	240 sf	180 sf	180 sf	180 sf	90 sf
Height (max) ~~*Sec. 6.16.6.A.5*~~.	28’	20’	20’	20’	10’
MISCELLANEOUS					
1. Integrated developments having a 2nd entrance on a primary arterial may be permitted a 2nd integrated sign provided both signs are reduced in area by 50%.					
2. Lots within the integrated center development shall be permitted one (1) additional 32 sf ground sign, with an overall height of 5 ft. Individual lot signs shall be located along an internal street within the integrated center, and not along the perimeter street.					
* Frontage may include multiple adjacent property owners					

Effective on: 3/23/2021

EXHIBIT A

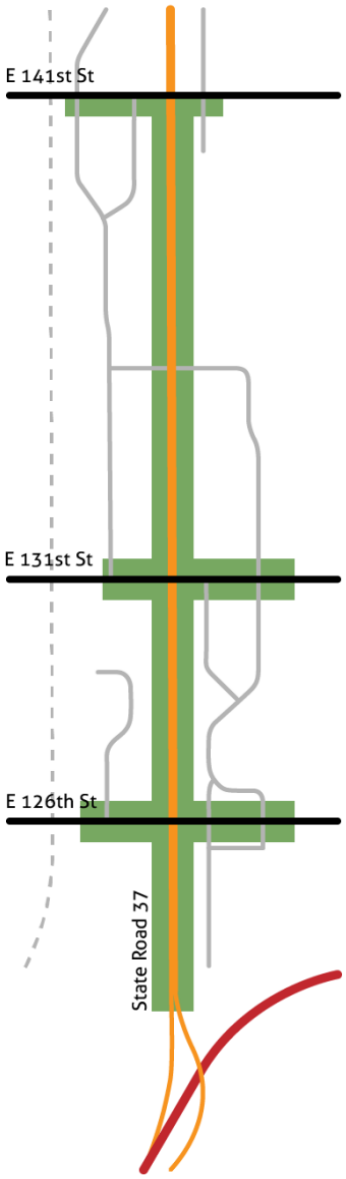
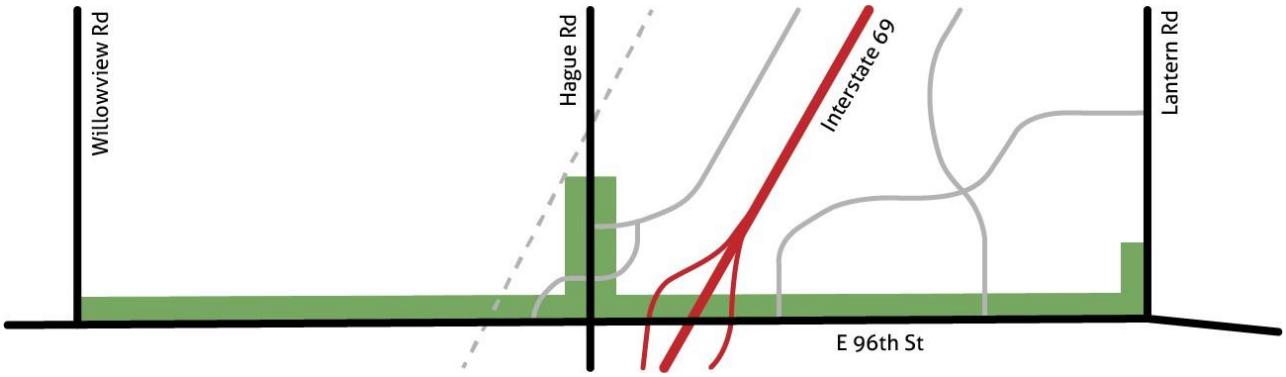


EXHIBIT B



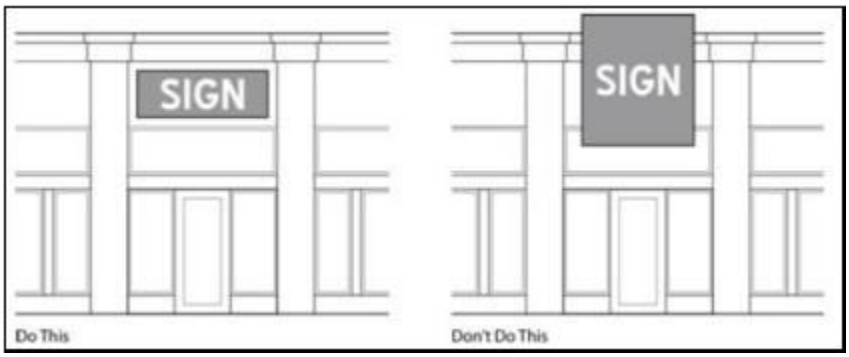
Sec. 6.17.7. Building Signs

A. *Description*

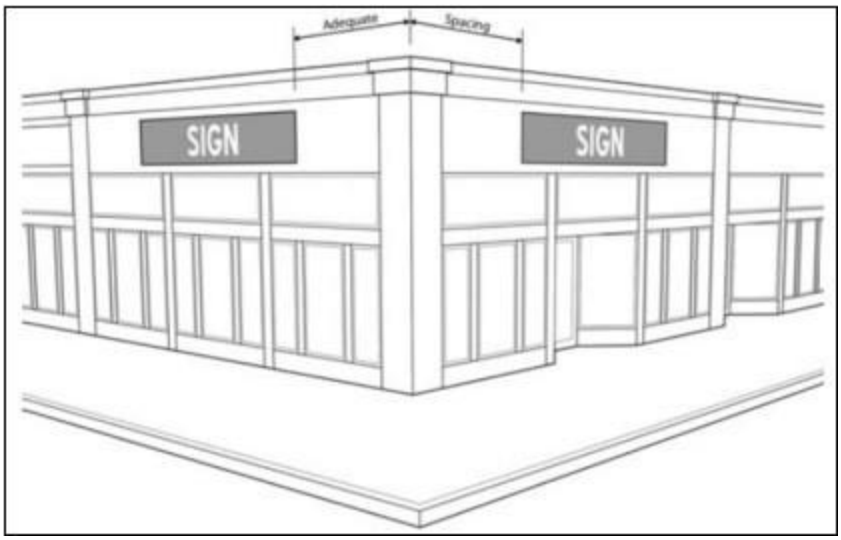
A wall sign is a sign attached flat to or mounted away from but parallel to the building wall. Wall mounted signs shall be individually mounted letters affixed directly on a wall or on an internal raceway. Cabinet signs will be permitted if they are mounted flush with the façade of the building and use routed out letters with internal illumination.

B. *General Requirements*

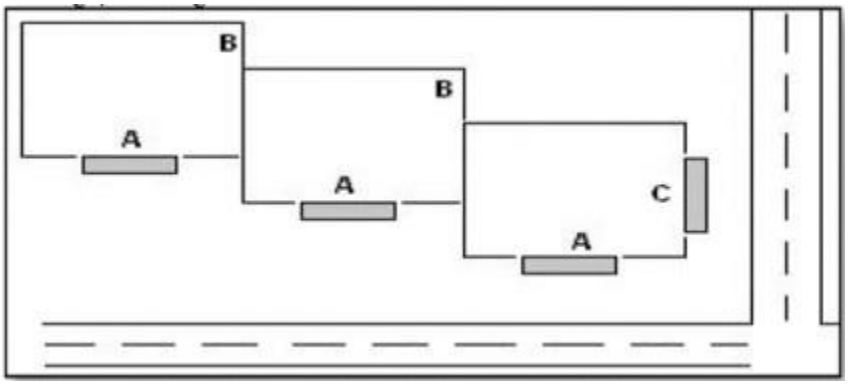
1. **Sign Construction.** Permanent signs shall be constructed of materials, including but not limited to, metal, wood, acrylic, or other durable weatherproof materials. Painted or vinyl signs may be approved when the sign design is compatible with the building design.
2. **Sign Removal or Replacement.** When a sign is removed, all brackets, poles, and other structural elements that supported the sign shall also be completely removed. The property owner shall restore all holes and affected building surfaces to match the adjacent portion of the building.
3. **Sign Integration.** All signs shall be designed as an integral part of the overall building design and shall be in a manner consistent with the building's design.



4. No sign shall be placed in or on an architectural designed area of a primary structure that is created for the sole purpose of gaining more signage or additional height for the wall sign.
5. **Frontage on Two (2) or More Streets.** A building on a lot that has frontage on more than one (1) street shall be allowed the authorized sign area on each street; provided, that the permitted sign areas may not be accumulated on one (1) street and shall not exceed the allowed sign area of any one (1) street.
6. **Primary Frontage and Secondary Frontages.** When building has frontage on two (2) or more streets, one of the frontages is a primary frontage and the other(s) are considered secondary frontages. The allowable sign area on secondary frontages must be reduced by 25% of what is allowed on the primary frontage.
7. **Transfer to Non-Frontage Walls.** If a permitted wall sign is transferred to an elevation with no frontage, the allowable sign area on the non-frontage wall shall be reduced by 25%.
8. **Corner Buildings.** Signs located on adjacent walls on the same building shall be separated at the corners of the building with adequate spacing to avoid a bookend design at the corner of a building (see image below).



9. **Staggered Buildings.** If the secondary frontage, elevation B (as shown in the following image), is not greater than or equal to the primary frontage, elevation A, then elevation B does not qualify as sign frontage; see the following diagram.



10. **Sign Area Computation.** The area of signs shall be calculated according to the following (see image):

a. The area of a sign shall be measured within a single continuous perimeter of not more than eight (8) straight lines enclosing the extreme limits of writing, representation, emblem, or any figure of similar character, together with any material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed.

b. In the case of a sign designed with more than one (1) exterior surface (e.g., 2 sides), the area shall be computed as including only the maximum single display surface that is visible from any ground position at one (1) time.

c. The supports, uprights, or structure on which any sign is supported shall not be included in determining the sign area unless the supports, uprights, or structures are designed in a manner as to form an integral background of the display.

11. **Increased Signage Area Allowed.** Two (2) story buildings, or less, featuring at least 50% unpainted/unglazed brick or natural stone materials, on all frontages, may receive a 10% increase in the maximum wall sign area allowed.
12. **Secondary Sign.** Within the allowable sign area, a business may incorporate the use of a cabinet sign as a secondary sign. Secondary signs are limited to 20% of the allowable sign area.
13. **Sign Color.** In any instance where corporate colors (striping) are used on buildings or accessory structures, in continuation of a wall sign, the total wall sign allowance shall be reduced by 50 %.
14. **Sign Illumination.** Wall signs may be illuminated with external, internal, or reverse (back-lit) channel illumination.
15. **Electrical Raceways and Conduits.** Electrical raceways and conduits shall be placed so that they are not within Public View. Where this is physically impractical, or doing so would damage significant architectural features or materials, this requirement may be waived provided all raceways, conduits, and similar devices are designed in a way that they appear to be part of the overall sign or building design.

C. **Wall Signs (Single-Level Buildings)**

Allocation	Tenant frontage		
	< 50 ft.	50 - 100 ft.	> 100 ft.
Signs per frontage for single-tenant buildings or multi-tenant buildings with shared entrances	1	2	3
Signs per frontage, multi-tenant buildings with independent customer entrances	1 per tenant space	2 per tenant space	3 per tenant space
Size			
Area of each sign on primary frontage (maximum)	1.5 sf per lineal foot of frontage		
Total sign area allowed on primary frontage (maximum)	300 sf		

Area of each sign on a secondary frontage (maximum)	Not to exceed 75% of the allowable square footage on the primary sign. Primary sign area must be reduced by the size of each secondary frontage sign.

D. Wall Signs (Multi-Level Buildings)

Allocation	Building floor area	
	< 50,000 sf	**> 50,000 sf at least 3 levels**
Signs per frontage (primary sign)	2	3
Signs for additional retail tenant spaces	1 per ground floor tenant space	
Signage shall be located above the windows on the highest floor or above the customer entrances on the ground floor.		
Size		
Total primary sign area (max)	150 sf	300 sf
Area of each retail tenant sign (max)	50 sf	

E. **Awning & Canopy Signs**

A sign attached flat to an awning or canopy. An awning or canopy sign is permitted for commercial buildings, in lieu of a permitted wall sign for tenant spaces located on the 1st floor only.

Size
Maximum size of the sign area on an awning shall be equal to the sign area permitted by the wall sign standards
Miscellaneous
Only the sign area of an awning or canopy may be illuminated. The balance of the awning or canopy shall be opaque to prevent the transmission of light. If the entire awning or canopy is illuminated, then the entire awning/canopy shall count towards the allowable sign area.

F. **Pedestrian Blade Signs**

A sign attached directly to a supporting building at a right angle. Such sign may be suspended from an arm or bracket, or may be directly mounted to a building wall or the underside of a canopy, a ceiling, or awning. Pedestrian blade signs are encouraged for tenants within a multi-tenant building.

Location	
Signs per ground floor tenant space or second floor tenant space having a ground floor entrance	1
Distance between bottom of sign and existing grade (minimum)	8'
Distance projected from the wall (maximum)*	3'
Size	
Sign Area (max)	4 sf
Pedestrian Blade Signs do not count towards the overall allowable wall sign area	
Miscellaneous	
Blade signs shall be of the same orientation, design and color for the building to create a sense of uniformity for the sidewalk-scape along each building's facade.	
Pedestrian blade signs shall be non-illuminated.	
If the sign projects into the right-of-way, the owner may be required to file for an encroachment permit, submit proof of insurance and certified engineered drawings detailing how the sign is attached to the building.	

A projecting sign is a sign that is oriented vertically, perpendicular to the building's facade. Projecting signs shall be individually mounted letters affixed directly on a panel or on an internal raceway. Cabinet signs will be permitted if they are mounted flush with the façade of the building and use routed out letters with internal illumination.

Location	
Signs per ground floor tenant space or second floor space tenant having a ground floor entrance	1
Distance between bottom of sign and existing grade (minimum)	8'
Distance projected from the wall (maximum)*	No projecting sign or sign structure shall extend more than eight (8) feet from or beyond its supporting building. If the sign projects into the right-of-way, the owner may be required to file for an encroachment permit, submit proof of insurance and certified engineered drawings detailing how the sign is attached to the building.
Size	
Area (maximum)*	Per Sec. 6.17.7.C and 6.17.7.D.
Maximum height and width	Maximum height permitted for a projecting sign is 12 feet for a single level building and 18 feet for multi-level building. Maximum width is three (3) feet for a single level building and four (4) feet for a multi-level building.
*Any combination of wall and projecting signs may be utilized, so long as the total surface area of signs on a particular building side does not exceed the allowances noted in Sec. 6.17.7.C and 6.17.7.D., and subject to any additional provisions of Sec. 6.17.7.	

(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Sec. 6.17.8. Temporary Signs

A. *General Requirements*

1. Temporary signs shall require a Temporary Sign Permit unless otherwise stated herein.
2. Temporary signs for applicants which are non-profit organizations or otherwise tax-exempt shall have no permit fee, provided they comply with all other requirements of this Article.
3. Temporary signs for tenant spaces waiting on the installation of an approved permanent sign are allowed without permit fee for up to 30 days, provided they are placed in the same location as the approved permanent sign and comply with all other requirements of this Article.
4. Temporary signs greater than 32 square feet in sign area which are displayed longer than six (6) months shall be required to install landscaping. Required landscaping shall be at least 50% evergreen. Landscaping plans must be included for review as part of the sign permit application.
5. Temporary signs must be removed upon conclusion of their permitted display duration and may not be issued another permit for a minimum of 30 days, unless otherwise approved by the Director.
6. Freestanding temporary signs shall only be placed in yards with road frontage.
7. Temporary signs shall be located outside of the public right-of-way, wholly on private property, and at least 10 feet from the edge of road pavement.
8. Temporary signs shall not be located within medians.
9. Temporary signs shall not interfere with pedestrian traffic or any existing ADA-accessible features.
10. Nothing in this Article shall be construed as approval to place a sign on private property not owned by the applicant.
11. Temporary signs shall be non-illuminated unless otherwise stated herein.

B. **Post Signs on Residential Lots**

A freestanding sign constructed of rigid materials intended to be displayed for a designated period. This does not include signs otherwise described in this Article.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Residential lots less than 3 acres	1 per frontage	6 sf (each)	5’	6 months	No
Residential lots 3 acres or more	1 per frontage	32 sf (each)	6’		Yes, if greater than 6 sf
Subdivision	1 per major entrance, or 1 per corner of an external intersection	32 sf (each)	6’	6 months	Yes

Model home	2 per frontage	32 sf (aggregate)	5’	During the time the model home is available to the public	Yes

C. Yard Signs on Residential Lots

A freestanding sign constructed of lightweight and/or non-durable materials intended to be displayed for a short period of time. This does not include signs otherwise described in this Article.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Residential lots	1 per frontage	6 sf (each)	3'	30 Days	No

D. Post Signs on Non-Residential Lots

A freestanding sign constructed of rigid materials with buried supports intended to be displayed for a designated period. This does not include signs otherwise described in this Article.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Frontage along State Road 37 and Interstate 69	1 per frontage	64 sf	10’	6 months	Yes
Along all other frontages	1 per frontage	32 sf	6’	6 months	Yes

E. Yard Signs on Non-Residential Lots

A freestanding sign constructed of lightweight and/or non-durable materials intended to be displayed for a short period. This does not include signs otherwise described in this Article.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Street frontage	1 per frontage	6 sf	3'	30 Days	No

F. Banner Signs on Non-Residential Lots

A hanging or mounted sign constructed of vinyl, fabric, or similar material intended to be displayed for a designated period. This does not include signs otherwise described in this Article.

Note: May not be attached to fences, balconies, or railings.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Building-mounted	1 per frontage or tenant space	32 sf (first or second story) 64 sf (third story or higher)	N/A	60 Days	Yes
Freestanding	1 per frontage or tenant space	32 sf	6 ft.	60 Days	Yes

G. Sandwich Board Signs on Non-Residential Lot

A movable sign not secured or attached to the ground upon which it is located and constructed in such a manner as to form an "A" or a tent-like shape.

Location	Quantity (Max)	Area (Max)	Height (Max)	Duration	Permit Required
Sidewalk (within 8 feet of tenant entry with at least 6 feet of clear space for pedestrian traffic)	1 per tenant space	6 sf	42 inches	Displayed only during business hours	No

H. **Feather Flags/Blade Signs**

1. Not permitted unless approved as part of a Temporary Use Permit

I. *Balloon/Air-Activated Signs*

1. Not permitted unless approved as part of a Temporary Use Permit

(Ord. 081919C, 08/19/2019; Ord. 101121H, 11/15/2021; Ord. 091922D, 10/10/2022)

Effective on: 10/10/2022

Sec. 6.17.9. Other Sign Types .

A. *Fueling Stations*

Fueling station shall follow the same standards as described in *Sec. 6.17.6. Free-Standing Signs* and *Sec. 6.17.7. Building Signs*. In addition to the above-mentioned standards, fueling stations may incorporate the following signs into their gas pumps.

1. Fueling stations may place one (1) fueling pump decal on each of the vehicle fueling dispensers (double sided) having a maximum of one (1) square foot in sign area per decal.
2. Animated TV screens may be incorporated into fueling station pumps with a maximum size of two (2) square feet.

B. *Signs for Food Operation with a Drive-Through Lane*

In addition to other permitted signs, food operations with drive-thru services may also display one (1) primary sign and one (1) secondary sign per drive-thru lane with the following limitations:

1. Primary signs shall have a maximum height of six (6) feet with a maximum sign area of 40 square feet.
2. Secondary signs shall have a maximum height of six (6) feet with a maximum sign area of 14 square feet.
3. Both primary and secondary signs shall have a masonry base or materials architecturally compatible with the property's primary use.
4. Both primary and secondary signs may utilize digital sign panels, provided that:
   a. Changes of image shall not occur more than once per hour, except up to 25% of installed signage area may change more frequently than once per hour for the purpose of customer feedback.
   b. Image shall be a static display with no flashing, animation, or intermittent illumination.
   c. Signs shall use automatic illumination controls to reduce light levels during night and cloudy or other darkened conditions.
   d. Signs shall have a maximum daytime brightness of two thousand five hundred (2,500) nits and a maximum nighttime (sunset-to-sunrise) brightness of five hundred (500) nits as measured at the sign face.

C. *Signs at Site Vehicular Entrances and Proximate to Drive Lanes/Aisles*

Signs shall have the following guidelines:

1. Shall not exceed four (4) square feet in sign area.

2. Ground mounted signs shall have a maximum height of three (3) feet, and be located on private property.
3. Wall-mounted signs shall not exceed four (4) square feet in area.
4. Illumination of these signs may be internally, externally or non-illuminated.
5. Horizontal signs on and flush with paved areas are exempt from these standards.

D. ***Window Signs***

In addition to other permitted signs, tenant space signs are allowed a first-floor window sign based on the following limitations:

1. The aggregate area of all window signs shall not exceed 25% of the total window area and shall not interfere with pedestrian ingress/egress.
2. Illuminated (LED, neon, etc.) window signs shall be allowed as permanent window signs and shall not exceed 15 square feet in size. The area covered by the illuminated sign(s) shall count towards the maximum window coverage limitation as described above. These signs shall not rotate, move, flash, blink, or appear to do any of the foregoing.
3. Signs interior to the tenant space that are within five (5) feet of a storefront window shall be counted as window signs.

E. **Pole Banner Signs**

1. Permitted for Institutional Uses only.
2. Shall not exceed two (2) square feet in sign area.

(Ord. 081919C, 08/19/2019; Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Article 6.18. Wall & Fence Standards

Contents:

- Sec. 6.18.1. Purpose & Intent
- Sec. 6.18.2. Walls & Fences

Sec. 6.18.1. Purpose & Intent

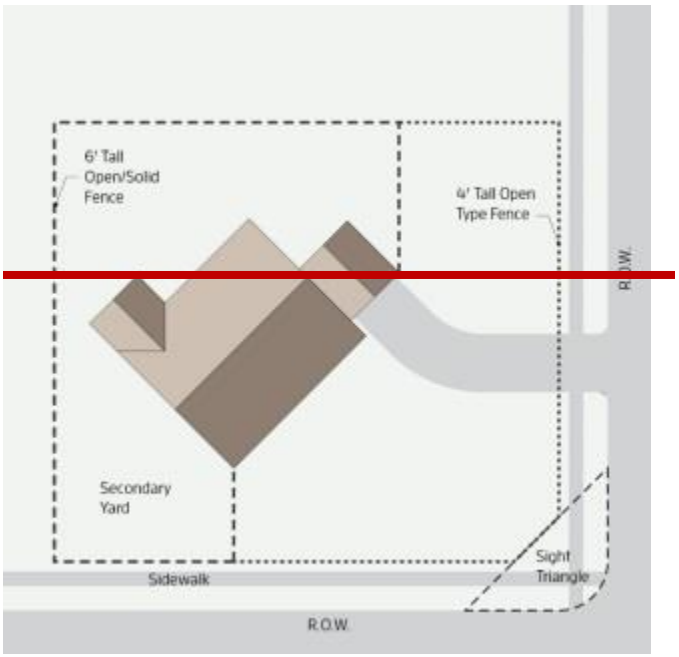
The intent of this Article is to regulate the location, height, and appearance of fences and walls in all zoning districts to maintain visual harmony within neighborhoods and throughout the city, protect adjacent properties from the indiscriminate placement and unsightliness of fences and walls, and ensure the safety, security, and privacy of properties. Walls and fences do not require a building permit, but they must comply with the requirements of this Article.

Sec. 6.18.2. Walls & Fences

A. **Location**

1. Fences may be built directly along a property line; however, fences shall not encroach into the public right-of-way, and not into easements that otherwise prohibit the installation of fences (e.g., drainage and utility easements).

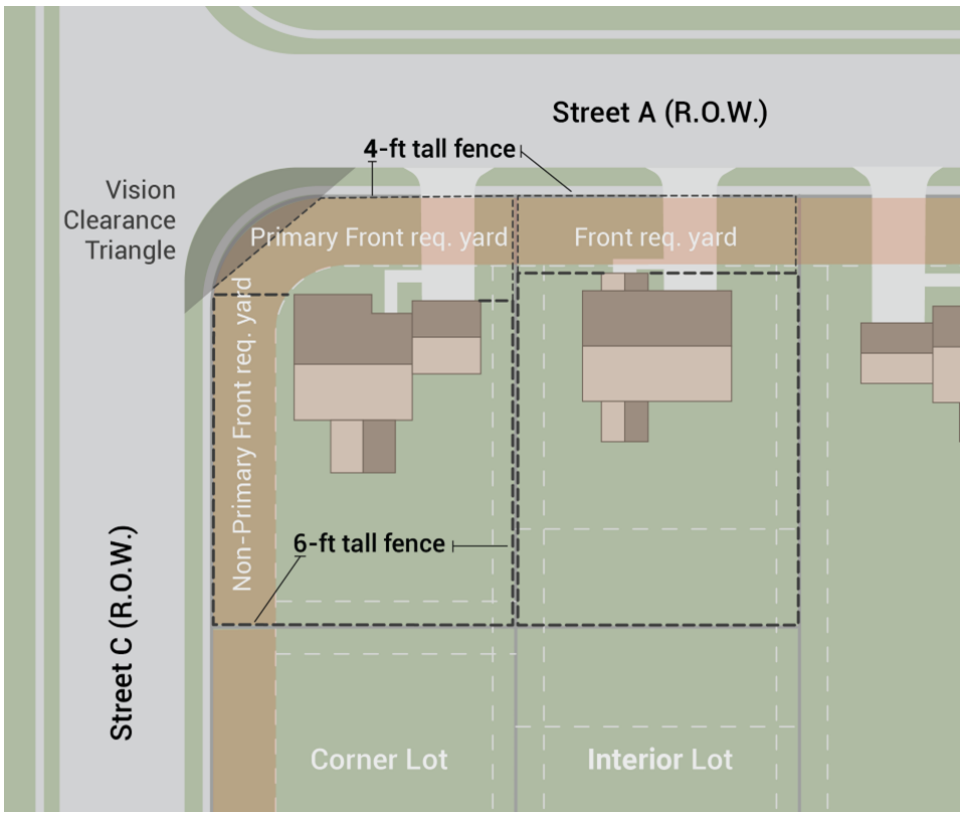
~~2. Lots with multiple street frontages shall follow Sec. 6.16.2.C. Multiple Street Frontages for determining the front yard and secondary front yard requirements.~~



B. **Standards**

Wall or fence height is measured from the topmost point of the fence to the grade of the ground adjacent to the wall or fence. The following standards shall apply, unless required or permitted in this UDO otherwise:

Wall or Fence Location	Max Height	Openness	Trees[1]	Shrubs[2]
Within a required primary front yard of a residential zoning district and a required front yard of any zoning district ~~and a secondary front yard of any commercial district. Industrial zoning districts not included.~~ except for industrial zoning districts. (See Illustration below).	4’	50%	-	-
Within a ~~secondary~~ required non-primary front yard of a one- or two ~~single~~ family residential ~~corner~~ lot (See Illustration below).	6’	Opaque > 50%	2 per 10 ft.	5 per 15 ft.
			1 per 10 ft.	3 per 10 ft.
Within a required or established side or rear yard of a one- or two ~~single~~ family residential lot. Perimeter wall or fence around a residential subdivision.	6’	-	-	-
Within a required or established side or rear yard in a mixed use, commercial, and non-residential districts	6’	-	-	-
Enclosing an institutional ~~use~~ or ~~a business or~~ an industrial ~~property~~ use.	8’	May consist of open mesh	-	-



C. Fence Installation

Walls and fences shall be constructed with the non-structural (e.g., posts, beams) facing outward (e.g., toward the property line). Walls or fences on a property line in which two (2) or more property owners share in the expense of the wall or fence, shall not be subject to this provision.

D. Vision Clearance

Walls and fences shall meet all the requirements of *Article 6.20. Vision Clearance Standards*.

E. Landscape Easement & Common Area.

1. Where landscape easements and/or common areas are established on the perimeter of a project along adjoining streets, fences or walls installed by the developer or owner shall be consistent in size, shape, character, and design.
2. Where landscape easements and/or common areas are established on the perimeter of a project along adjoining streets, all required landscaping shall be located outside any fence or wall.

F. Proximity to Lakes, Ponds, or Waterways

1. Walls and fences shall not be built within 15 feet of the top of bank of any lake, pond, or waterway.
2. Walls or fences shall not be built within easements for lakes, ponds, or waterways.
3. This provision does not apply to retaining walls that do not obstruct access.

G. Athletic Facilities

Fences used for ball diamonds, tennis courts, or other similar uses shall be exempt from the height limitation, but shall be subject to the minimum setback standards for the zoning district in which it is located.

H. Maintenance

1. Walls or fences are required to be properly maintained and kept in good repair always.
2. Walls and fences shall be maintained by the owner of the real estate and their successors in title.

I. Safety Restrictions

Except where used for agricultural purposes or City facilities, fences and walls shall not incorporate barbed wire, security wire, sharpened top spikes, electrified wires or the like.

J. Safety Fencing

1. The Director may require that safety fencing be placed around all construction sites or other hazards presenting an immediate danger to the public health, safety and welfare.
2. Construction fencing shall be consistent throughout the property, shall be in place at the time construction activity begins and shall be removed upon issuance of a Certificate of Occupancy. Removal of safety fencing when necessary for work or access during operational hours is permitted, but the fencing shall be replaced when the site is not occupied or is not operational.
3. Temporary utility fencing (e.g. barrier fencing, snow fencing, etc.) may be erected to address short-term environmental and safety situations, and shall be removed upon the cessation of the conditions it was installed to address or upon the order of the Director.

K. Declaration of Covenants

Property owners are advised to refer to their subdivision's Declaration of Covenants, which may impose greater restrictions than are found in the UDO.

L. Chain-link Fences

1. Chain-link fences shall be vinyl-coated.
2. Slats are prohibited in chain-link fences.
3. Chain-link fences shall only be erected in side or rear yards, and are prohibited adjacent to any street right-of-way and in any required front yard.
4. Chain-link fences shall be permitted in the front yard of an industrial zoning district.

CHAPTER 8. SUBDIVISION & PLANNED UNIT DEVELOPMENT DESIGN STANDARDS

Article 8.4. Open Space, Common Area & Amenity Standards

Contents:

Sec. 8.4.1 Purpose & Intent
Sec. 8.4.2 Applicability
Sec. 8.4.3 Ownership, Operation, & Maintenance
Sec. 8.4.4. Common Area
Sec. 8.4.5. Perimeter Landscaping
Sec. 8.4.6. Open Space
Sec. 8.4.7. Conservation Development

Sec. 8.4.1. Purpose & Intent

A. The purpose and intent of this Article is to ensure green space is preserved for aesthetic quality in the community, while providing standards that will create a strong identity and character by creating greenspace and amenities that will ensure that open space is activated for recreation and used in a purposeful manner.

Sec. 8.4.2. Applicability

A. The standards of this Article shall apply to all types of development and redevelopment, including but not limited to: Planned Unit Developed District Ordinances, Development Plans, Primary and Secondary Plats.

B. The ownership and future maintenance of any required open space, common areas, development amenities shall be documented and recorded prior to the issuance of any permits for land development.

Sec. 8.4.3. Ownership, Operation, & Maintenance

All open space, common area and amenities shall be owned, operated and maintained in perpetuity by an owners' association, condominium association, or similar legal entity. A legally binding mechanism shall be utilized to collect fees to maintain all common areas as originally designed and committed to the City.

Sec. 8.4.4. Common Area

A. **General**

1. **Requirement:** All development is required to have perimeter landscaping, open space, conservation, detention, retention, and/or drainage ways. All development that electively has amenities in the development or on private streets shall designate those areas as common area on the Primary Plat, Improvement Location Permit or within the Planned Unit Development District Ordinance.

2. **Ownership.** Where a common area is designated in a PUD, a plat or a Development Plan, an owner's

association shall be formed and shall be required to provide necessary maintenance to said common areas.

3. **Site Features that Do Not Qualify as Open Space.** The following features shall not count toward the minimum open space requirement, unless they are preserved as conservation areas (see *Sec. 8.4.7B. Conservation Development*).
   a. Floodway: The floodway of any stream, regulated drain, river or other water body;
   b. 100-year Floodplain: The 100-year floodplain of any stream, regulated drain, river or other water body;
   c. Steep Slopes: Any area with slopes exceeding a 25% grade;
   d. Wetlands: Any wetlands on the development site.

B. **Design Elements**

1. **Fences and Walls.** A fence or wall that was installed as a part of the original development shall be maintained (e.g. finish, materials, location, and size). New fences or walls installed in common areas shall be of uniform design throughout the common area and shall be substantially like fences or walls established elsewhere within the development.
2. *Landscaping.*
   a. Street Trees: One (1) canopy tree per 40' of common area shall be required. Street trees shall not be planted in the planting strip, and shall be planted 10 feet from the sidewalk.
   b. Replacement: Any plant materials that were installed within a common area shall not be removed unless diseased or dead. If landscaping is removed, an equivalent type of replacement plant shall be installed. Additionally, a minimum of 2/3 of the diameter at breast height (DBH) of the removed landscaping shall be installed, whether as one plant or multiple plants.
   c. Additional Landscaping: Additional landscaping may be added to common areas if it is outside an easement that prevents that activity.

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 8.4.5. Perimeter Landscaping

A. *General Requirements*

1. Perimeter plantings shall be a roughly equal mix of deciduous canopy trees and evergreen trees.
2. Trees and shrubs shall be prorated and rounded up to the nearest whole number for every foot over the initial 100 feet.
3. To the greatest extent possible, trees and shrubs shall be planted in clusters or irregular patterns; and combined with, mounds, walls and fences.
4. All required plant materials shall be located on the street-side of any fence or wall established within the perimeter landscaping area.
5. Additional landscaping may be added to common areas if it is outside any easement that prevents that activity.

B. *Number of Trees and Shrubs Required*

8.4.5 Number of Trees and Shrubs Required		
	Development Trees per 100'	Shrubs per 100'
Where no fence or wall is located	9	~~10~~ 33
Along a solid decorative fence	4	~~5~~ 16
Along a masonry wall	6	~~7~~ 16
Non-residential development	6	~~5~~ 16

C. **Location**

1. The perimeter landscaping standards shall apply to any portion of a residential development that abuts an expressway, interstate highway, primary arterial, secondary arterial, or collector.
2. The perimeter landscaping area shall be at least 20 feet in depth and of the length of the frontage. Perimeter landscaping area, including walls and fences, and berms shall be in a common area or landscape easement controlled by the developer or owners' association.

D. **Perimeter Walls and Fences**

1. Perimeter walls and fences shall be constructed of masonry, stone, wood, metal, or synthetic material that simulate natural materials.
2. The minimum height of a perimeter wall or fence shall be 36 inches, and the maximum height shall be 72 inches.
3. Perimeter walls and fences installed by the developer or owners' association shall be consistent in size, shape, character, and design.

E. **Berms**

1. Berms shall be a minimum of three (3) feet in height.
2. Maximum side slope shall not exceed a 3:1 ratio.
3. Engineering design requirements shall determine the setback of the berm from the right-of-way line of a public or private street and from the property line of an adjoining property

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

Sec. 8.4.6. Open Space

A. **Connectivity**

1. Open space shall have direct access to the citywide bicycle and pedestrian circulation system. Sidewalks, paths, or other pedestrian ways will provide connections between buildings, land use areas and adjacent to existing and new development, connecting residential, office and retail/commercial areas.
2. Sidewalks, paths, or other pedestrian ways shall provide access to all open space, common area and amenities within a development and adjacent developments. Shared access easements (see also *Sec. 10.2.11 Easements*) shall be required when open space access crosses another parcel.

B. **Conservation Area**

Any conservation area required below that is not specifically excluded per *Sec. 8.4.4.A.2. Site Features that Do Not Qualify as Open Space* shall count towards the secondary open space requirements in *Sec. 8.4.6.D.1.b. Secondary Open Space*. In addition, Conservation developments may receive the incentives listed in *Sec. 8.4.7. Conservation Development*.

1. **Intensity Bonus.**
   a. Land proposed to be developed that has environmental features shall conserve those features. In conjunction with that conservation, the developer may be granted development incentives to offset the requirement (see Sec. 8.4.7. Conservation Development).
   b. Environmental features that qualify as conservation areas do not include watercourses, floodways, natural lake surfaces, or slopes over 25% grade. These features are considered undevelopable and no intensity bonus shall be granted for these areas.

2. **Determination of Environmental Features.** The following are deemed qualifying environmental features:
   a. Woodland area;
   b. Natural lake filtration strips;
   c. Riparian corridors for a river or stream; or
   d. Wetlands.
3. **Conservation of Environmental Features.** The following standards apply:

Total Site (%) with Environmental Feature	Conservation % of the Environmental Feature In Perpetuity	Structure Setback from the Environmental Feature
20% or less	100%	15'
More than 20% but less than 50%	25%	15'
50% or more	35%	15'

C. **Minimum Open Space**

The minimum open space required for each development shall be provided as described in the following table:

Minimum Open Space	
Zoning District and Development Type	**Minimum Open Space Required**
ER & R1	5%
R2 & R3	10%
R4 & R5	15%
MF & PUD	20%
Optional Conservation Residential Development	40%

D. **Open Space Allocation.** In allocating land for required open space, the following hierarchy of primary and secondary open space applies.

1. **Primary Open Space:**
   A minimum of 50% of the required open space ~~must come from one (1) or more of the following requirements:~~ shall be designed as Salutogenic Amenities (SA), consistent with the Open Space Guide. In addition to meeting requirements of the Open Space Guide, these amenities shall meet the following standards:

   a. **Size.**
      i. A Regular Salutogenic Amenity shall be at least 0.3 acres.
      ii. A Community Salutogenic Amenity shall be at least 0.5 acres.

   b. **Spacing and Amount.** Regular and Community Salutogenic Amenities shall be provided in a way that allows dwelling units to be located within a certain walking distance from the said amenities. The required number of Regular and Community amenities shall be determined based on the residential lot size and the walking distances as provided in the table below.

   c. **Salutogenic Amenities Outside of the Development.** If there is an amenity located outside of the proposed development that meets the definition of a Regular or Community SA and is in a walkable distance as defined in this UDO, it may be used to satisfy the required amount and spacing of the amenities.

   d. **Additional Primary Open Space.** If the minimum required open space area has been exhausted and no other Salutogenic Amenities outside of the development can help the development meet the Spacing and Amount standard in this Section, then the developer shall allocate more open space to

comply with the Spacing and Amount requirement.

SPACING AND AMOUNT OF REQUIRED SALUTOGENIC AMENITIES	
Residential lot size	**Required amenities**
0.20-acre or smaller SFR + all multifamily	100 % of dwelling units shall be within a 3,960-foot walking distance* of any Community SA **and** 100 % of dwelling units shall be within a1,320-foot walking distance** from any Regular SA.
0.21-0.3 acres	100 % of dwelling units shall be within a 3,960-foot walking distance of any Community SA **and** 75 % of dwelling units shall be within a 1,320-foot walking distance from any Regular SA.
0.31-0.5 acres	100 % of dwelling units shall be within a 3,960-foot walking distance of any Community SA and 50 % of dwelling units shall be within a 1,320-foot walking distance from any Regular SA.
0.51 + acres	100 % of dwelling units shall be within a 3,960-foot walking distance of any Community SA. Regular SA amenities not required.
* A 3,960-foot walking distance is 0.75 miles which is about a 15-minute walk. ** A 1,320-foot walking distance (or 0.25 miles) is about a 5-minute walk.	

a. ~~Multi-use trails and/or greenways that are connected to the City of Fishers Bicycle and Pedestrian Master Plan. Trails already required along the roadways shall not qualify as primary open space;~~
b. ~~A custom park, neighborhood park, or mini park as described in the Comprehensive Plan;~~
c. ~~Pools, recreational amenities, common patios, and/or plaza with outdoor seating areas and amenities;~~
d. ~~Play area, play grounds, and/or outdoor active areas for children and families;~~
e. ~~Spaces that provide educational, historic, cultural, and/or sensory experiences; such as sculptural gardens, soundscapes, and interactive water features;~~
f. ~~Detention and retention areas that are designed in such a way that they are located and used for the benefit of the public as an amenity to the development with low impact landscaping and pedestrian amenities, as determined by the Director;~~
g. ~~Conservation areas with pedestrian amenities, trails, or other recreational features, as determined by the Director.~~

2. **Secondary Open Space:** ~~The following are considered secondary open space areas and may be included as required open space once the maximum of the primary open space areas is exhausted:~~ Once the primary open space area is exhausted and developed per subsection 8.4.6.D.1 Primary Open Space, the remaining open space may be considered secondary open space and be developed as a Regular Salutogenic Amenity that is not required to meet the minimum area size. The following areas may count up to 10 % of the total minimum required open space:
   a. Third party regulated utility easements (e.g. gas or oil pipelines) that existed prior to development; and
   b. Buffer yard and street frontage landscaping area.

   ~~a. Detention or retention areas, if it does not comply with the standards above;~~
   ~~b. Third party regulated utility easements (e.g. gas or oil pipelines) that existed prior to development; and~~
   ~~c. Buffer yard and street frontage landscaping area.~~

E. **Drainage Areas**

Detention and retention areas cannot be calculated towards the open space percentage requirement unless it is integrated into the overall open space design as a Salutogenic Amenity. ~~such that the use provides a site design amenity, as determined by the Director.~~

F. **Alternative Open Space Standard**

The developer may propose alternative forms of open space not specifically identified in this Article. Such proposals for alternative forms of open space shall be subject to approval per *Sec. 10.2.1 Administrative Alternate*.

G. **Payment-in-lieu**

If the Director determines there is ample open space in close proximity to a new development, open space requirements can be lowered in exchange for fees to be applied to the nearby regional park; with such fees to be standard fees established by resolution, from time to time, by City Council.

(Ord. 012120C, 02/17/2020)

Effective on: 2/17/2020

Sec. 8.4.7. Conservation Development

A. **Purpose & Intent**

The purpose and intent of this Section is to provide inventive-based development to:

1. Prevent the unnecessary cutting, removal or killing of trees in wooded areas;
2. Prevent the unnecessary cutting, removal or killing of specimen trees; and
3. Promote and maintain a high level of community aesthetics through the conservation and planting of trees.
4. Protect critical habitats which contain rare, threatened or endangered species, wooded 100-year floodplains, wooded wetlands and wooded slopes, wooded or partially wooded stream corridors with drainage areas greater than 50 acres, and riparian areas.

B. **Prerequisites**

1. The parent tract must have a natural amenity covering at least 20% of the parent tract; and the most significant natural amenities on site must be preserved; or
2. If a natural amenity does not exist, then a woodlot must be created as per *Sec. 8.4.6. Open Space.*
3. Tree Conservation Areas shall be protected within Common Areas and are not allowed to be placed on private Lot home-sites.

C. **Development Standards Incentive**

Conservation development offers smaller lot sizes with reduced setbacks in exchange for preserving existing trees, wooded areas, and creating larger common open space. Developers that choose to use the conservation development option must set aside 40% of the total project area as common open space. Requirements for the open space standards are provided in *Sec. 8.4.6. Open Space.* The incentives for conservation development are:

1. Reduce Lot width by 20%
2. Reduce setbacks all by 5 feet

D. **Preservation of Existing Healthy Trees**

The preservation of an existing healthy tree shall constitute an in-kind credit toward meeting the landscape requirements in this UDO. The healthy tree shall be measured per arborist standard of measurement (Diameter at Breast Height (DBH)) in this preservation area. A credit shall be given per tree that contributes

to and satisfies similarly the intent of *Sec. 8.4.5. Perimeter Landscaping* of the UDO. The following credits shall be granted for an existing tree as follows:

1. For each preserved deciduous tree over four (4) inches but less than eight (8) inches DBH a credit for three (3) deciduous trees shall be granted.
2. For each preserved deciduous tree of at least eight (8) inches but less than 12 inches DBH a credit for four (4) deciduous trees shall be granted.
3. For each preserved deciduous tree of at least 12 inches DBH a credit for five (5) deciduous trees shall be granted. The Director may grant larger credits for trees over 12 inches DBH upon request.
4. Each preserved evergreen tree of at least six (6) feet tall but less than 10 feet tall shall be granted credit for two (2) evergreen trees.
5. Each preserved evergreen tree of at least 10 feet tall shall be granted credit for three (3) evergreen trees. The Director may grant larger credits for evergreen trees over 10 feet tall upon request.

E. **Preservation of the Natural Landscape**

If preserving the natural landscape is chosen, prior to construction on or removal of trees from a wooded area, the following standards apply:

1. **Tree Conservation Plan:** Provide a Tree Conservation Plan outlining strategies for retaining, protecting and replanting trees on a site. The Indiana Department of Natural Resources can provide guidance. Prepare a Tree Conservation Map that outlines existing tree cover, priority protection areas, proposed grading, utility installation, and proposed protective devices.
2. **Designated Conservation Areas:** Within designated conservation areas, no trees with a DBH more than six (6) inches or evergreens eight (8) feet or more in height shall be removed from any lot unless trees are:
   a. Within the building site pad;
   b. Within 15 feet of the perimeter of the primary structure or accessory structures;
   c. Between the front of the primary structure and the interior roadway of the subdivision;
   d. Required to be removed to comply with safety requirements of any governmental agency; and/or
   e. Required to be removed to install utility infrastructure.
3. Trees removed from designated conservation areas to facilitate the installation of utilities shall be replaced in a quantity consistent with the trees removed. For example, if a six-inch (6”) caliper tree is removed, the developer shall replace such tree by installing three (3), two-inch (2”) caliper trees or two (2), three-inch (3”) caliper trees to total the caliper of the trees removed. If the utility installation prevents the trees from being replaced within the conservation area, the Tree Conservation Plan shall include the area in which the replacement trees are to be planted.
4. **Tree Conservation Areas:** Tree conservation areas shall be a minimum of 35 feet wide and minimum contiguous area of 10,000 square feet. Tree conservation areas shall be protected within Common Area. The Director may approve smaller areas that are determined to be of significant value.
5. **Violation of the Tree Conservation Plan.** Once the Tree Conservation Plan has been established, any person who violates the Tree Conservation Plan and improperly removes trees shall be required to reestablish such trees consistent with the trees removed. For example, if a six-inch (6”) caliper tree is removed, the builder may reestablish such tree by installing either two (2) six-inch (6”) caliper trees or three (3), three-inch (3”) caliper trees to replace the caliper of the trees removed. Under no circumstance will a tree less than three-inches (3”) in caliper be permitted as a replacement tree.

F. **Construction Fencing**

Prior to construction around a conservation area, the following standards apply:

1. Install highly visible construction fencing (e.g. orange barrier fencing) at least three (3) feet outside

the dripline of the trees being conserved.

2. Avoid injuring roots when installing anchoring posts for fencing.
3. Signs should be posted clearly identifying the plant protection zone.
4. If a portion greater than 30% of the area within the drip line is unavoidably impacted, developer shall install a root aeration system, tree well, retaining wall or raised boardwalk as appropriate permanent protection.

G. **Construction in Riparian Areas**

Prior to construction in a riparian area:

1. The applicant shall work with the Department regarding conservation of riparian areas on site.
2. Establish or enhance forest buffers of at least 50 feet wide adjacent to intermittent and perennial streams.
3. Newly planted trees and shrubs shall be species native to central Indiana.
4. Trees sizes may be a minimum of one-inch (1”) caliper unless otherwise approved by the Director.
5. For optimal survival and unless irrigated with an automatic system, planting should occur in the spring or autumn.
6. Coordinate with Hamilton County if the riparian area is near or along a legal regulated drain.

H. **Created Woodlot**

If a property does not have any environmental features or existing wooded area, a created woodlot that complies with the purpose of this Section can utilize the incentives by establishing a created woodlot protected in a Common Area based on the following:

1. A created woodlot shall replicate a quality Indiana forest using indigenous trees.
2. Created woodlots shall include a minimum of:
   a. 1/3 minimum two-inch (2”) caliper trees; and
   b. 1/3 minimum three-inch (3”) caliper trees.
3. Created woodlots shall be at least one (1) contiguous acre in area.
4. Created woodlots shall be at least one-quarter (¼) hardwood trees. The use of evergreen trees is limited to a maximum of 15% of the total number of trees planted.
5. Ornamental or dwarf trees shall not be utilized.
6. Created woodlots have at least six (6) caliper inches per 400 square feet.
7. A licensed landscape architect or a licensed arborist shall prepare the Planting Plan and determine the indigenous species to be planted.
8. Irrigation shall be provided if prescribed and as prescribed by the landscape architect or arborist recommendation.
9. A three (3) year maintenance agreement shall be drafted with an independent arborist to ensure the health of the trees.

(Ord. 081919D, 08/19/2019)

Effective on: 8/19/2019

ORDINANCE NO. 031725C

**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-25-3 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 4 (Exhibit A), Chapter 6 (Exhibit B), and Chapter 8 (Exhibit C).

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.

ORDINANCE NO. 031725C

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 4

Exhibit B

Unified Development Ordinance
Chapter 6

Exhibit C

Unified Development Ordinance
Chapter 8

Council Action Form

MEETING DATE	March 17, 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)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #: 022425D		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

BACKGROUND (Includes description, background, and justification)	In 2021 the City of Fishers completed their first five-year update to the Fishers 2040 Comphrensive 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 torwards 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 *Deny Approval* Option)	1.	Hold Final 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. Ordinance 2. Chapter 6. Summary & Implementation 3. Throughfare Plan

Form Revised: 03/20/2019

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.

FISHERS 2040
A Framework for Our Future

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 summarize 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 10.2.16.1.	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 113th 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 opportunites for future redevelopment at 131st Street and Brooks School Road area.		2021 Comp Update designated as Core Residential	ED	P&Z
LU-1.3.4. Assess opportunites to integrate attached residential product within a mixed use development at the northeast corner of Hoosier Road and 116th 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 126th 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 Olio Road and Atlantic Road to set a vision for future redevelopment and attract future employment.		2021 Comp Plan designated as Suburban Residential & Flex Emplyment / R+D. Abbott Commons rezone 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 116th 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

	Status	Notes	Lead by	Supported by
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 Architectual 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 incrased 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 resouce	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 Maintenance 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 Citys' 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 Architectual 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	
H N-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.I0.	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.I0.	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 & Greenway Design Standards	P&Z	
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.	✓	202I 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

Infrastructure – Pedestrian, Bicycle, Trails	Status	Notes	Lead by	Supported by
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, 106th 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 116th 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 116th 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 121st 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 initative (WRROI) 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, 106th, Fishers Pointe, South, North, Lantern, 126th, 131st, 141st 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 116th Street) to Exit 210 (Southeastern Parkway) as it related to vehicular connectivity both existing and proposed interchanges.		Thoroughfare Plan includes furture 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 116th 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, 116th 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.		Coverted 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 (WRROI) 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.		2025Trail 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 Jubillee, & 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 Initative (WRROI) 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 (WRROI) 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 Scuplture, 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 Mortgate, 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.I.	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. 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-1.1.3. 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 Murials	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 athlletic 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.		Compsting 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 (WRROI) 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 (WRROI) 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 composting 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 arks. 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.**

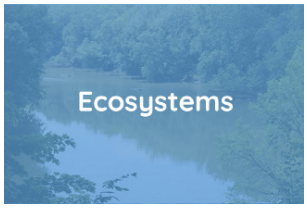
The new DPW trailer that houses the two battery-powered lawn mowers, Spring 2022.

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

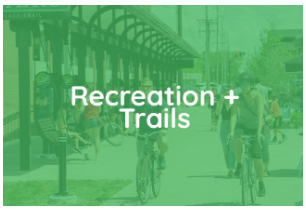
Structure and objectives are based from the Regional Open Space Strategy (ROSS) Green Futures Research and Design Lave of the

The structure of the Fishers Environmental Working Group includes four subgroups.



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.

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 efficent factors.



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.

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)

FISHERS
ENVIRONMENTAL WORKING GROUP

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) practives 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 efficieny, 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 Waterfront 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 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 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 Beautiful, 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 it accreditation 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 Community 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)
- 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)

FISHERS ARTS + CULTURE COMMISSION

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	Complete	Fishers Municipal Center		
FACC-1.2.1. Incorporating arts and culture experiences into the expansion of trails in Fishers	Maintenance			

"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	Underway			
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	Complete	Increased to $75,000		
FACC-2.2.3. Promoting other sources of funding for creative and cultural leaders	Future			
FACC-2.2.4. Ensuring funding of maintenance for existing public art	Future, then maintenance			

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 DISABILTY

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 Leaners employee, a family member or caretaker of an individual living with a disability, a local employer who actively employes 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 componet 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 priorites and strategies to address the various challenges** and needs facing the disability community."

— City of Fishers Ordiance 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)

FISHERS
ADVISORY COMMITTEE ON DISABILITY

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:		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-1.1.3. MDAM Kickoff Event				
FACD-1.1.4. My Point of View (MPOV) Day				
FACD-1.1.4. Ally Toolkits				
FACD-1.2.1. Provide Strategic Direction and Guidance of the following:		Completed Accessible Housing Report	City Staff (P&Z)	FACD
FACD-1.2.2. Fishers ADA Transition Plan				
FACD-1.2.3. Any similar programming created by the City				
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. I22021. 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 compromised of eleven (II) 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 (I) nominated by the American Legion Post 470, one (I) 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. I22021 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)

FISHERS
ARMED SERVICES COMMISSION

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	Maintenance Maintenance Maintenance Maintenance Maintenance Future, then maintenance	Updated pole banner design to accommodate more requests Vietnam War Veterans Day addedd 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	Underway Underway	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 ogf 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	Maintenance Future, then maintenance	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	Maintenance Maintenance Future, then maintenance	Annual Graduate Breakfast held for graduating seniors with intent to enter military service. Graduates recieve a cord for graduation gown for graduation ceremony	FASC	City Staff

FISHERS MENTAL HEALTH ACTION TEAMS

FISHERS
HEALTH DEPARTMENT

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.

Stigma Free FISHERS

CredibleMind

Credible Mind in parternship with Stigma Free Fishers is a resouce 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.

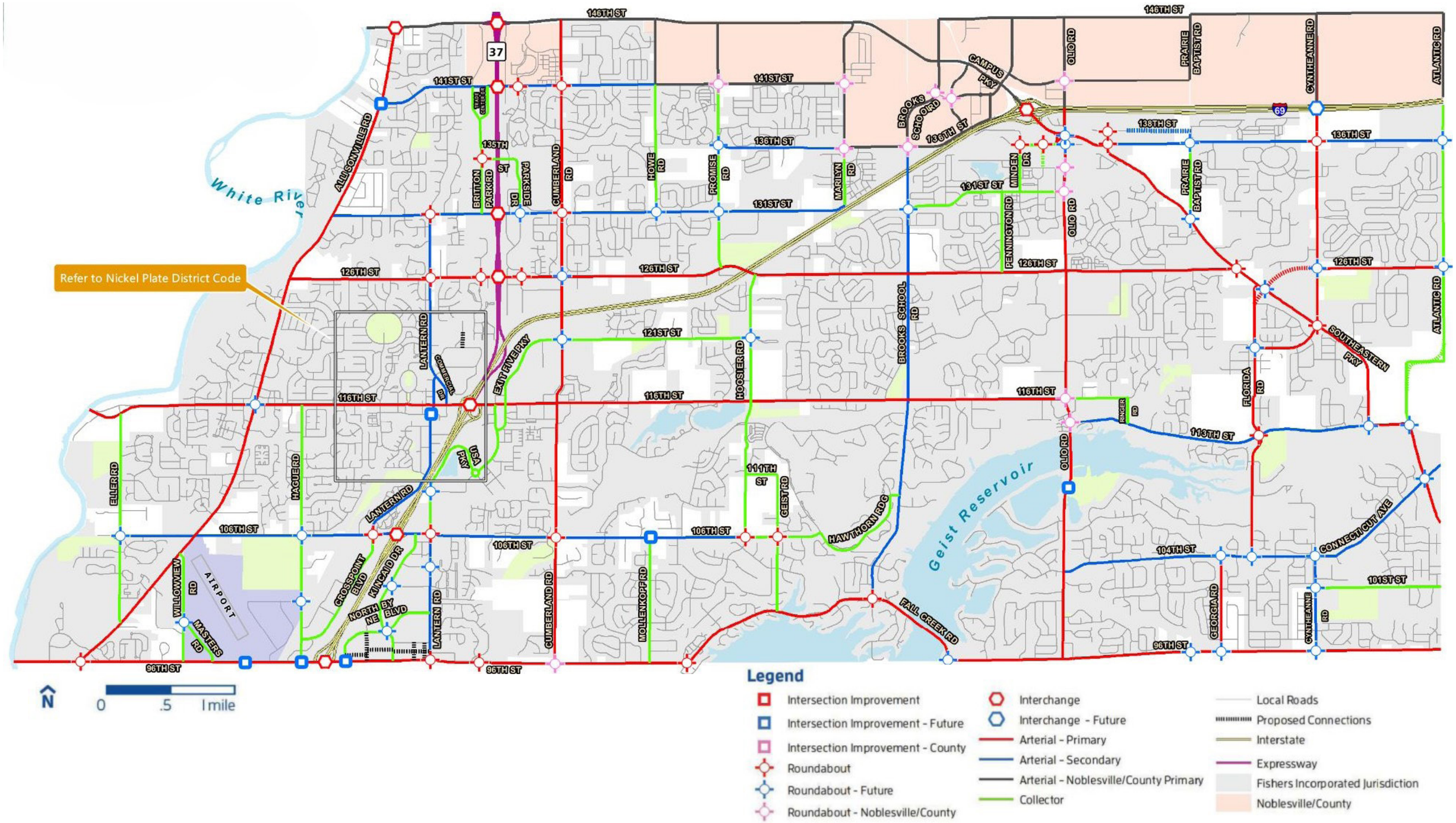
PURPOSE

To foster a community environment that helps people explore and find their passion, purpose, and a sense of belonging."

Objectives include the ability demonstrate howpurpose 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 favorable recommendation to the Fishers City Council by a vote of 8 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.

ORDINANCE NO. 022425D

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 _17th_ day of March_2025 at _____p

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ ___**March 17, 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

Exhibit A

Chapter 6. Summary & Implementation Chapter & Throughfare Plan

ORDINANCE NO. 022425D

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WHEREAS, the Plan Commission at its March 5, 2025 meeting sent a favorable recommendation to the Fishers City Council by a vote of 8 in favor and 0 opposed;

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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.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers, Indiana, this **17th** day of **March**, 2025.

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

031725D

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 **17th** day of **March 2025**, at 8:00 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ **March 17, 2025**
Scott A. Fadness, Mayor **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 46675428.1

Exhibit A

Chapter 6. Summary & Implementation Chapter & Throughfare 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.

FISHERS 2040
A Framework for Our Future

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 summarize 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 10.2.16.1.	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 113th 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 opportunites for future redevelopment at 131st Street and Brooks School Road area.		2021 Comp Update designated as Core Residential	ED	P&Z
LU-1.3.4. Assess opportunites to integrate attached residential product within a mixed use development at the northeast corner of Hoosier Road and 116th 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 126th 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 Olio Road and Atlantic Road to set a vision for future redevelopment and attract future employment.		2021 Comp Plan designated as Suburban Residential & Flex Emplyment / R+D. Abbott Commons rezone 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 116th 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

	Status	Notes	Lead by	Supported by
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 Architectual 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 incrased 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 resouce	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 Maintenance 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 Citys' 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 Architectual 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	
H N-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.I0.	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.I0.	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 & Greenway Design Standards	P&Z	
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.	✓	202I 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

Infrastructure – Pedestrian, Bicycle, Trails	Status	Notes	Lead by	Supported by
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, 106th 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 116th 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 116th 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 121st 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 initative (WRROI) 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, 106th, Fishers Pointe, South, North, Lantern, 126th, 131st, 141st 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 116th Street) to Exit 210 (Southeastern Parkway) as it related to vehicular connectivity both existing and proposed interchanges.		Thoroughfare Plan includes furture 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 116th 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, 116th 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.		Coverted 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 (WRROI) 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.		2025Trail 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 Jubillee, & 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 Initative (WRROI) 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 (WRROI) 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 Scuplture, 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 Mortgate, 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.I.	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. 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-1.1.3. 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 Murials	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 athlletic 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.		Compsting 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 (WRROI) 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 (WRROI) 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 composting 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 arks. 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.**

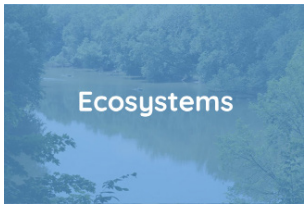
The new DPW trailer that houses the two battery-powered lawn mowers, Spring 2022.

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.



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.

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 efficent factors.

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.

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)

FISHERS
ENVIRONMENTAL WORKING GROUP

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) practives 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 efficieny, 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 Waterfront 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 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 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 Beautiful, 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 it accreditation 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 Community 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)
- 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)

FISHERS ARTS + CULTURE COMMISSION

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	Complete	Fishers Municipal Center		
FACC-1.2.1. Incorporating arts and culture experiences into the expansion of trails in Fishers	Maintenance			

"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	Underway			
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	Complete	Increased to $75,000		
FACC-2.2.3. Promoting other sources of funding for creative and cultural leaders	Future			
FACC-2.2.4. Ensuring funding of maintenance for existing public art	Future, then maintenance			

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 DISABILTY

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 Leaners employee, a family member or caretaker of an individual living with a disability, a local employer who actively employes 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 componet 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 priorites and strategies to address the various challenges** and needs facing the disability community."

— City of Fishers Ordiance 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)

FISHERS
ADVISORY COMMITTEE ON DISABILITY

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:		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-1.1.3. MDAM Kickoff Event				
FACD-1.1.4. My Point of View (MPOV) Day				
FACD-1.1.4. Ally Toolkits				
FACD-1.2.1. Provide Strategic Direction and Guidance of the following:		Completed Accessible Housing Report	City Staff (P&Z)	FACD
FACD-1.2.2. Fishers ADA Transition Plan				
FACD-1.2.3. Any similar programming created by the City				
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 compromised of eleven (II) 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 (I) nominated by the American Legion Post 470, one (I) 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.II0 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)

FISHERS
ARMED SERVICES COMMISSION

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	Maintenance Maintenance Maintenance Maintenance Maintenance Future, then maintenance	Updated pole banner design to accommodate more requests Vietnam War Veterans Day addedd 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	Underway Underway	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 ogf 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	Maintenance Future, then maintenance	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	Maintenance Maintenance Future, then maintenance	Annual Graduate Breakfast held for graduating seniors with intent to enter military service. Graduates recieve a cord for graduation gown for graduation ceremony	FASC	City Staff

FISHERS MENTAL HEALTH ACTION TEAMS

FISHERS
HEALTH DEPARTMENT

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.

Stigma Free FISHERS

CredibleMind

Credible Mind in parternship with Stigma Free Fishers is a resouce 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.

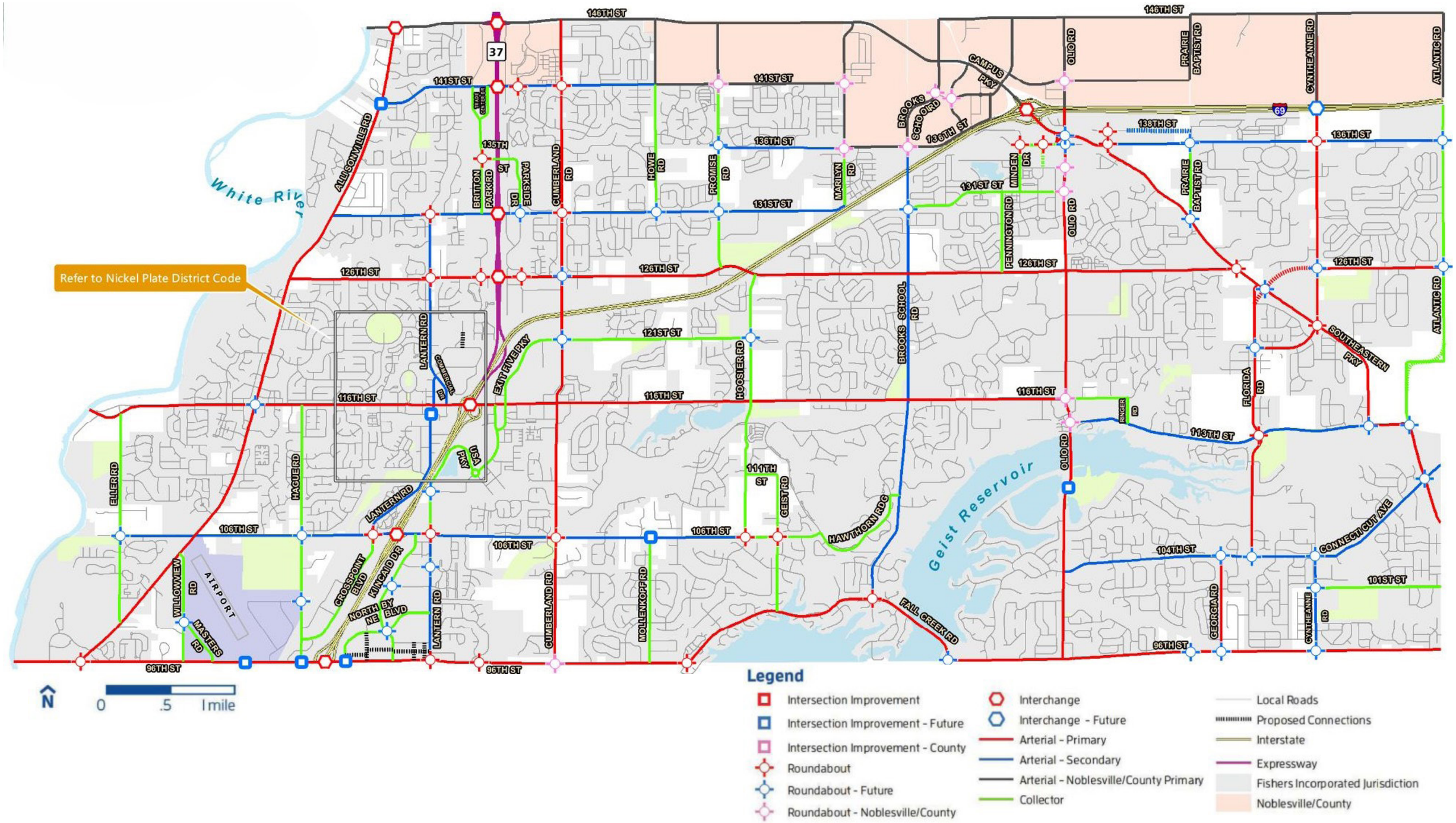
PURPOSE

To foster a community environment that helps people explore and find their passion, purpose, and a sense of belonging."

Objectives include the ability demonstrate howpurpose 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



Council Action Form

MEETING DATE	March 17, 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)	☐1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #: 022425D		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. Check all applicable boxes pertaining to contracts)	☐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	

Form Revised: 03/20/2019

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:*	

BACKGROUND (Includes description, background, and justification)	In 2021 the City of Fishers completed their first five-year update to the Fishers 2040 Comphrensive 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 torwards 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 *Deny Approval* Option)	1.	Hold Final 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. Ordinance 2. Chapter 6. Summary & Implementation 3. Throughfare Plan

Form Revised: 03/20/2019

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
Email	mckenzielynch9@gmail.com
Subdivision or business name	N/A
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	Change for Florida Road and Southeastern Parkway

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.

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
Address	11316 Reflection Point Dr Fishers, IN 46037
Email	joecox2012@gmail.com
Subdivision or business name	Spyglass
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	Jan 28, 2025
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.
Would you like to receive email communications and updates from the City of Fishers?	Yes

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 respectively 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 29
2023 $468,000 4.5% 1,382 24
2022 $448,000 12.3% 1,739 14
2021 $399,000 13.7% 2,129 15
2020 $351,000 11.4% 2,289 35

2019□□$315,000□□□3.6%□□2,165□□□40
2018□□$304,000□□□□□2,107□□□42
□□□□□□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 - 720/24

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 □□$2,239□□1.3%□□ 131□□□31
2023□□$2,210□□3.2%□□ 194□□□39
2022□□$2,141□□11.8%□□ 207□□□29
2021□□$1,915□□6.7%□□ 189□□□21
2020□□$1,795□□4.8%□□ 224□□□24
2019□□$1,712□□3.9%□□ 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 home owners 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 deprecation 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 that 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 same 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

Form Name:	Public Meeting Comment Form
Submission Time:	March 16, 2025 10:31 pm
Browser:	Chrome 133.0.0.0 / OS X
IP Address:	68.39.127.149
Unique ID:	1324813253
Location:	40.0365, -86.1339

Name	Jocelyn Vare
Address	12315 Windsor East Dr Fishers, IN 46038
Email	jocelyn@propellermktg.com
Subdivision or business name	SunLake Apartments
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Proposed Rental Registry and Cap

Comment

A citizen-led Town Hall was held on March 10, 2025, to discuss the proposed Rental Registry and Rental Cap ordinance. These are the questions collected from citizens:

1. According to 2022 Housing Study, we have an overall community housing shortage. Why shouldn't the City instead help increase housing supply by removing unnecessary restrictions instead of adding new ones?

2. Affordable senior housing is needed in Fishers (according to 2022 Housing Study). What is the City of Fishers doing to increase senior housing since the rental cap limits the very housing that would be suitable for seniors?

3. Owner Occupied properties owe 1% of the assessed property value each year. Non-Owner Occupied properties owe 2%. What is the financial impact of tax collections for the City if the properties that pay the higher tax rate are limited to the 10% cap?

4. Who are the stakeholders who are advocating for the rental cap proposal? Since Fishers has an affordable housing need, who believes that this rental cap is beneficial and why?

5. If the City of Fishers is truly motivated to help with home ownership, why has so many small affordable homes been demolished for more expensive housing development?

6. Is housing discrimination a possible outcome of the proposed rental cap? The cap hinders only the prospective residents who are not interested in home ownership by limiting rental housing supply.

7. Why are local homeowners and local companies included in the proposed rental cap when the problem is said to be institutional investors? Note: The most recent Fishers home purchase by an institutional investor was January 9, 2023. In fact, these investors are selling more homes in Fishers than buying now. At least 18 investor-owned homes in Fishers have been sold since Sept 2022.

8. How specifically will the City of Fishers enforce participation in the rental registry. How will it be determined if someone is renting their home without a permit? Will Fishers residents report their neighbors? How specifically then would the reported neighbors be investigated to determine if they are renters or not? Couldn't this process impact civil rights?

9. Doesn't the rental cap infringe on citizens' property rights? Doesn't it infringe on the Loss of Use component of the 5th Amendment because the cap would remove citizens' ability to

earn income on their property? Note: The 5th Amendment limits the government's power to regulate property, requiring fair compensation for any loss of use or value.

10. Will City please refrain from any communication that insinuates that renters are harmful to a neighborhood? That is not true. The data does not prove that property values decrease if rental properties are included in a neighborhood - and it is disrespectful to renters. Note: Homes have appreciated in Fishers 66.1% over the past six years but the neighborhoods with rental restrictions currently only appreciated 46.9%. This lower appreciation rate in rental-capped neighborhoods is thought to be caused by the rental cap directly decreasing the number of buyers from the neighborhoods' potential.

Please email the city responses to these 10 questions to jocelyn@propellermktg.com and I will share with the Town Hall attendees.
Thank you.

Form Name:	Public Meeting Comment Form
Submission Time:	March 17, 2025 10:59 am
Browser:	Firefox 136.0 / Windows
IP Address:	12.116.156.230
Unique ID:	1324945462
Location:	39.7684, -86.158

Name	Christina Stenske
Address	8518 Pioneer Trail Fishers, IN 46038
Email	christinastenske1@gmail.com
Subdivision or business name	Heritage Meadows
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Parking at Heritage Meadows

Comment

My name is Christina Stenske, and I have been a resident at Heritage Meadows for over 12 years; my husband, Mark, has lived at Heritage Meadows since 1994.

We are fortunate to be able to raise our son in Fishers and take part in all the fantastic events the town has to offer.

I am writing regarding my personal experience with parking, which has increased due to an establishment that has opened in our neighborhood over the last 3 years.

In April 2024, I was driving in my neighborhood, and a middle-aged woman stopped right in the middle of the street, right on Fishers Point Blvd. When the incident happened, I honked my horn to ask her to continue to keep moving. She then moved, and I turned into my driveway on Pioneer Trail. The woman then came by my house after I parked and started to yell at me and tell me that I needed to be considerate because she stopped because someone was walking with a baby. Please note that neither a baby nor anyone else was walking when she abruptly stopped in the middle of the road. I then became defensive and told her to move along and not come back to my home. She then parked her car, got out of the car, and wanted to fight me. I asked her to move along, warning her that she would not want me to call the police. The neighbor next door could hear the chatter and came outside to intervene with this woman, at which time I called the police. She parked her car on the side of the street leading up to King Jugg, entered their establishment, and then made her way into the woods at Cheeney Creek. Once the police arrived, I informed them of what took place, and the police proceeded to look for her in the woods well into the late evening, which left my family nervous as she was in the woods hiding from the police. My family was nervous, and I was unhappy with this situation that we had to experience.

The most recent incident took place this past Friday while the St. Patrick's Day festivities were taking place. I had 3 young women park across my mailbox and sit in their car while my husband, my son, and I played outside on our front lawn with a football and basketball. The 3 young women were all smoking weed, which you could smell from the car. After about 15 minutes, they left their car, at which time I asked them to please move it. One lady approached me and shouted at me, demanding to know where I should park. I informed her that King Jugg is offering shuttle parking down the road, and they should inquire about this option. I later found out that they only offered shuttle parking on Saturday and Sunday. One of the women aggressively confronted me, trying to provoke a fight. The other 2 young ladies then approached me and called me a bitch and a cunt in front of my

12-year-old son, at which time I informed the ladies that they do not want me to respond to them, as I have class and will not have this happen in front of my son and husband. The incident happened because I asked them to move their vehicle. My husband told them to move on from my house, or he will call the police. Later, the police were called as they were parked in the common area of Heritage Meadows, as well as another vehicle parked on the grass.

These are my personal experiences that have happened as a result of poor logistic planning by King Jugg, who did not want to invest in a parking lot for their customers. Note that they have paved the parking lot leading into Cheeney Creek Trail, but it is also marked for trail users. I believe there is an open field, which I would recommend that they purchase to allow parking for their customers that frequent their establishment.

I don't mind King Jugg having an establishment in a residential neighborhood, but I expect them to respect homeowners who have lived in this area for over 30 years and not establish one without creating a parking plan before opening an establishment. I recall an article in May 2022 in which Room's Express discussed the changeover to King Jugg and discussed the patio would seat up to 50-60 people and the lawn area would hold up to 200-250 people. Recently an interview that took place with Tom Britt, CEO of the Towne Post, indicated that he can house up to 400-500 people. Where are they going to park? Does this establishment require code enforcement to accommodate such a large number of people?

I understand an establishment will be created in Noblesville as well, breaking ground in June, but the difference is they have a parking garage right across the street that will be able to accommodate the 1000+ patrons.

As a taxpayer and a long-time resident raising a family in Fishers, IN, I believe King Jugg can do better and pay for a section of parking in Fishers first before they invest more money into another location without addressing the parking situation in Fishers in a residential neighborhood.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	March 17, 2025 11:47 am
Browser:	Chrome 134.0.0.0 / Windows
IP Address:	149.154.20.120
Unique ID:	1324965417
Location:	39.9564, -85.9651

Name	June Levey
Address	12066 Cabri Ln Fishers, IN 46037
Email	Junelevey@yahoo.com
Subdivision or business name	Meadowbrook Village
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Rental Registration Proposal
Comment	My questions are in regard to the rental registration/restriction proposal. I submitted a similar question during the related webinar but have not yet gotten the response. I agree with parts of the proposal: That owners of rental properties must register and have a local contact and that owners can be fined for not maintaining the properties. Can we require rental property owners to contribute some sort of escrow account to be set aside to pay for necessary exterior maintenance if the property is not maintained? Would this not solve the problem without restricting local residents from selling their homes to whomever they choose?
Would you like to receive email communications and updates from the City of Fishers?	Yes

Fishers City Council Meeting
Minutes
March 17, 2025

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

BOARD/COMMISSION: City Council Meeting
DATE: 3/17/2025
DIRECTIONS: City Hall, 1 Municipal Drive, Fishers, IN 46038

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

1. **Meeting Called to Order with the Pledge of Allegiance**
    - Vice President John DeLucia called the meeting to order at 7:00 p.m.
    - Present were John Weingardt, Todd Zimmerman, Bill Stuart, Cecilia Coble, Brad DeReamer, Tiffanie Ditlevson, and Selina Stoller. Pete Peterson was absent.
    - Other present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Chief Ed Gebhart, Ross Hilleary, Lisa Bradford, Megan Baumgartner, Ashley Elrod, Lindsey Bennett, Jordin Alexander, Marissa Deckert, Christy Cashin, Lucas Smith, Larry Lannan, Christi Demlow, Josh Huser, Rob Demlow, Nancy Jarrell, Jill Gregory, Steve Arnold, Tory Purvis, Ross Reinhardt, Julie Smith, Tony Davis, Emile Rains, Casey Crosbie, Brayden Savoie, Fred Sched, Jenny Bealer, Jan Hinchcliffe, Sebastain Maxey, Amy Perry, Mason Cochran, Gary Levey, June Levey, Jeff Worrell, Amy Perry, Jennifer Goins, and Steve Ladig.
2. **Announcements:**
    - **None**
3. **Proclamations:** Disability Awareness Month Proclamation Video
4. **Presentations:**
    a. **Service Awards 25 years**
        i. Dennis (Scott) Zelhart
    b. **Service Awards 20 years**
        i. Justin Mattox
        ii. Jeff Hague
        iii. Rob Demlow
    - Fire Chief Ky Ragsdale presented the firefighter with their service award.
5. **Council Committee Reports**
    a. Finance Committee Report
6. **Department Reports**
    a. Health Department Report
7. **Consent Agenda:**
    a. Request to approve the previous meeting minutes for Fishers City Council – February 24, 2025

b. **R031725 -** A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
c. **R031725A** - Request to Approve Field Use Rental Agreement (Holland Park).

- John Weingardt made a motion to approve the **Consent Agenda.** Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

REGULAR AGENDA

Business/ Financial

8. **031725 -** An Ordinance Authorizing the Issuance of the City of Fishers Senior Taxable Economic Development Revenue Bonds, Series 2025 and Authorizing and Approving Other Actions in Respect Thereto (Union Project) – **1st Reading**
   - Lisa Bradford gave her presentation to the council members.
   - John Weingardt made a motion to have the **1st Reading** on ordinance **031725**. There was no remonstrance, and all members voted yay. The motion passed.
9. **031725D –** An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions in Respect Thereto**: - 1st Reading**
   - Lisa Bradford gave her presentation to the council members.
   - Todd Zimmerman made a motion to have the **1st Reading** on ordinance **031725D**. There was no remonstrance, and all members voted yay. The motion passed.

Economic Development

10. **R031725B -** Resolution Approving Third Amendment to Project Agreement (Andretti)
    - Megan Baumgartner gave her presentation to the city council members.
    - Jill Gregory from Andretti came forward to speak.
    - Todd Zimmerman, Selina Stoller, Tiffanie Ditlevson and Cecilia Coble all spoke and asked several questions.
    - They asked about the Environmental Standards, partnering with the schools for tours, and working with the Advisory Council on Disability. They thanked Andretti Racing for coming to Fishers.
    - John Weingardt made a motion to approve resolution – **R031725B**. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Government/Miscellaneous

11. **022425E -** Request to Approve Creation and Addition of Section 35.60 to the City of Fishers Code of Ordinances (Public Records Request) – **2nd Reading**
    - Lindsey Bennett gave her presentation to the city council members.
    - John Weingardt made a motion to approve ordinance **022425E**. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay.
12. **022425 -** Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule) - **2nd Reading**
    - Lindsey Bennett gave her presentation to the city council members.

- Todd Zimmerman made a motion to approve ordinance **022425**. John Weingardt motion. There was no remonstrance, and all members voted yay.

13. 031725A - Request to Approve an Amendment to Chapter 96 of the City of Fishers Code of Ordinances (Athletic Fields) - **1st Reading**

- Marissa Deckert gave her presentation to the city council members.
- Todd Zimmerman made a motion to suspend the rules and have the **1st, 2nd, and 3rd Reading** for ordinance **031725A**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay.
- Todd Zimmerman made a motion to approve ordinance **031725A**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay.

<u>Planning & Zoning</u>

14. 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) - **Final Reading**

- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to approve ordinance **022425C**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay.

15. 031725B – Consideration of a rezone of 0.51 acres from R2-Residential zoning to C-Low-Low Impact Commercial zoning. (RZ-25-3) – **1st Reading**

- Ross Hilleary gave his presentation to the council members.
- Julie Smith came forward to give her presentation and to answer questions.
- Selina Stoller would like to see some buffering between the neighbor's pool and the office building.
- John Weingardt wants to see the building use for no, to low traffic coming in and out, and no night meetings. Ms. Smith stated it would have regular business hours.
- There will be a meeting on April 17th at Delaware Township office for the surrounding neighbors.
- Selina Stoller made a motion to have the **1st Reading** for ordinance **031725B**.

16. 031725C – Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 4, 6, and 8 (TA-25-3) – **1st Reading**

- Ross Hilleary gave his presentation to the city council members.
- John Weingardt made a motion to have the **1st Reading** on ordinance **031725C**.

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) – **Final Reading**

- Ross Hilleary gave his presentation to the city council members.
- Brad DeReamer believes the developers do not follow our standards; they lower our standards. Zoning standards should be followed and not changed.
- Cecilia Coble would like to have an explanation put in place for ADA parking and explain Van accessibility.

- Todd Zimmerman made a motion to approve ordinance **022425D.** John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

REGULAR ITEMS

18. Any other Unfinished / New Business
- None

19. Community Comment
- Amy Perry came forward to speak about environmental concerns she has with Andretti being next to Ritchy Woods.
- Steve Ladig and Ross Reinhardt came forward to speak on the proposed rental cap.
- Casey Crosby came forward and spoke against the proposed Agri-Park near the airport.
- Fred Sched who lives in Heritage Meadows has issues with the parking and noise from King Jugg. There is a lack of parking for businesses in residential areas.
- Mayor Fadness said letters are going out this week to the neighbors.
- A gentleman came forward to discuss the traffic issues on Southeastern Parkway with all the new developments.
- **Online Community Comments** are available online.

20. Meeting Adjourned
- Todd Zimmerman 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 8:11 p.m.

Respectfully Submitted,

Jennifer L. Kehl
Fishers City Clerk

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: MARCH 17, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Christi Demlow	Wife to FFD/Demlow
2	Josh Hess	12863 Shakespeare Way
3	Rob Demlow	FFD
4	Nancy Jarrell	—
5	Jill Gregory	Andretti Global
6	Steve Arnold	7847 Ellipse Pkwy
7	Tory Purvis	Andretti Global
8	Ross Reinhardt	
9	JULIE SMITH	
10	Tony Davis	10926 Belle Maine
11	Emilie Rains	8498 Pioneer Trl
12	Casey Crosby	14 Manchester Dr
13	Brayden Savoie	13691 Blooming Orchard Dr.
14	Fred Scheel	8488 Pioneer Trail - Resident
15	Jenny Benner	13042 E 116th St
16	~~FFD~~	
17	Jan Hinchliff	11018 Knightsbridge Lane
18	Sebastian Maxey	13926 Wakefield Place
19	Amy Perry	106 Chippenham Ln
20	Mason Cochran	9850 Deering St
21	Gary Levey Jane Levey	12066 Cabri Lane
22	Jeff Worrell	Carmel
23	Jennifer Gains / Hidden Oaks	10600 Southeastern Pkwy
24	STEVE LADIG	
25		
26		
27		
28		
29		
30		

Finance Committee Meeting
Minutes
March 12, 2025

BOARD/COMMISSION: City of Fishers Finance Committee
DATE: 3/12/2025
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**
   - Chairman John Weingardt called the meeting to order at 5:00 p.m.
   - Bill Stuart and John DeLucia were present. Todd Zimmerman and Cecilia Coble were absent. City Clerk Jennifer Kehl and Lisa Bradford were also in attendance.
2. **Announcements**
   - None
3. **Consent Agenda**
   a. Request to review the previous meeting memoranda:
   I. Minutes for **February 19, 2025**
   b. **R031725** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.
   - Bill Stuart made a motion to approve the Consent Agenda. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
4. **RESOLUTIONS:**
   None

5. **ORDINANCES:**
   a. **031725** – An Ordinance of the Common Council of the City of Fishers, Indiana, Authorizing the Issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) and Authorizing and Approving Other Actions in Respect Thereto. **1st Reading**
   - Lisa Bradford gave her presentation to the Finance Committee Members.
   - Bill Stuart made a motion to send ordinance **031725** to the full council for the 1st Reading. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

   b. **031725D** - An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions in Respect Thereto. **1st Reading**
   - Lisa Bradford gave her presentation to the Finance Committee Members.

- Bill Stuart made a motion to send ordinance **031725D** to the full council for the 1st Reading. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Regular Items

6. Any other Unfinished / New Business
   None
7. 2024 Financial Update
   - Lisa Bradford gave a brief update on the status of the 2024 city finances.
8. Meeting Adjournment
   - Bill Stuard made a motion to adjourn the meeting. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed. The meeting was adjourned at 5:15 p.m.

Respectfully Submitted,

Jennifer L. Keh
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
John P. DeLucia, Committee Member
Bill Stuart, Committee Member
Todd Zimmerman, Committee Member

Meeting Date: 3/12/2025

RESOLUTIONS

1. **R031725 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

ORDINANCES

2. **031725 – An Ordinance of the Common Council of the City of Fishers, Indiana, Authorizing the Issuance of the City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) and Authorizing and Approving Other Actions in Respect Thereto. 1st Reading121624A - A Resolution Determining Certain Accounts Uncollectable and Authorizing the City Controller to Void the Outstanding Checks in These Accounts:**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

3. **031725D – An Ordinance of the Common Council of the City of Fishers, Indiana, Amending Ordinance No. 091922E, Which Authorized the Issuance of the City of Fishers, Indiana Economic Development Revenue Bonds (Andretti Project) and Authorized and Approved Other Actions In Respect Thereto. 1st Reading**
   - [x] Passage
   - [ ] Non-Passage
   - [ ] Amendment
   - [ ] No Recommendation

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

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

Fishers Health Department Update – 03/17/2025

Health First Indiana

- HFI information available here https://www.in.gov/healthfirstindiana/your-community-info/.
- Funding for 2026-2027 is dependent on state legislative approval. Current proposal is a reduction of 33%.

Community Health Assessment and Annual Report

- Community Health and Wellbeing Survey pending release. Community Health Steering Committee meeting monthly through December.
- Annual report drafted. Being formatted for publication.

Culture of Health

- Open gyms continue through March 30, 2025, at Fishers Junior High. Follow on social media for more information.
- March Wellness Wander is at Cumberland Park. Focuses on mental health, mindfulness and connection with nature.
- Two triathlons scheduled in Fishers in 2025. May triathlon is family-friendly with relay components. August triathlon is traditional, Olympic style event. Registration now open for Geist Half Marathon.

Core Health Services

- Immunizations & Testing: 195 patients seen in December. Demand for tuberculosis testing decreased (18). Zero COVID-19 and blood lead tests administered. Three blood pressure checks completed
- Reportable conditions managed and monitored for outbreak potential. Cases managed increased slightly, from 70 to 74.
- Three new clinical services launching next quarter – Travel vaccines, sexually transmitted infection testing, and pregnancy testing.

Health Education

- 21 health education sessions offered in January to 2,772 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. Developing requested Sleep Hygiene course for neurodevelopmentally diverse students.
- Second Health Educator co-delivering select current school-based curriculum and developing community offerings on mental health, young adult (18-29) health, and aging health, as well as nutrition across the lifespan.

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 18,548 unique users and 22,628 total sessions. February saw a decline in new users compared to January (from 931 new users to 883). Under 18 users increasing, representing 60% of all users in February. Most common topic centers, resources, and assessments used in February were on anxiety, self-care, and stress.

Environmental Health & Inspections

- Check out the Food Grade and Inspection Dashboard for inspection reports. 2025 grading just started for restaurants. Grades to date: Permanent restaurants (152 A, 6 B, 3 C, and 210 to be graded); Temporary restaurants (1 A, and 3 to be graded); Food trucks (4 A, and 29 to be graded).
- Environmental health inspector 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. February had 116 unique individuals with 156 encounters and 137 referrals to community resources.
- All FPD emergency detentions are automatically referred to social worker. 33 referrals in February.
- Fall prevention program: Increase in requests for services from residents for in-home risk assessments, minor modifications and referrals to reduce risk. Community Health Advocate offering *SteppingOn* in April. Team working with long term care facility to offer fall prevention to all residents.
- Social needs assessment offered daily in clinic to identify barriers to physical, mental, and social well-being. Program offers on-site social work support with referrals to organizations providing assistance with employment, medical access to care, food/housing/financial insecurity, social isolation, and literacy. 20 people completed a needs assessment in January.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and federal agencies, This funding supports: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections, as well as a number of staff positions to conduct those programs and services. Some grants end mid-year (6/30/2025) with significant decreases, primarily due to federal administrative and funding cuts. Immunization grant has been reduced from ~$438K to $19K. No anticipated reductions in Emergency Preparedness funding ($52K). Federally administrated grants we have applied to have been paused.
- In response to significant federal funding program cuts, and anticipated state funding cuts, the department is conducting a budgetary plan review in order to determine how to maneuver through these new challenges, while continuing to offer Fishers residents the same high level of services and support from their health department.
- 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: $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 distributed $150,000 to the HSE Foundation to support Project Hope, allowing 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 .

Open Positions

- Host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Currently interviewing.
- Open positions are posted here: https://www.governmentjobs.com/careers/fishersin and here: https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f .

Fishers City Council
Minutes
February 24, 2025

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BEFORE 12PM ON Monday, February 24, 2025, BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form.

BOARD/COMMISSION: City Council Meeting
DATE: 2/24/2025
DIRECTIONS: City Hall, 1 Municipal Drive, Fishers, IN 46037

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

1. **Meeting Called to Order with the Pledge of Allegiance**
    - President Pete Peterson called the meeting to order at 7:00p.m. Present were Brad DeReamer, Tiffanie Ditlevson, John DeLucia, John Weingardt, Todd Zimmerman, Cecilia Coble, and Bill Stuart. Selina Stoller was absent. Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Hatem Mekky. Jonathan Valenta, Jordin Alexander, Lindsey Bennett, Lisa Bradford, Ross Hilleary, Megan Baumgartner, Ashley Elrod, Chief Ed Gebhart, Chief Ky Ragsdale, Sue and Jack Follmar, RJ Ferdricks, Heather Butz, Lary Harrington, Linda Barron, Kathy Silverman, Claudia Dille, Virginia M. Tate, Chad Hiner, Jocelyn Vare, Mason and Aiden Cochran, Josua Gilbert, Tiffanie Presley, Susie Gooch, Carly Middleton, Mohammad Hague, Maryon Krutsick, Josh Huser, Chris Neal, Scott Roberts, Jan Hinchcliff, Steve Arnold, Tony Lykac, Maya Wenglass, Mike Colby, Ross Rinehardt, Linda Barron, Jonathan Stow, Virginia Tate, and Larry Lannan.
2. **Announcements:**
    - Cecilia Coble reminded everyone that march is Disability Awareness Month. The theme this year is Connected thru Language. The Kickoff meeting is on Monday at 8:00pm in the Municipal Complex Theater.
    - Mayor Scott Fadness announced the passing of the Public Works Director Eric Pethtel. Eric was retiring soon, and plans had been made to appoint Jonathan Valenta as the new Director of Public Works.
3. **Proclamations:**
4. **Presentations:**
    - **a.** Fire Department – IU Health – IU Health representatives presented the firefighters with a Certificate of Accomplishment for their service.
    - **b.** Fishers Junior High - We the People State Champions – Mayor Scott Fadness and President Pete Peterson presented the students with a Certificate of Accomplishment.
    - **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
        - Chief Ed Gebhart swore in the new officers.
    - **d.** Service Award- 25 Years (Ron Sawyer)
        - Jonathan Valenta presented Ron Sawyer with his 25-year service award.
5. **Council Committee Reports**
    - **a.** Finance Committee Report
        - Chairman John Weingardt gave a brief report on the Finance Committee meeting that was held February 19, 2025.
6. **Department Reports**
    - **a.** Health Department Report

7. **Consent Agenda:**
    a. Request to approve the previous meeting minutes from the **January 13, 2025,** City Council meeting.
    b. **R022425** - 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 remonstrance, and all members voted yay. The motion passed.

REGULAR AGENDA

Business/ Financial

8. **R022425A** - Resolution Approving Amendment Designating Developer as a Designated Taxpayer and Authorizing the Capture of Personal Property Tax Increment (Andretti Project)
    - Lisa Bradford gave her presentation to the council members.
    - Todd Zimmerman made a motion to approve the resolution **R022425A**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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).
    - Lisa Bradford gave her presentation to the council members.
    - John Weingardt made a motion to approve the resolution **R022425B**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Economic Development

10. **R022425C -** A Request to Approve an Amended and Restated Project Agreement (Union & Crossing)
    - Megan Baumgartner gave her presentation to the council members.
    - John Weingardt made a motion to approve the resolution **R022425C**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

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**
    - Lindsey Bennett gave her presentation to the council members.
    - Pete Peterson opened the meeting for a **Public Hearing**.
    - Josh Huser came forward and thanked the council for a provision to the sewer fees for swimming pools.
    - Pete Peterson closed the **Public Hearing**.
    - Todd Zimmerman made a motion to approve the ordinance **011325**. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
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**
    - Lindsey Bennett gave her presentation to the city council members,
    - Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425E**.
13. **022425 -** Request to Approve an Amendment to Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule) - **1st Reading**
    - Lindsey Bennett gave her presentation to the city council members,
    - John Weingardt made a motion to have the **1st Reading** on ordinance **022425**.
14. **022425A** - Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **1st Reading**
    - Jordin Alexander gave her presentation to the city council members.

- Bill Stuart asked if there were any state statues for permitting and caps on the percentages of rentals in a neighborhood. Chris Greisl said there is no statues on the percentages of rentals a neighborhood may have. It will be a city ordinance.
- Cecilia Coble asked if the information will be on the city website. Jordin Alexander responded there will be information on the website.
- Tiffanie Ditlevson asked to have the military who get transferred out of the state but want to rent out their home until their tour is done and want to come back to Fishers be allowed to do show.
- Todd Zimmerman asked how the renters and HOA's be contacted.
- Mayor Fadness stated the city will also be in contact with realtors.
- John Weingardt asked to have by next meeting the following: How will this be implemented and who will enforce this.

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**
- Ross Hilleary gave his presentation to the city council members.
- Rex from Pulte Homes gave a brief presentation.
- Brad DeReamer asked what are the setbacks. Rex stated 7'. Brad sked why not 10' Brad would like to see the setbacks be 10'.
- Cecilia Coble would like to see the steps and bathroom be appropriate for wheelchair residents.
- Tiffanie Ditlevson said her clients want 1st floor masters.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on 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**
- Ross Hilleary gave his presentation to the council members.
- Todd Zimmerman made a motion to have the **1st Reading** on ordinance **022425D**.

18. 022425F - Consideration of a text amendment to the Unified Development Ordinance to various chapters, including Chapter 1, 3, 5, and 12 (TA-25-2) - **1st Reading**
- Ross Hilleary gave his presentation to the council members.
- John Weingardt made a motion to have the **1st Reading** on ordinance **022425F**.

REGULAR ITEMS

19. Any other Unfinished / New Business
- None

20. Community Comment
- Mike Colby came forward and wanted to say thank you to the fire department and the utilities personnel. He asked if the HOA's can be more restrictive than 10% on rentals. Mayor Fadness said they cannot go below 105, but the HOA's can make that percentage numbers.
- Chris Neal, President of Sandcreek Woods wanted to know what can be done about parking on the streets, reducing speed, and snow removal. He also wanted to thank the city for a great job with the trash service. He asked the city to have some reserve dollars to help.
- Ross Rinehardt came forward. He is excited for the trails, the 2040 plan, and the pedestrian crossing on I69. He would also like to see Public Transit.
- Jocelyn Vare came forward and ask the council to have a live Town Hall meeting for the home rental ordinance to get community input.

21. Meeting Adjournment

- Todd Zimmerman made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The meeting was adjourned at 8:07p.m.

Respectfully Submitted,

Jennifer L. Kehl

Fishers City Clerk.

CITY COUNCIL SIGN IN SHEETS _____ OF _____ PAGES

DATE: FEBRUARY 24, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Sue + Jack Follmar	Regency-Windsor
2	RJ Fendricks	7411 Northfield Blvd.
3	Heather Butz	Fishers Junior High
4	Tony Shyan	FJH
5	Kurtis McKissick	IU Health
6	Natalie Zyon	IU Health
7	Larry Hartmann	16597 Winter Meadow Dr
8	LINDA BARRON	6368 MANCHESTER DR
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 Vare	12315 Windsor Fort Dr
14	Mason & Aidan Cochran	9850 Boening St
15	Joshua Gilbert	12011 Ritidiers Blvd 46037
16	Tiffany Presley	12172 Hidden Point Ct 46037
17	Susie Gooch	11223 Red Fox Run Fishers 46037
18	Carly Middleton	13255 Summerwood Lane
19	Mohammad Haque	6350 CREEKVIEW LN, Fishers
20	Maryann Krubick	Resident 14002 Reglewood Dr Fishers IN 46037
21	Josh Hyser	12663 Shakespeare Way
22	Chris Noel	10623 Cedar Dr
23	SCOTT ROBERTS	13441 CHANDELLE LN.
24	Jan Hinchcliff	11018 Knightsbridge Ln
25	[illegible]	7847 [illegible] Pkwy, Fishers
26	Tony Lukac	13932 Wendessa Drive
27	Maura Wenglarz	11310 Harrington 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

a. Request to review the previous meeting memoranda:
   I. Minutes for **January 8, 2025**

b. **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**

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:**
   - [x] 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)
   - [x] 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:**
   - [x] 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 Billericay 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.

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
Email	mckenzielynch9@gmail.com
Subdivision or business name	N/A
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	Change for Florida Road and Southeastern Parkway

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.

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
Address	11316 Reflection Point Dr Fishers, IN 46037
Email	joecox2012@gmail.com
Subdivision or business name	Spyglass
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	Jan 28, 2025
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.
Would you like to receive email communications and updates from the City of Fishers?	Yes

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 respectively 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 29
2023 $468,000 4.5% 1,382 24
2022 $448,000 12.3% 1,739 14
2021 $399,000 13.7% 2,129 15
2020 $351,000 11.4% 2,289 35

2019□□$315,000□□□3.6%□□2,165□□□40
2018□□$304,000□□□□□2,107□□□42
□□□□□□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 - 720/24

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 □□$2,239□□1.3%□□ 131□□□31
2023□□$2,210□□3.2%□□ 194□□□39
2022□□$2,141□□11.8%□□ 207□□□29
2021□□$1,915□□6.7%□□ 189□□□21
2020□□$1,795□□4.8%□□ 224□□□24
2019□□$1,712□□3.9%□□ 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 home owners 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 deprecation 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 that 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 same 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

Form Name:	Public Meeting Comment Form
Submission Time:	March 16, 2025 10:31 pm
Browser:	Chrome 133.0.0.0 / OS X
IP Address:	68.39.127.149
Unique ID:	1324813253
Location:	40.0365, -86.1339

Name	Jocelyn Vare
Address	12315 Windsor East Dr Fishers, IN 46038
Email	jocelyn@propellermktg.com
Subdivision or business name	SunLake Apartments
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Proposed Rental Registry and Cap

Comment

A citizen-led Town Hall was held on March 10, 2025, to discuss the proposed Rental Registry and Rental Cap ordinance. These are the questions collected from citizens:

1. According to 2022 Housing Study, we have an overall community housing shortage. Why shouldn't the City instead help increase housing supply by removing unnecessary restrictions instead of adding new ones?

2. Affordable senior housing is needed in Fishers (according to 2022 Housing Study). What is the City of Fishers doing to increase senior housing since the rental cap limits the very housing that would be suitable for seniors?

3. Owner Occupied properties owe 1% of the assessed property value each year. Non-Owner Occupied properties owe 2%. What is the financial impact of tax collections for the City if the properties that pay the higher tax rate are limited to the 10% cap?

4. Who are the stakeholders who are advocating for the rental cap proposal? Since Fishers has an affordable housing need, who believes that this rental cap is beneficial and why?

5. If the City of Fishers is truly motivated to help with home ownership, why has so many small affordable homes been demolished for more expensive housing development?

6. Is housing discrimination a possible outcome of the proposed rental cap? The cap hinders only the prospective residents who are not interested in home ownership by limiting rental housing supply.

7. Why are local homeowners and local companies included in the proposed rental cap when the problem is said to be institutional investors? Note: The most recent Fishers home purchase by an institutional investor was January 9, 2023. In fact, these investors are selling more homes in Fishers than buying now. At least 18 investor-owned homes in Fishers have been sold since Sept 2022.

8. How specifically will the City of Fishers enforce participation in the rental registry. How will it be determined if someone is renting their home without a permit? Will Fishers residents report their neighbors? How specifically then would the reported neighbors be investigated to determine if they are renters or not? Couldn't this process impact civil rights?

9. Doesn't the rental cap infringe on citizens' property rights? Doesn't it infringe on the Loss of Use component of the 5th Amendment because the cap would remove citizens' ability to

earn income on their property? Note: The 5th Amendment limits the government's power to regulate property, requiring fair compensation for any loss of use or value.

10. Will City please refrain from any communication that insinuates that renters are harmful to a neighborhood? That is not true. The data does not prove that property values decrease if rental properties are included in a neighborhood - and it is disrespectful to renters. Note: Homes have appreciated in Fishers 66.1% over the past six years but the neighborhoods with rental restrictions currently only appreciated 46.9%. This lower appreciation rate in rental-capped neighborhoods is thought to be caused by the rental cap directly decreasing the number of buyers from the neighborhoods' potential.

Please email the city responses to these 10 questions to jocelyn@propellermktg.com and I will share with the Town Hall attendees.
Thank you.

Form Name:	Public Meeting Comment Form
Submission Time:	March 17, 2025 10:59 am
Browser:	Firefox 136.0 / Windows
IP Address:	12.116.156.230
Unique ID:	1324945462
Location:	39.7684, -86.158

Name	Christina Stenske
Address	8518 Pioneer Trail Fishers, IN 46038
Email	christinastenske1@gmail.com
Subdivision or business name	Heritage Meadows
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Parking at Heritage Meadows

Comment

My name is Christina Stenske, and I have been a resident at Heritage Meadows for over 12 years; my husband, Mark, has lived at Heritage Meadows since 1994.

We are fortunate to be able to raise our son in Fishers and take part in all the fantastic events the town has to offer.

I am writing regarding my personal experience with parking, which has increased due to an establishment that has opened in our neighborhood over the last 3 years.

In April 2024, I was driving in my neighborhood, and a middle-aged woman stopped right in the middle of the street, right on Fishers Point Blvd. When the incident happened, I honked my horn to ask her to continue to keep moving. She then moved, and I turned into my driveway on Pioneer Trail. The woman then came by my house after I parked and started to yell at me and tell me that I needed to be considerate because she stopped because someone was walking with a baby. Please note that neither a baby nor anyone else was walking when she abruptly stopped in the middle of the road. I then became defensive and told her to move along and not come back to my home. She then parked her car, got out of the car, and wanted to fight me. I asked her to move along, warning her that she would not want me to call the police. The neighbor next door could hear the chatter and came outside to intervene with this woman, at which time I called the police. She parked her car on the side of the street leading up to King Jugg, entered their establishment, and then made her way into the woods at Cheeney Creek. Once the police arrived, I informed them of what took place, and the police proceeded to look for her in the woods well into the late evening, which left my family nervous as she was in the woods hiding from the police. My family was nervous, and I was unhappy with this situation that we had to experience.

The most recent incident took place this past Friday while the St. Patrick's Day festivities were taking place. I had 3 young women park across my mailbox and sit in their car while my husband, my son, and I played outside on our front lawn with a football and basketball. The 3 young women were all smoking weed, which you could smell from the car. After about 15 minutes, they left their car, at which time I asked them to please move it. One lady approached me and shouted at me, demanding to know where I should park. I informed her that King Jugg is offering shuttle parking down the road, and they should inquire about this option. I later found out that they only offered shuttle parking on Saturday and Sunday. One of the women aggressively confronted me, trying to provoke a fight. The other 2 young ladies then approached me and called me a bitch and a cunt in front of my

12-year-old son, at which time I informed the ladies that they do not want me to respond to them, as I have class and will not have this happen in front of my son and husband. The incident happened because I asked them to move their vehicle. My husband told them to move on from my house, or he will call the police. Later, the police were called as they were parked in the common area of Heritage Meadows, as well as another vehicle parked on the grass.

These are my personal experiences that have happened as a result of poor logistic planning by King Jugg, who did not want to invest in a parking lot for their customers. Note that they have paved the parking lot leading into Cheeney Creek Trail, but it is also marked for trail users. I believe there is an open field, which I would recommend that they purchase to allow parking for their customers that frequent their establishment.

I don't mind King Jugg having an establishment in a residential neighborhood, but I expect them to respect homeowners who have lived in this area for over 30 years and not establish one without creating a parking plan before opening an establishment. I recall an article in May 2022 in which Room's Express discussed the changeover to King Jugg and discussed the patio would seat up to 50-60 people and the lawn area would hold up to 200-250 people. Recently an interview that took place with Tom Britt, CEO of the Towne Post, indicated that he can house up to 400-500 people. Where are they going to park? Does this establishment require code enforcement to accommodate such a large number of people?

I understand an establishment will be created in Noblesville as well, breaking ground in June, but the difference is they have a parking garage right across the street that will be able to accommodate the 1000+ patrons.

As a taxpayer and a long-time resident raising a family in Fishers, IN, I believe King Jugg can do better and pay for a section of parking in Fishers first before they invest more money into another location without addressing the parking situation in Fishers in a residential neighborhood.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	March 17, 2025 11:47 am
Browser:	Chrome 134.0.0.0 / Windows
IP Address:	149.154.20.120
Unique ID:	1324965417
Location:	39.9564, -85.9651

Name	June Levey
Address	12066 Cabri Ln Fishers, IN 46037
Email	Junelevey@yahoo.com
Subdivision or business name	Meadowbrook Village
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Mar 17, 2025
Project Name/Resolution Number	Rental Registration Proposal
Comment	My questions are in regard to the rental registration/restriction proposal. I submitted a similar question during the related webinar but have not yet gotten the response. I agree with parts of the proposal: That owners of rental properties must register and have a local contact and that owners can be fined for not maintaining the properties. Can we require rental property owners to contribute some sort of escrow account to be set aside to pay for necessary exterior maintenance if the property is not maintained? Would this not solve the problem without restricting local residents from selling their homes to whomever they choose?
Would you like to receive email communications and updates from the City of Fishers?	Yes