BOARD/COMMISSION: City Council
DATE: 4/21/2025
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

4. Presentations

a. Fishers High School - 2025 Indiana Classic Quiz Bowl State Champions

b. HIJH & Hamilton Southeastern Elementary School - Science Bowl State Champions

5. Council Committee Reports

a. Finance Committee Report

6. Department Reports

a. Health Department Report

Health Department Report

7. Consent Agenda

a. Request to approve the previous meeting minutes from the March 17, 2025, City Council Meeting

Minutes - 03-17-2025

b. R042125 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

City Funds Transfers - Council Action Form - R042125

City Funds Transfers - Exhibit A - R042125

City Funds Transfers - Resolution - R042125

Signed Adoption - City Funds Transfers - Resolution - R042125

Regular Agenda - Budget/Financial

8. 031725 - Updated Revised name: Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) - Final 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

Signed Adoption - Senior Taxable EDC 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: **– 2nd reading**

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

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

Signed Adoptions - 2025 Amendment to Bond Ordinance (Andretti Project) - Ordinance - 031725D

10. R042125C – 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 and the

Expansion of an Allocation Area.

Fishers Crossing Lot 3 Allocation Area Expansion - Council Action Form - R042125C

Fishers Crossing Lot 3 Allocation Area Expansion - Exhibit A - R042125C

Fishers Crossing Lot 3 Allocation Area Expansion - Exhibit B - R042125C

Fishers Crossing Lot 3 Allocation Area Expansion - Resolution - R042125C

Signed Adoption - Fishers Crossing Lot 3 Allocation Area Expansion - Resolution - R042125C

Regular Agenda - Economic Development

11. R042125F – A Resolution Approving an Amended and Restated Project Agreement for the Union and Crossing

Amended and Restated Project Agreement for the Union and Crossing - CAF - R042125F

Amended and Restated Project Agreement for the Union and Crossing - Amended and Restated Agreement - Exhibit A - R042125F

Amended and Restated Project Agreement for the Union and Crossing - Exhibit B - Lot 3 - R042125F

Amended and Restated Project Agreement for the Union and Crossing - Exhibit C - Lot 5 - R042125F

Amended and Restated Project Agreement for the Union and Crossing - Exhibit D - Lot 6 - R042125F

Amended and Restated Project Agreement for the Union and Crossing - Resolution - R042125F

Signed Adoptions - Amended and Restated Project Agreement for the Union and Crossing - Resolution - R042125F

Regular Agenda - Planning & Zoning

12. 022425F - Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 1, Chapter 3, Chapter 5, and Chapter 12. (TA-25-2) **- Final Reading**

UDO TA - Council Action Form - 022425F

UDO TA - Exhibit A - 022425F

UDO TA - Ordinance - 022425F

Signed Adoption - UDO TA - Ordinance - 022425F

13. 031725C - Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 4, Chapter 6, and Chapter 8. (TA-25-3) **- Final Reading**

UDO TA - Council Action Form - 031725C - Final Reading

UDO TA - Exhibit A - 031725C

UDO TA - Ordinance - 031725C

Signed Adoption - UDO TA - Ordinance - 031725C

ANNEXATIONS

14. 042125A - Request to approve a voluntary annexation of 1.35 acres, known as the Shipman property. Subject site has a common address of 10056 E. 126th Street. (ANX-25-1) - **First Reading & Public Hearing**

Shipman Annexation - 10056 E 126th St - Council Action Form - 042125A - First Reading

Shipman Annexation - 10056 E 126th St - Ordinance - 042125A - First Reading

15. 042125B - Request to approve a voluntary annexation of 0.51 acres, known as the 116th Street Place LLC property. Subject site has a common address of 13042 E. 116th Street. (ANX-25-2) – **1st Reading & Public Hearing**

116th St Place LLC Annexation - 13042 E 116th St Annexation - Council Action Form - 042125B - First Reading

116th St Place LLC Annexation - 13042 E 116th St - Ordinance - 042125B - First Reading

16. 042125C - Request to approve a voluntary annexation of 9.15 acres, known as the Gerardot property. Subject site has a common address of 11052 Cumberland Road (Parcel No. 13-15-05-00-00-035.001, 13-15-05-00-00-034.001, 13-15-05-00-00-034.000). (ANX-25-3) **– 1st Reading & Public Hearing**

Gerardot Property Annexation - Council Action Form - 042125C - First Reading

Gerardot Property Annexation - Ordinance - 042125C - First Reading

<u>Regular Agenda - Government/Miscellaneous</u>

17. 022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **2nd & 3rd Reading & Public Comments**

Request to Add Chapter 163 to Code of Ord - (Home Rental) - CAF - 022425A

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

Request to Add Chapter 163 to Code of Ord - (Home Rental) - Ordinance - 022425A

Signed Adoption - Request to Add Chapter 163 to Code of Ord - (Home Rental) - Ordinance - 022425A

18. 042125E - Request to Approve an Amendment to Chapter 180 of the Fishers Code of Ordinances (Fees of Health Department) – **1st Reading**

Amendment of Chapter 180 (Fees of Health Dept)

Amendment of Chapter 180 (Fees of Health Dept) - Ordinance - 042125E

19. Regular Items - Any other Unfinished / New Business

20. Regular Items - Community Comment

Online Community Comments

21. Regular Items - Meeting Adjournment

Minutes - 04-21-2025

[MEET_FOOT]

Fishers Health Department Update – 04/21/2025

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 as of 4/18/25 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 Administrative report is posted. 2024 annual report to be finalized following Health Board meeting.

Culture of Health

- Open gyms at Fishers Junior High concluded 3/30/2025. 704 residents attended, including 252 repeat visitors (36% of total). The length of stay averaged 76-104 minutes. Most visitors were children accompanied by parents/guardians with group sizes of 1 to 2 kids most common (57% of visitors).
- April Wellness Wander is at Heritage Park. Focuses on mental health, mindfulness and connection with nature.
- Two local triathlons planned for this year, in May (family-friendly with relay components) and August (Olympic style event). Registration open for Geist Half Marathon with Aspire Indiana Health continuing sponsorship of Mental Health Mile.
- National Fitness Campaign outdoor fitness court at Brooks School Park planned for summer opening.

Core Health Services

- 205 clinic patients seen in March. Decreased demand for tuberculosis testing (14).
- Reportable conditions managed and monitored for outbreak potential. Cases managed from 74 to 67
- Launching three new services in May - Travel vaccines, sexually transmitted infection testing, and pregnancy testing.

Health Education

- Thirteen health education sessions in March to 2,755 individuals (54 sessions and 8,074 educated first quarter).
- Health Educators see all students in grades K-1 and 3-8 at least once in the year, all high school health classes and other classes on demand. Delivering new Sleep Hygiene course for neurodevelopmentally diverse students week of April 21.
- New Health Educator developing community offerings on mental health, emerging adult (18-29) health, aging health for older residents, and nutrition across the lifespan. Emerging adult health series launching in June.

Mental Health

- Stigma Free Fishers platform & Community Resource List remain active resources for community. Overall, 20,665 total users with 23,863 sessions since launch. 905 users in March, up from February. Most webpage visits were on anxiety, alcohol, and stress.

Environmental Health & Inspections

- Check out the Food Grade and Inspection Dashboard for inspection reports. Grades to date: Permanent restaurants (210 A, 9 B, 4 C, and 148 to be graded); Temporary restaurants (1 A, and 8 to be graded); Food trucks (4 A, and 21 to be graded).
- Anticipate offering Certified Pool Operator course this spring.
-

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 monthly updates in your inbox.
- Engage with us at upcoming events in May:
  5/3: Hope for Happiness in partnership HSE and Fishers High Schools Bring Change to Mind student clubs.
  5/21: Touch-a-Truck.
  5/31: American Foundation for Suicide Prevention's 2025 Indiana Construction Hike for Hope

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. March had 110 unique individuals with 150 encounters and 221 referrals to community resources.
- All FPD emergency detentions are automatically referred to social worker. 47 year to date.
- Fall prevention program: Increased uptake with 39 residents for in-home risk assessments, minor modifications and referrals to reduce risk in 2025 (73 in total). Community Health Advocate leading *SteppingOn* April-May. Team delivered with long term care facility to offer fall prevention education to all residents in March.
- 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 aiding with employment, medical access to care, food/housing/financial insecurity, social isolation, and literacy. Referred 26 patients to 45 resources in March.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and federal agencies. Funding supports: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections, as well as several staff positions to conduct those programs and services. Immunization grant has been reduced from ~$438K to $0K. No anticipated reductions in Emergency Preparedness funding ($52K). Most federally administrated grants have been paused. FHD did receive $13,500 from NEHA-FDA for standardization efforts.
- In response to significant and anticipated cuts at the state and federal level, the department has conducted a budgetary plan review to identify opportunities to maneuver through these new challenges, while continuing to offer Fishers residents the same high level of services and support.
- 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.
- 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.
- All health department contracts are posted here.

Open Positions

- Host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Student to start in mid-May.
- Open positions are posted here and here. Currently hiring for Administrative Assistant.

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	[illegible]	
17	Jon Hinchcliff	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 Deening 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**

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

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	[illegible]	
17	Jon 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	10100 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 Raintrees 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 Raglwood 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

Council Action Form

MEETING DATE	April 21, 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 #: R042125	
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	ACCOUNT DESCRIPTION / LINE 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 04	242	04/22/2025	FD	R042125	BUA FDSCBAwshr	1	1			
1	10105011	43100		General Fund - Fire Admin	Professional Services		235,651.15	-11,000.00	224,651.15	
	1010.501.51.000.43100.				SCBA Washer plumbed to buildg	04/22/2025				
2	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	11,000.00	11,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
3	10105015	42231		General Fund - Safe Training	Uniforms		471,799.49	-9,895.00	461,904.49	
	1010.501.55.000.42231.				SCBA Washer plumbed to buildg	04/22/2025				
4	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	9,895.00	9,895.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
5	10105016	42231		General Fund - Extern Affairs	Uniforms		13,000.00	-6,000.00	7,000.00	
	1010.501.56.000.42231.				SCBA Washer plumbed to buildg	04/22/2025				
6	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	6,000.00	6,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
7	10105013	43100		General Fund - Logistics	Professional Services		67,155.00	-5,000.00	62,155.00	
	1010.501.53.000.43100.				SCBA Washer plumbed to buildg	04/22/2025				
8	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	5,000.00	5,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
					** 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	T	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 4 242										
BUA 10105011-43100						Professional Services	5			11,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		11,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105015-42231						Uniforms	5			9,895.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		9,895.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105016-42231						Uniforms	5			6,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		6,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105013-43100						Professional Services	5			5,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		5,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
						JOURNAL 2025/04/242 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. R042125

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 21st day of April, 2025.

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

R042125

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 **_21st__** day of **_April,_2025** at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ ____**April 21, 2024**_____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument is 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. R042125

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 21st day of April, 2025.

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

R042125

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 _21st__ day of _April,_2025 at 8:40 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ ____April 21, 2024_____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument is 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 04	242	04/22/2025	FD	R042125	BUA	FDSCBAwshr	1	1		
1	10105011	43100		General Fund - Fire Admin	Professional Services		235,651.15	-11,000.00	224,651.15	
	1010.501.51.000.43100.				SCBA Washer plumbed to buildg	04/22/2025				
2	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	11,000.00	11,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
3	10105015	42231		General Fund - Safe Training	Uniforms		471,799.49	-9,895.00	461,904.49	
	1010.501.55.000.42231.				SCBA Washer plumbed to buildg	04/22/2025				
4	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	9,895.00	9,895.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
5	10105016	42231		General Fund - Extern Affairs	Uniforms		13,000.00	-6,000.00	7,000.00	
	1010.501.56.000.42231.				SCBA Washer plumbed to buildg	04/22/2025				
6	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	6,000.00	6,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
7	10105013	43100		General Fund - Logistics	Professional Services		67,155.00	-5,000.00	62,155.00	
	1010.501.53.000.43100.				SCBA Washer plumbed to buildg	04/22/2025				
8	10105011	44400		General Fund - Fire Admin	Improve't Other than Buildings		.00	5,000.00	5,000.00	
	1010.501.51.000.44400.				SCBA Washer plumbed to buildg	04/22/2025				
					** 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	T	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 4 242										
BUA 10105011-43100						Professional Services	5			11,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		11,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105015-42231						Uniforms	5			9,895.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		9,895.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105016-42231						Uniforms	5			6,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		6,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105013-43100						Professional Services	5			5,000.00
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
BUA 10105011-44400						Improve't Other than Buildings	5		5,000.00	
04/22/2025	FDSCBAwshr	FD	R042125		T	SCBA Washer plumbed to buildg				
						JOURNAL 2025/04/242 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	April 21, 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 #: R042125	
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

Council Action Form

MEETING DATE	April 21, 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. After the first reading of this Ordinance, the Ordinance has been amended to more specifically provide for the sources of payment for the Series 2025 Bonds in response to ongoing discussions with the Developer team. These amendments include identifying that certain excess TIF revenues from the Stations Economic Development Allocation Area within the City, a reserve of TIF revenues from the Yard Economic Development Allocation Area, and certain taxpayer payments under certain Taxpayer Agreements among the Fishers Redevelopment Commission and the Developer will be used to make debt service payments on the Bonds. These amendments are reflected in the financing documents approved by the Ordinance.

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.	Approve the Ordinance
	2.	Disapprove the Ordinance
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION	Staff recommends that the Council approve the Ordinance.

Form Revised: 03/20/2019

(Board reserves the right to accept or deny recommendations)	
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

REGIONS BANK,

As Trustee

$36,220,000

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

Dated as of April 1, 2025

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 4

Section 1.1. Terms Defined.....4
Section 1.2. Rules of Interpretation 9
Section 1.3. Exhibits 9

ARTICLE II. THE BONDS.....10

Section 2.1. Authorized Amount of 2025 Bonds 10
Section 2.2. Issuance of 2025 Bonds 10
Section 2.3. Payment on Bonds 12
Section 2.4. Execution; Limited Obligation.....12
Section 2.5. Authentication.....13
Section 2.6. Form of Bonds 13
Section 2.7. Delivery of 2025 Bonds 20
Section 2.8. Issuance of Additional Bonds 21
Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds.....21
Section 2.10. Registration and Exchange of 2025 Bonds; Persons Treated as Owners.....22

ARTICLE III. APPLICATION OF 2025 BONDS PROCEEDS 23

ARTICLE IV. REVENUE AND FUNDS 24

Section 4.1. Source of Payment of Bonds.....24
Section 4.2. 2025 Bond Fund.....24
Section 4.3. Surplus Fund 25
Section 4.4. Project Fund 25
Section 4.5. [RESERVED]. 25
Section 4.6. [RESERVED] 25
Section 4.7. Pledged TIF Revenues 26
Section 4.8. Trust Funds 26
Section 4.9. Investment.....26

ARTICLE V. REDEMPTION OF 2025 BONDS BEFORE MATURITY 27

Section 5.1. Redemption Dates and Prices 27
Section 5.2. Notice of Redemption 27
Section 5.3. Cancellation.....27
Section 5.4. Redemption Payments.....27
Section 5.5. Partial Redemption of Bonds 27

ARTICLE VI. GENERAL COVENANTS.....29

Section 6.1. Payment of Principal and Interest 29
Section 6.2. Performance of Covenants 29
Section 6.3. Filing of Indenture, Loan Agreement and Security Instruments 30

Section 6.4. Inspection of Books 30
Section 6.5. List of Bondholders.....30
Section 6.6. Rights Under Loan Agreement 30
Section 6.7. Investment of Funds.....30
Section 6.8. Non-presentment of Bonds 31
Section 6.9. Direction of Bondholders.....31

ARTICLE VII. DEFAULTS AND REMEDIES 32

Section 7.1. Events of Default.....32
Section 7.2. Remedies; Rights of Bondholders.....32
Section 7.3. Right of Bondholders to Direct Proceedings 33
Section 7.4. Application of Moneys.....33
Section 7.5. Remedies Vested In Trustee 34
Section 7.6. Rights and Remedies of Bondholders.....34
Section 7.7. Termination of Proceedings 35
Section 7.8. Waivers of Events of Default.....35
Section 7.9. Rights Under Taxpayer Agreements.....35

ARTICLE VIII. THE TRUSTEE AND PAYING AGENT 37

Section 8.1. Acceptance of the Trusts.....37
Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent 39
Section 8.3. Notice to Bondholders if Default Occurs.....40
Section 8.4. Intervention by Trustee 40
Section 8.5. Successor Trustee.....40
Section 8.6. Resignation by the Trustee.....40
Section 8.7. Removal of the Trustee 40
Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....40
Section 8.9. Concerning Any Successor Trustees.....41
Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. 41
Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent.....41
Section 8.12. Indemnification 42

ARTICLE IX. SUPPLEMENTAL INDENTURES 43

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders.....43
Section 9.2. Supplemental Indentures Requiring Consent of Bondholders.....43
Section 9.3. Legal Opinion.....44
Section 9.4. Supplemental Indenture Effectiveness Upon Trustee.....44

ARTICLE X. AMENDMENTS TO THE Loan Agreement 45

Section 10.1. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders 45
Section 10.2. Amendments, etc., to Loan Agreement Requiring Consent of Bondholders 45

Section 10.3. Legal Opinion 45
Section 10.4. Amendments, etc.; Consent of Trustee 45

ARTICLE XI. MISCELLANEOUS 46

Section 11.1. Satisfaction and Discharge 46
Section 11.2. Defeasance of Bonds 46
Section 11.3. Cancellation of 2025 Bonds 47
Section 11.4. Application of Trust Money 47
Section 11.5. Consents, etc., of Bondholders 48
Section 11.6. Limitation of Rights 48
Section 11.7. Severability 49
Section 11.8. Notices 49
Section 11.9. Counterparts 50
Section 11.10. Applicable Law 50
Section 11.11. Immunity of Officers and Directors 50
Section 11.12. Holidays 50
Section 11.13. Shortfall of Pledged TIF Revenues 50

TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of April, 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 REGIONS BANK, an Alabama state-chartered banking corporation organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Alabama with a corporate trust office in St. Louis, Missouri, 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 TT IN Fishers Union Holdings, LLC (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 Thirty-Six Million Two Hundred Twenty Thousand Dollars ($36,220,000) ("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 April 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," the "Yard Economic Development Allocation Area," and the "Stations 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 $36,220,000.

"2025 Bond Ordinance" means Ordinance No. 031725, adopted by the Common Council of the Issuer on April 21, 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, the Yard Economic Development Allocation Area, and the Stations 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.

"Additional Crossing Taxpayer Agreements" means those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of April 24, 2025, between [each of the Taxpayers/the Company] and the Redevelopment Commission pertaining to parcels located within each of the Crossing Lot 3 Allocation Area, the Crossing Lot 5 Allocation Area, and the Crossing Lot 6 Allocation Area.

"Additional Crossing Taxpayers" means each of _____, _____, and _____.

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

"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 April 24, 2025, by and between the Issuer, Borrower, and the Bond Purchaser.

"Bond Purchaser" means [HC TIF NBI, LLC] 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 TT IN Fishers Union Holdings, LLC, an Indiana limited liability company 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 TT IN Fishers Union Holdings, LLC., 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 April 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 Regions Bank and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. FRC __R050625, adopted by the Redevelopment Commission on May 6, 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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 _____ ___, 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 Regions Bank, and any successor registrar.

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

"Taxpayer Agreements" means collectively, the Union Taxpayer Agreements and the Additional Crossing Taxpayer Agreements.

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

"Taxpayers" means collectively, the Union Taxpayers and the Additional Crossing Taxpayers

"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 Regions Bank, 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 with 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.

"Union Taxpayer Agreements" means those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of April 24, 2025, between [each of the Taxpayers/the Company] and the Redevelopment Commission pertaining to parcels located within the Union Allocation Area.

"Union Taxpayers" means each of _____, _____, and _____.

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

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 Thirty-Six Million Two Hundred Twenty Thousand Dollars ($36,220,000). 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 Regions Bank, as Trustee, located in Birmingham, Alabama 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 $36,220,000. 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 TT IN Fishers Union Holdings, LLC (the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the Loan Agreement, dated as of April 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 April 1, 2025 ("Indenture") duly executed and delivered by the Issuer to Regions Bank, 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 February 1, 2035, 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.

REGIONS BANK, 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 $36,220,000. 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 $36,220,000.

(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 for the benefit of the Borrower, 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, provided, however, that the Trustee shall ensure that any Additional Crossing Taxpayer shall only be required to make an Additional Crossing Taxpayer Payment pursuant to any Additional Crossing Taxpayer Agreement if the payment of all Union Taxpayer Payments by all Union Taxpayers pursuant to any Union Taxpayer Agreements is not adequate to remedy the deficiency. Pursuant to the Taxpayer Agreements, the Taxpayers are obligated to make a Taxpayer Payment to remedy the deficiency, and the Issuer covenants and agrees to transfer all Union Taxpayer Payments and. insofar as such payments are required, all Additional Crossing 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, (ii) to reimburse the Taxpayers for any Taxpayer Payments made, (iii) to reimburse the Borrower for any Trustee fees paid, and (iv) 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 transferred to the Surplus Fund and used as set forth in Section 4.3 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 Taxpayers 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 first, a Union Taxpayer Payment in accordance with the terms of the Union Taxpayer Agreements and second, only to the extent of any remaining unpaid principal or interest due on the 2025 Bonds due to a shortfall in Pledged TIF Revenues and Union Taxpayer Payments, an Additional Crossing Taxpayer Payment in accordance with the terms of the Additional Crossing 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, Regions Bank, 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*]

REGIONS BANK, 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
$36,220,000
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

Request for Disbursement from Cost of Issuance Account

Request No. ___

Regions Bank
Attn: Corporate Trust Services
8182 Maryland Avenue, Floor 12
St. Louis, Missouri 63105

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 April 1, 2025 (the "2025 Trust Indenture"), between the City of Fishers, Indiana and Regions Bank, 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
$36,220,000
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

REQUISITION CERTIFICATE FOR DISBURSEMENT
OF FUNDS FROM CONSTRUCTION ACCOUNT

TO: Regions Bank, as Trustee

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

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

SUBJECT: Trust Indenture, dated as of April 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

TT IN FISHERS UNION HOLDINGS, LLC

AND

CITY OF FISHERS, INDIANA

Dated as of April 1, 2025

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

Table of Contents

Page

ARTICLE I. DEFINITIONS AND EXHIBITS 2
Section 1.1. Terms Defined 2
Section 1.2. Rules of Interpretation 5
Section 1.3. Exhibits 6

ARTICLE II. REPRESENTATIONS; LOAN OF SERIES 2025 BOND PROCEEDS 7
Section 2.1. Representations by Issuer 7
Section 2.2. Representations by Borrower 7
Section 2.3. Loan of Series 2025 Bond Proceeds by Issuer 8

ARTICLE III. PARTICULAR COVENANTS OF THE BORROWER 9
Section 3.1. Consent to Assignments to Trustee 9
Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged 9
Section 3.3. Maintenance of Existence 11
Section 3.4. [Reserved] 11
Section 3.5. Indemnity 11
Section 3.6. Issuance of Substitute Notes 12
Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2025 Bonds 12
Section 3.8. Funding of Indenture Funds; Investments 12
Section 3.9. Other Amounts Payable by the Borrower 13
Section 3.10. Credits on Notes 13
Section 3.11. Completion of Project 14
Section 3.12. Sale, Substitution, or Lease of Project ..... **Error! Bookmark not defined.**

ARTICLE IV. PREPAYMENT OF SERIES 2025 NOTE ..... **Error! Bookmark not defined.**
Section 4.1. Optional Prepayment 16
Section 4.2. Mandatory Prepayment Upon Cancellation of Bonds **Error! Bookmark not defined.**
Section 4.3. Notice of Prepayment 16

ARTICLE V. EVENTS OF DEFAULT AND REMEDIES THEREFOR 17
Section 5.1. Events of Default 17
Section 5.2. Trustee May Enforce Demand 18
Section 5.3. Remedies Cumulative 18
Section 5.4. Delay or Omission Not a Waiver 18
Section 5.5. Waiver of Extension, Appraisement or Stay Laws 19
Section 5.6. Remedies Subject to Provisions of Law 19

ARTICLE VI. IMMUNITY 20
Section 6.1. Immunity 20

ARTICLE VII. SUPPLEMENTS AND AMENDMENTS TO THIS Loan Agreement 21
Section 7.1. Supplements and Amendments to this Loan Agreement 21

ARTICLE VIII. DEFEASANCE 22
Section 8.1. Defeasance 22

ARTICLE IX. MISCELLANEOUS PROVISIONS 23
Section 9.1. Loan Agreement for Benefit of Parties Hereto 23
Section 9.2. Severability 23
Section 9.3. Limitation on Interest 23
Section 9.4. Addresses for Notice and Demands 23
Section 9.5. Successors and Assigns 24
Section 9.6. Counterparts 24
Section 9.7. Governing Law 24
Section 9.8. Indenture Provisions 24

LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of April 1, 2025 (the "Loan Agreement") between TT IN FISHERS UNION HOLDINGS, LLC, a limited liability company 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, the Yard Economic Development Allocation Area, and the Stations 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 $36,220,000 (the "Series 2025 Bonds") pursuant to a Trust Indenture dated as of April 1, 2025 (the "Indenture") from the Issuer to Regions Bank, 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, the Yard Economic Development Allocation Area, and the Stations 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 TT IN Fishers Union Holdings, LLC, an Indiana limited liability company 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 April 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 __R050625, adopted by the Redevelopment Commission on May 6, 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 _____ ___, 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 April 24, 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 Agreements 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 December 31, 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: TT IN Fishers Union Holdings, LLC.

111 Monument Circle, Suite 150
Indianapolis, IN 46204
Phone: 463-237-3238
E-mail: dsink@thompsonthrift.com
Attn: Dan Sink

Brian Fritts
Phone: 317-853-5485
E-mail: bfritts@thompsonthrift.com

With a copy to:

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.

TT IN FISHERS UNION HOLDINGS, LLC

_____

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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 TT IN Fishers Union Holdings, LLC (the "Borrower") for purposes of the Loan Agreement, dated as of April 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

TT IN FISHERS UNION HOLDINGS, LLC

NOTE, SERIES 2025

FOR VALUE RECEIVED, the undersigned, TT IN Fishers Union Holdings, LLC ("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 $36,220,000 and interest thereon, during the term of the Loan Agreement (the "Loan Agreement") dated as of April 1, 2025 between Issuer and Borrower, commencing one business day prior to the next succeeding February 1 or August 1 after the latest of the Funding Dates (as defined in the 2025 Trust Indenture, dated as of April 1, 2025 (the "Trust Indenture") between the Issuer and Regions Bank, 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

TT IN FISHERS UNION HOLDINGS, LLC

_____

ENDORSEMENT

Pay, without recourse, to Regions Bank, as Trustee under the Trust Indenture dated as of April 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"), the Yard Economic Development Allocation Area (the "Yard Allocation Area"), and the Stations Economic Development Allocation Area (the "Stations 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"), the Yard Economic Development Allocation Fund (the "Yard Allocation Fund"), and the Stations Economic Development Allocation Fund (the "Stations 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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 Bonds, 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, (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 each of (A) 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 (B) the Stations Allocation Area and deposited in the Stations Allocation Fund pursuant to IC 36-7-14-39 after the payment from the Stations Allocation Fund of all debt service and administrative costs associated with the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2019C (The Stations Project), collectively, in any year in an aggregate 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, (vi) One Million Dollars ($1,000,000) of excess tax increment revenues from the Yard Allocation Area which will be maintained by the Commission to be applied, as available, in any year when the revenues described in the foregoing

clause 4(b)(v) are less than Five Hundred Thousand Dollars ($500,000) in any year while the Bonds remain outstanding, (vii) to the extent received by the Commission, certain payments (the "Union Taxpayer Payments"), if any, made pursuant to those certain taxpayer agreements entered into by the City and the Commission in connection with the construction of the Project pertaining to parcels located within the Union Allocation Area (each a "Union Taxpayer Agreement"), and (viii) to the extent necessary to pay principal and interest due and owning on the Senior Union Bonds after accounting for the amount of all Union Taxpayer Payments made pursuant to any Union Taxpayer Agreement and to the extent received by the Commission, certain payments (the "Additional Crossing Taxpayer Payments"), if any, made pursuant to those certain taxpayer agreements entered into by the City and the Commission in connection with the construction of the Project pertaining to parcels located within each of the Lot 3 Allocation Area, the Lot 5 Allocation Area, and the Lot 6 Allocation Area (each an "Additional Crossing Taxpayer Agreement").

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 including any Union Taxpayer Agreements and Additional Crossing Taxpayer Agreements, 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.

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"), the Yard Economic Development Allocation Area (the "Yard Allocation Area"), and the Stations Economic Development Allocation Area (the "Stations 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"), the Yard Economic Development Allocation Fund (the "Yard Allocation Fund"), and the Stations Economic Development Allocation Fund (the "Stations 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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 Bonds, 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, (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 each of (A) 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 (B) the Stations Allocation Area and deposited in the Stations Allocation Fund pursuant to IC 36-7-14-39 after the payment from the Stations Allocation Fund of all debt service and administrative costs associated with the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2019C (The Stations Project), collectively, in any year in an aggregate 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, (vi) One Million Dollars ($1,000,000) of excess tax increment revenues from the Yard Allocation Area which will be maintained by the Commission to be applied, as available, in any year when the revenues described in the foregoing

clause 4(b)(v) are less than Five Hundred Thousand Dollars ($500,000) in any year while the Bonds remain outstanding, (vii) to the extent received by the Commission, certain payments (the "Union Taxpayer Payments"), if any, made pursuant to those certain taxpayer agreements entered into by the City and the Commission in connection with the construction of the Project pertaining to parcels located within the Union Allocation Area (each a "Union Taxpayer Agreement"), and (viii) to the extent necessary to pay principal and interest due and owning on the Senior Union Bonds after accounting for the amount of all Union Taxpayer Payments made pursuant to any Union Taxpayer Agreement and to the extent received by the Commission, certain payments (the "Additional Crossing Taxpayer Payments"), if any, made pursuant to those certain taxpayer agreements entered into by the City and the Commission in connection with the construction of the Project pertaining to parcels located within each of the Lot 3 Allocation Area, the Lot 5 Allocation Area, and the Lot 6 Allocation Area (each an "Additional Crossing Taxpayer Agreement").

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 including any Union Taxpayer Agreements and Additional Crossing Taxpayer Agreements, 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 21st day of April, 2025.

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

031725

YAY		NAY	ABSTAIN
	Peter 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 21st day of April 2025, at 8:40 p.m.

ATTEST:
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

Scott A. Fadness, Mayor — **DATE** April 21, 2025

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.

TRUST INDENTURE

BETWEEN

CITY OF FISHERS, INDIANA

AND

REGIONS BANK,

As Trustee

$36,220,000

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

Dated as of April 1, 2025

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 4

Section 1.1. Terms Defined.....4
Section 1.2. Rules of Interpretation 9
Section 1.3. Exhibits 9

ARTICLE II. THE BONDS.....10

Section 2.1. Authorized Amount of 2025 Bonds 10
Section 2.2. Issuance of 2025 Bonds 10
Section 2.3. Payment on Bonds 12
Section 2.4. Execution; Limited Obligation.....12
Section 2.5. Authentication.....13
Section 2.6. Form of Bonds 13
Section 2.7. Delivery of 2025 Bonds 20
Section 2.8. Issuance of Additional Bonds 21
Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds.....21
Section 2.10. Registration and Exchange of 2025 Bonds; Persons Treated as Owners.....22

ARTICLE III. APPLICATION OF 2025 BONDS PROCEEDS 23

ARTICLE IV. REVENUE AND FUNDS 24

Section 4.1. Source of Payment of Bonds.....24
Section 4.2. 2025 Bond Fund.....24
Section 4.3. Surplus Fund 25
Section 4.4. Project Fund 25
Section 4.5. [RESERVED]. 25
Section 4.6. [RESERVED] 25
Section 4.7. Pledged TIF Revenues 26
Section 4.8. Trust Funds 26
Section 4.9. Investment.....26

ARTICLE V. REDEMPTION OF 2025 BONDS BEFORE MATURITY 27

Section 5.1. Redemption Dates and Prices 27
Section 5.2. Notice of Redemption 27
Section 5.3. Cancellation.....27
Section 5.4. Redemption Payments.....27
Section 5.5. Partial Redemption of Bonds 27

ARTICLE VI. GENERAL COVENANTS.....29

Section 6.1. Payment of Principal and Interest 29
Section 6.2. Performance of Covenants 29
Section 6.3. Filing of Indenture, Loan Agreement and Security Instruments 30

Section 6.4. Inspection of Books 30
Section 6.5. List of Bondholders.....30
Section 6.6. Rights Under Loan Agreement 30
Section 6.7. Investment of Funds.....30
Section 6.8. Non-presentment of Bonds 31
Section 6.9. Direction of Bondholders.....31

ARTICLE VII. DEFAULTS AND REMEDIES 32

Section 7.1. Events of Default.....32
Section 7.2. Remedies; Rights of Bondholders.....32
Section 7.3. Right of Bondholders to Direct Proceedings 33
Section 7.4. Application of Moneys.....33
Section 7.5. Remedies Vested In Trustee 34
Section 7.6. Rights and Remedies of Bondholders.....34
Section 7.7. Termination of Proceedings 35
Section 7.8. Waivers of Events of Default.....35
Section 7.9. Rights Under Taxpayer Agreements.....35

ARTICLE VIII. THE TRUSTEE AND PAYING AGENT 37

Section 8.1. Acceptance of the Trusts.....37
Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent 39
Section 8.3. Notice to Bondholders if Default Occurs.....40
Section 8.4. Intervention by Trustee 40
Section 8.5. Successor Trustee.....40
Section 8.6. Resignation by the Trustee.....40
Section 8.7. Removal of the Trustee 40
Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....40
Section 8.9. Concerning Any Successor Trustees.....41
Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. 41
Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent.....41
Section 8.12. Indemnification 42

ARTICLE IX. SUPPLEMENTAL INDENTURES 43

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders.....43
Section 9.2. Supplemental Indentures Requiring Consent of Bondholders.....43
Section 9.3. Legal Opinion.....44
Section 9.4. Supplemental Indenture Effectiveness Upon Trustee.....44

ARTICLE X. AMENDMENTS TO THE Loan Agreement 45

Section 10.1. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders 45
Section 10.2. Amendments, etc., to Loan Agreement Requiring Consent of Bondholders 45

Section 10.3. Legal Opinion 45
Section 10.4. Amendments, etc.; Consent of Trustee 45

ARTICLE XI. MISCELLANEOUS 46

Section 11.1. Satisfaction and Discharge 46
Section 11.2. Defeasance of Bonds 46
Section 11.3. Cancellation of 2025 Bonds 47
Section 11.4. Application of Trust Money 47
Section 11.5. Consents, etc., of Bondholders 48
Section 11.6. Limitation of Rights 48
Section 11.7. Severability 49
Section 11.8. Notices 49
Section 11.9. Counterparts 50
Section 11.10. Applicable Law 50
Section 11.11. Immunity of Officers and Directors 50
Section 11.12. Holidays 50
Section 11.13. Shortfall of Pledged TIF Revenues 50

TRUST INDENTURE

THIS TRUST INDENTURE dated as of the first day of April, 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 REGIONS BANK, an Alabama state-chartered banking corporation organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Alabama with a corporate trust office in St. Louis, Missouri, 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 TT IN Fishers Union Holdings, LLC (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 Thirty-Six Million Two Hundred Twenty Thousand Dollars ($36,220,000) ("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 April 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," the "Yard Economic Development Allocation Area," and the "Stations 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 $36,220,000.

"2025 Bond Ordinance" means Ordinance No. 031725, adopted by the Common Council of the Issuer on April 21, 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, the Yard Economic Development Allocation Area, and the Stations 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.

"Additional Crossing Taxpayer Agreements" means those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of April 24, 2025, between [each of the Taxpayers/the Company] and the Redevelopment Commission pertaining to parcels located within each of the Crossing Lot 3 Allocation Area, the Crossing Lot 5 Allocation Area, and the Crossing Lot 6 Allocation Area.

"Additional Crossing Taxpayers" means each of _____, _____, and _____.

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

"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 April 24, 2025, by and between the Issuer, Borrower, and the Bond Purchaser.

"Bond Purchaser" means [HC TIF NBI, LLC] 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 TT IN Fishers Union Holdings, LLC, an Indiana limited liability company 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 TT IN Fishers Union Holdings, LLC., 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 April 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 Regions Bank and any successor paying agent or co-paying agent.

"Pledge Resolution" means Resolution No. FRC __R050625, adopted by the Redevelopment Commission on May 6, 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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 _____ ___, 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 Regions Bank, and any successor registrar.

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

"Taxpayer Agreements" means collectively, the Union Taxpayer Agreements and the Additional Crossing Taxpayer Agreements.

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

"Taxpayers" means collectively, the Union Taxpayers and the Additional Crossing Taxpayers

"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 Regions Bank, 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 with 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.

"Union Taxpayer Agreements" means those certain Taxpayer Agreements and Consent to Real Property Tax Liens, each dated as of April 24, 2025, between [each of the Taxpayers/the Company] and the Redevelopment Commission pertaining to parcels located within the Union Allocation Area.

"Union Taxpayers" means each of _____, _____, and _____.

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

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 Thirty-Six Million Two Hundred Twenty Thousand Dollars ($36,220,000). 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 Regions Bank, as Trustee, located in Birmingham, Alabama 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 $36,220,000. 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 TT IN Fishers Union Holdings, LLC (the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the Loan Agreement, dated as of April 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 April 1, 2025 ("Indenture") duly executed and delivered by the Issuer to Regions Bank, 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 February 1, 2035, 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.

REGIONS BANK, 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 $36,220,000. 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 $36,220,000.

(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 for the benefit of the Borrower, 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, provided, however, that the Trustee shall ensure that any Additional Crossing Taxpayer shall only be required to make an Additional Crossing Taxpayer Payment pursuant to any Additional Crossing Taxpayer Agreement if the payment of all Union Taxpayer Payments by all Union Taxpayers pursuant to any Union Taxpayer Agreements is not adequate to remedy the deficiency. Pursuant to the Taxpayer Agreements, the Taxpayers are obligated to make a Taxpayer Payment to remedy the deficiency, and the Issuer covenants and agrees to transfer all Union Taxpayer Payments and. insofar as such payments are required, all Additional Crossing 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, (ii) to reimburse the Taxpayers for any Taxpayer Payments made, (iii) to reimburse the Borrower for any Trustee fees paid, and (iv) 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 transferred to the Surplus Fund and used as set forth in Section 4.3 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 Taxpayers 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 first, a Union Taxpayer Payment in accordance with the terms of the Union Taxpayer Agreements and second, only to the extent of any remaining unpaid principal or interest due on the 2025 Bonds due to a shortfall in Pledged TIF Revenues and Union Taxpayer Payments, an Additional Crossing Taxpayer Payment in accordance with the terms of the Additional Crossing 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, Regions Bank, 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*]

REGIONS BANK, 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
$36,220,000
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

Request for Disbursement from Cost of Issuance Account

Request No. ___

Regions Bank
Attn: Corporate Trust Services
8182 Maryland Avenue, Floor 12
St. Louis, Missouri 63105

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 April 1, 2025 (the "2025 Trust Indenture"), between the City of Fishers, Indiana and Regions Bank, 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
$36,220,000
Senior Taxable Economic Development Revenue Bonds,
Series 2025 (Union Project)

REQUISITION CERTIFICATE FOR DISBURSEMENT
OF FUNDS FROM CONSTRUCTION ACCOUNT

TO: Regions Bank, as Trustee

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

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

SUBJECT: Trust Indenture, dated as of April 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

TT IN FISHERS UNION HOLDINGS, LLC

AND

CITY OF FISHERS, INDIANA

Dated as of April 1, 2025

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

Table of Contents

Page

ARTICLE I. DEFINITIONS AND EXHIBITS 2
Section 1.1. Terms Defined 2
Section 1.2. Rules of Interpretation 5
Section 1.3. Exhibits 6

ARTICLE II. REPRESENTATIONS; LOAN OF SERIES 2025 BOND PROCEEDS 7
Section 2.1. Representations by Issuer 7
Section 2.2. Representations by Borrower 7
Section 2.3. Loan of Series 2025 Bond Proceeds by Issuer 8

ARTICLE III. PARTICULAR COVENANTS OF THE BORROWER 9
Section 3.1. Consent to Assignments to Trustee 9
Section 3.2. Payment of Principal, Premium and Interest; Payments Pledged 9
Section 3.3. Maintenance of Existence 11
Section 3.4. [Reserved] 11
Section 3.5. Indemnity 11
Section 3.6. Issuance of Substitute Notes 12
Section 3.7. Payment of Reasonable Expenses of Issuance of Series 2025 Bonds 12
Section 3.8. Funding of Indenture Funds; Investments 12
Section 3.9. Other Amounts Payable by the Borrower 13
Section 3.10. Credits on Notes 13
Section 3.11. Completion of Project 14
Section 3.12. Sale, Substitution, or Lease of Project ..... **Error! Bookmark not defined.**

ARTICLE IV. PREPAYMENT OF SERIES 2025 NOTE ..... **Error! Bookmark not defined.**
Section 4.1. Optional Prepayment 16
Section 4.2. Mandatory Prepayment Upon Cancellation of Bonds **Error! Bookmark not defined.**
Section 4.3. Notice of Prepayment 16

ARTICLE V. EVENTS OF DEFAULT AND REMEDIES THEREFOR 17
Section 5.1. Events of Default 17
Section 5.2. Trustee May Enforce Demand 18
Section 5.3. Remedies Cumulative 18
Section 5.4. Delay or Omission Not a Waiver 18
Section 5.5. Waiver of Extension, Appraisement or Stay Laws 19
Section 5.6. Remedies Subject to Provisions of Law 19

ARTICLE VI. IMMUNITY 20
Section 6.1. Immunity 20

ARTICLE VII. SUPPLEMENTS AND AMENDMENTS TO THIS Loan Agreement 21
Section 7.1. Supplements and Amendments to this Loan Agreement 21

ARTICLE VIII. DEFEASANCE 22
Section 8.1. Defeasance 22

ARTICLE IX. MISCELLANEOUS PROVISIONS 23
Section 9.1. Loan Agreement for Benefit of Parties Hereto 23
Section 9.2. Severability 23
Section 9.3. Limitation on Interest 23
Section 9.4. Addresses for Notice and Demands 23
Section 9.5. Successors and Assigns 24
Section 9.6. Counterparts 24
Section 9.7. Governing Law 24
Section 9.8. Indenture Provisions 24

LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of April 1, 2025 (the "Loan Agreement") between TT IN FISHERS UNION HOLDINGS, LLC, a limited liability company 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, the Yard Economic Development Allocation Area, and the Stations 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 $36,220,000 (the "Series 2025 Bonds") pursuant to a Trust Indenture dated as of April 1, 2025 (the "Indenture") from the Issuer to Regions Bank, 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, the Yard Economic Development Allocation Area, and the Stations 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 TT IN Fishers Union Holdings, LLC, an Indiana limited liability company 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 April 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 __R050625, adopted by the Redevelopment Commission on May 6, 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 _____ ___, 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 April 24, 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 Agreements 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 December 31, 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: TT IN Fishers Union Holdings, LLC.

111 Monument Circle, Suite 150
Indianapolis, IN 46204
Phone: 463-237-3238
E-mail: dsink@thompsonthrift.com
Attn: Dan Sink

Brian Fritts
Phone: 317-853-5485
E-mail: bfritts@thompsonthrift.com

With a copy to:

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.

TT IN FISHERS UNION HOLDINGS, LLC

_____

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 approximately 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately seventy-thousand square feet (70,000 sq. ft.) will be leasable; (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 TT IN Fishers Union Holdings, LLC (the "Borrower") for purposes of the Loan Agreement, dated as of April 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

TT IN FISHERS UNION HOLDINGS, LLC

NOTE, SERIES 2025

FOR VALUE RECEIVED, the undersigned, TT IN Fishers Union Holdings, LLC ("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 $36,220,000 and interest thereon, during the term of the Loan Agreement (the "Loan Agreement") dated as of April 1, 2025 between Issuer and Borrower, commencing one business day prior to the next succeeding February 1 or August 1 after the latest of the Funding Dates (as defined in the 2025 Trust Indenture, dated as of April 1, 2025 (the "Trust Indenture") between the Issuer and Regions Bank, 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

TT IN FISHERS UNION HOLDINGS, LLC

_____

ENDORSEMENT

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

CITY OF FISHERS, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Controller

DMS 42699079.4

Council Action Form

MEETING DATE	April 21, 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. After the first reading of this Ordinance, the Ordinance has been amended to more specifically provide for the sources of payment for the Series 2025 Bonds in response to ongoing discussions with the Developer team. These amendments include identifying that certain excess TIF revenues from the Stations Economic Development Allocation Area within the City, a reserve of TIF revenues from the Yard Economic Development Allocation Area, and certain taxpayer payments under certain Taxpayer Agreements among the Fishers Redevelopment Commission and the Developer will be used to make debt service payments on the Bonds. These amendments are reflected in the financing documents approved by the Ordinance.

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.	Approve the Ordinance
	2.	Disapprove the Ordinance
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION	Staff recommends that the Council approve the Ordinance.

Form Revised: 03/20/2019

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Form of Trust Indenture - Exhibit A 3. Form of Loan Agreement - Exhibit B

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.	Approve the Ordinance
	2.	Deny the Ordinance and Provide Alternative Direction
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the ordinance.	

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-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 _21st _ day of ___April_____, 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 _21st____ day of _____April_____2025, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____**April 21, 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

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-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 _21st _ day of ___April_____, 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	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 _21st____ day of _____April_____2025, at _8:40_____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ _____**April 21, 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

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.	Approve the Ordinance
	2.	Deny the Ordinance and Provide Alternative Direction
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the ordinance.	

Form Revised: 03/20/2019

SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/I-69 Economic Development Area and the Expansion of an Allocation Area			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R042125C	
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 Redevelopment Commission and the Plan Commission have approved the expansion of the previously designated Crossing Lot 3 Allocation Area within the Consolidated Fishers/I-69 Economic Development Area. The expansion aligns this allocation area with the footprint of likely development within this area incident to the Union Project.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the expansion of the allocation area.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission - Exhibit A Plan Commission - Exhibit B	

Form Revised: 03/20/2019

RESOLUTION NO. FRC 04R040125

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA TO EXPAND THE CROSSING LOT 3 ALLOCATION AREA AND REAFFIRMING THE DEVELOPMENT PLAN FOR SAID AREA

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Allocation Areas"), which Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, the Commission, on October 22, 2024, adopted its Resolution No. FRC 01R102224 which was subsequently confirmed by the Commission's Resolution No. FRC 03R012125, adopted on January 21, 2025 (such resolution, as confirmed, the "Prior Resolution"); and

WHEREAS, the Prior Resolution amended the Declaratory Resolution and the Plan to, in part, designate the Lot 3 Crossing Allocation Area within the Area and to incorporate the Projects (as defined in Exhibit H to the Prior Resolution) into the Plan including making certain findings about the Crossing Lot 3 Allocation Area and the Projects (the "Findings"); and

WHEREAS, the Commission now desires to further amend the Declaratory Resolution, pursuant to Sections 15-17.5 of the Act, to (i) expand the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A hereto (the "Allocation Area Expansion Parcels") for the purpose of further advancing the Projects as provided in the Plan, as amended by the Prior Resolution and (ii) to reaffirm the Plan for the Area in its entirety including the Findings which are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (the "Amendments"); and

WHEREAS, the Commission has thoroughly studied that portion of the City of Fishers, Indiana (the "City") described on Exhibit A attached hereto; and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels described on Exhibit B attached hereto, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels, the parts of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels to be devoted to public ways, levees, sewerage, and other public purposes under the Plan as amended herein, and lists of the owners of any parcels proposed to be acquired, together with an estimate of the cost of acquisition and redevelopment; and

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

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of "economic development areas" and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

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

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17.5, 39, 41, and 43 of the Act to the Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS, INDIANA REDEVELOPMENT COMMISSION AS FOLLOWS:

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

2. The Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of conditions that lower the value of the land below that of nearby land, lack of development, age, and other similar conditions, including without limitation the cost of the projects contemplated by the Amendments.

3. The public health and welfare will be benefited by accomplishment of the Amendments, and it will be of public utility and benefit to amend the Declaratory Resolution and the Plan as set forth herein.

4. The accomplishment of the Amendments will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Plan conforms to the plan of development for the City.

6. The Plan does not contemplate the acquisition of property as a part of the economic development strategy, and the Department does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the expanded Crossing Lot 3 Allocation Area. If in the

future, the Department proposes to acquire specific parcels of land, the required procedures under the Act will be followed.

7. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, including the Projects, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

8. The Commission hereby reaffirms the specific findings set forth in the Plan including the Findings and the Plan is hereby in all respects reaffirmed and approved as applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels. The secretary of this Commission is hereby directed to file a copy of the Plan with the minutes of this meeting.

9. The Declaratory Resolution is hereby amended to hereby incorporate the area described in Exhibit A hereto comprising the Allocation Area Expansion Parcels into the Crossing Lot 3 Allocation Area, for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under IC 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said Allocation Area Expansion Parcels shall be allocated and distributed as follows:

> Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the Crossing Lot 3 Allocation Area previously designated as the Crossing Lot 3 Allocation Fund" and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

10. The allocation provisions in Section 10 hereof shall apply to the Allocation Area Expansion Parcels portion of the Crossing Lot 3 Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Crossing Lot 3 Allocation Area that would not have been generated but for the adoption of the allocation provision, as specifically evidenced by the Findings set forth in the Plan. The base assessment date for the Allocation Area Expansion Parcels is January 1, 2025.

11. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and subject to the Act, the allocation provisions herein shall expire on the date that is twenty-five (25) years from the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the Crossing Lot 3 Allocation Area.

12. The Commission hereby finds and determines that the foregoing Amendments to the Declaratory Resolution and the reaffirmation of the Plan and the Findings (as described in Sections 1-12 above) are reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act, and that the Declaratory Resolution and Plan, with the proposed Amendments, conform to the comprehensive plan for the City.

13. Except as set forth above, the terms of the Declaratory Resolution remain in full force and effect.

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

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

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

Adopted the 11th day of March, 2025.

CITY OF FISHERS REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

EXHIBIT A

Map Describing the Allocation Area Expansion Parcels to be Added to the Crossing Lot 3 Allocation Area

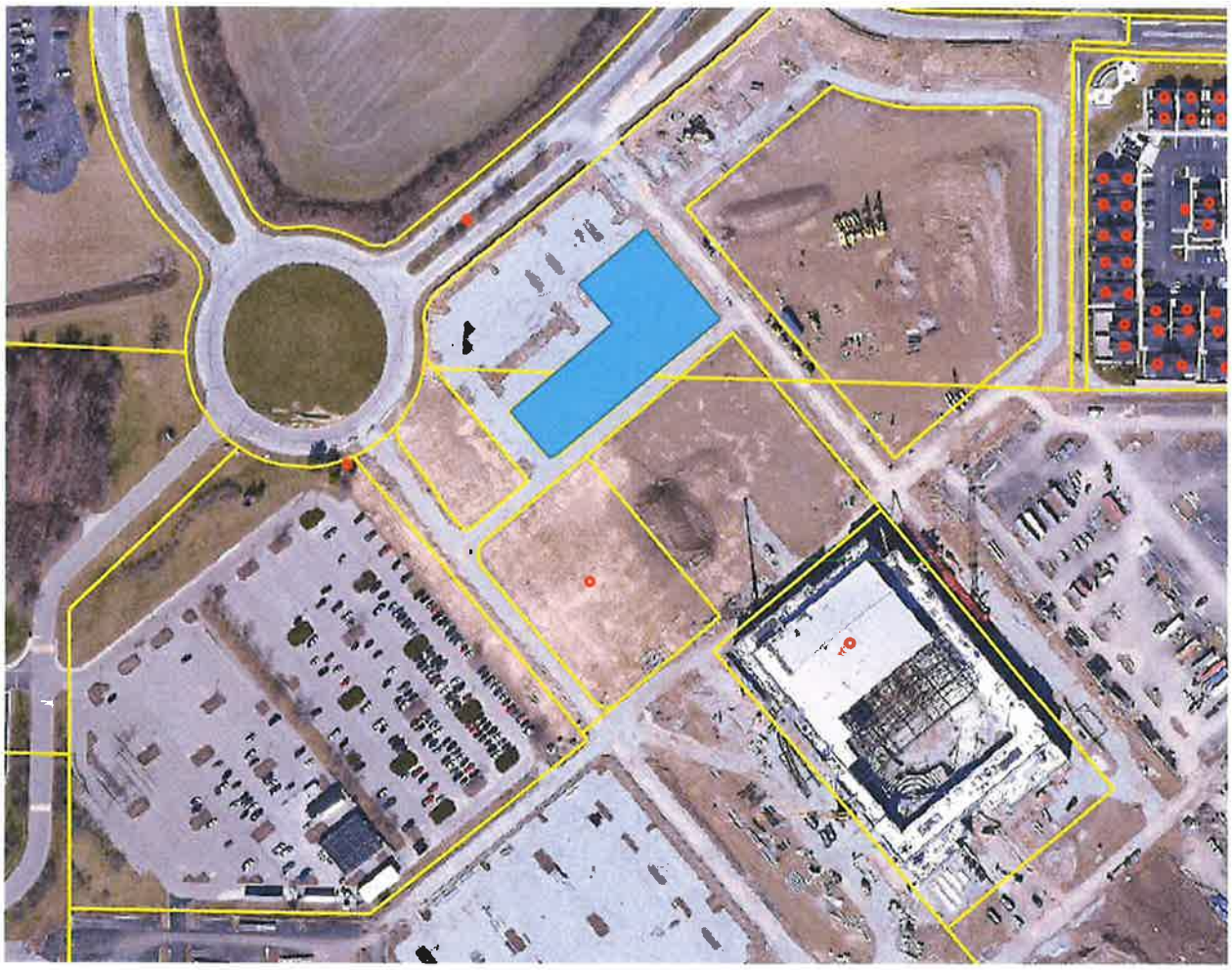
The area identified in light blue in the below map is to be added to the Crossing Lot 3 Allocation Area.

Parcel No. 15-15-06-00-00-002.413
15-15-06-00-00-013.001

EXHIBIT B

Map Describing the Crossing Lot 3 Allocation Area as Expanded

The area identified in light blue in the below map is to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels.



Parcel No. 15-15-06-00-00-002.413
15-15-06-00-00-013.001
15-15-06-00-00-002.113

DMS 46527955.1

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

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Existing Allocation Areas"), which Existing Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on April 1, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 04R040125 (the "Resolution"), which (i) expanded the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A to the Resolution (such area, the "Allocation Area Expansion Parcels") and (ii) reaffirmed the Plan for the Area in its entirety including the Findings (as defined in the Resolution) which the Commission determined are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (collectively, the "Amendments"); and

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

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

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

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

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

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

Passed by the City of Fishers Plan Commission this 2nd day of April, 2025.

CITY OF FISHERS PLAN COMMISSION

President

ATTEST:

Secretary

DMS 46855842.1

RESOLUTION NO. R042125C

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 AND THE EXPANSION OF AN ALLOCATION AREA

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Existing Allocation Areas"), which Existing Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on April 1, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 04R040125 (the "Resolution"), which (i) expanded the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A to the Resolution (such area, the "Allocation Area Expansion Parcels") and (ii) reaffirmed the Plan for the Area in its entirety including the Findings (as defined in the Resolution) which the Commission determined are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (collectively, the "Amendments"); and

WHEREAS, on April 2, 2025, the Fishers Plan Commission approved and adopted a resolution (the "Approving Order") approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City"), and has submitted the Approving Order to the Common Council of the City (the "Council"); and

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

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

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

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

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this __21st___ day of ____April_____, 2025.

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

R042125C

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 __21st___ day of ____April_____2025, at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____**April 21, 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 47067346.1

RESOLUTION NO. R042125C

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 AND THE EXPANSION OF AN ALLOCATION AREA

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Existing Allocation Areas"), which Existing Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on April 1, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 04R040125 (the "Resolution"), which (i) expanded the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A to the Resolution (such area, the "Allocation Area Expansion Parcels") and (ii) reaffirmed the Plan for the Area in its entirety including the Findings (as defined in the Resolution) which the Commission determined are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (collectively, the "Amendments"); and

WHEREAS, on April 2, 2025, the Fishers Plan Commission approved and adopted a resolution (the "Approving Order") approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the "City"), and has submitted the Approving Order to the Common Council of the City (the "Council"); and

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

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

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

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

DULY PASSED AND ADOPTED by the Common Council of the City of Fishers on this __21st___ day of ____April_____, 2025.

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

R042125C

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 __21st___ day of ____April_____2025, at ___8:40___p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____April 21, 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 47067346.1

RESOLUTION NO. FRC 04R040125

RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA TO EXPAND THE CROSSING LOT 3 ALLOCATION AREA AND REAFFIRMING THE DEVELOPMENT PLAN FOR SAID AREA

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Allocation Areas"), which Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, the Commission, on October 22, 2024, adopted its Resolution No. FRC 01R102224 which was subsequently confirmed by the Commission's Resolution No. FRC 03R012125, adopted on January 21, 2025 (such resolution, as confirmed, the "Prior Resolution"); and

WHEREAS, the Prior Resolution amended the Declaratory Resolution and the Plan to, in part, designate the Lot 3 Crossing Allocation Area within the Area and to incorporate the Projects (as defined in Exhibit H to the Prior Resolution) into the Plan including making certain findings about the Crossing Lot 3 Allocation Area and the Projects (the "Findings"); and

WHEREAS, the Commission now desires to further amend the Declaratory Resolution, pursuant to Sections 15-17.5 of the Act, to (i) expand the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A hereto (the "Allocation Area Expansion Parcels") for the purpose of further advancing the Projects as provided in the Plan, as amended by the Prior Resolution and (ii) to reaffirm the Plan for the Area in its entirety including the Findings which are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (the "Amendments"); and

WHEREAS, the Commission has thoroughly studied that portion of the City of Fishers, Indiana (the "City") described on Exhibit A attached hereto; and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels described on Exhibit B attached hereto, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels, the parts of the Crossing Lot 3 Allocation Area including the Allocation Area Expansion Parcels to be devoted to public ways, levees, sewerage, and other public purposes under the Plan as amended herein, and lists of the owners of any parcels proposed to be acquired, together with an estimate of the cost of acquisition and redevelopment; and

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

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of "economic development areas" and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

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

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17.5, 39, 41, and 43 of the Act to the Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS, INDIANA REDEVELOPMENT COMMISSION AS FOLLOWS:

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

2. The Amendments cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of conditions that lower the value of the land below that of nearby land, lack of development, age, and other similar conditions, including without limitation the cost of the projects contemplated by the Amendments.

3. The public health and welfare will be benefited by accomplishment of the Amendments, and it will be of public utility and benefit to amend the Declaratory Resolution and the Plan as set forth herein.

4. The accomplishment of the Amendments will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Plan conforms to the plan of development for the City.

6. The Plan does not contemplate the acquisition of property as a part of the economic development strategy, and the Department does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the expanded Crossing Lot 3 Allocation Area. If in the

future, the Department proposes to acquire specific parcels of land, the required procedures under the Act will be followed.

7. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, including the Projects, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

8. The Commission hereby reaffirms the specific findings set forth in the Plan including the Findings and the Plan is hereby in all respects reaffirmed and approved as applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels. The secretary of this Commission is hereby directed to file a copy of the Plan with the minutes of this meeting.

9. The Declaratory Resolution is hereby amended to hereby incorporate the area described in Exhibit A hereto comprising the Allocation Area Expansion Parcels into the Crossing Lot 3 Allocation Area, for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under IC 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said Allocation Area Expansion Parcels shall be allocated and distributed as follows:

> Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the Crossing Lot 3 Allocation Area previously designated as the Crossing Lot 3 Allocation Fund" and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

10. The allocation provisions in Section 10 hereof shall apply to the Allocation Area Expansion Parcels portion of the Crossing Lot 3 Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Crossing Lot 3 Allocation Area that would not have been generated but for the adoption of the allocation provision, as specifically evidenced by the Findings set forth in the Plan. The base assessment date for the Allocation Area Expansion Parcels is January 1, 2025.

11. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and subject to the Act, the allocation provisions herein shall expire on the date that is twenty-five (25) years from the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the Crossing Lot 3 Allocation Area.

12. The Commission hereby finds and determines that the foregoing Amendments to the Declaratory Resolution and the reaffirmation of the Plan and the Findings (as described in Sections 1-12 above) are reasonable and appropriate when considered in relation to the original Declaratory Resolution and Plan and the purposes of the Act, and that the Declaratory Resolution and Plan, with the proposed Amendments, conform to the comprehensive plan for the City.

13. Except as set forth above, the terms of the Declaratory Resolution remain in full force and effect.

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

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

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

Adopted the 11th day of March, 2025.

CITY OF FISHERS REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

EXHIBIT A

Map Describing the Allocation Area Expansion Parcels to be Added to the Crossing Lot 3 Allocation Area

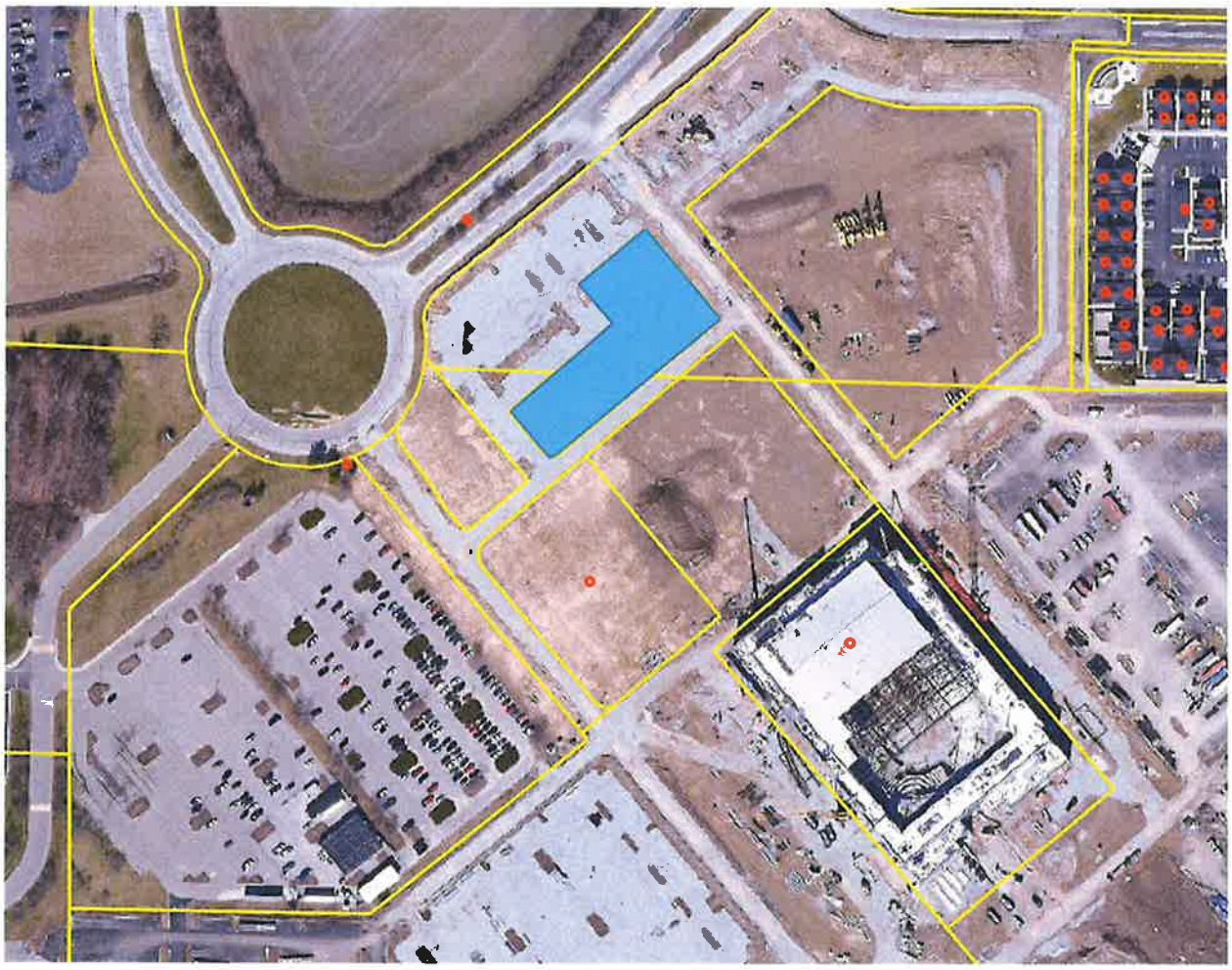
The area identified in light blue in the below map is to be added to the Crossing Lot 3 Allocation Area.

Parcel No. 15-15-06-00-00-002.413
15-15-06-00-00-013.001

EXHIBIT B

Map Describing the Crossing Lot 3 Allocation Area as Expanded

The area identified in light blue in the below map is to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels.



Parcel No. 15-15-06-00-00-002.413
15-15-06-00-00-013.001
15-15-06-00-00-002.113

DMS 46527955.1

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

WHEREAS, the City of Fishers Redevelopment Commission (the "Redevelopment Commission"), governing body of the City of Fishers Department of Redevelopment (the "Department"), previously adopted and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding an economic development area known as the "Consolidated Fishers/I-69 Economic Development Area" (the "Area"), designating certain portions of the Area as "allocation areas" for purposes of Section 39 of the Act (collectively, the "Existing Allocation Areas"), which Existing Allocation Areas include, among others, an allocation area designated as the Crossing Lot 3 Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the "Plan"), pursuant to Indiana Code 36-7-14, as amended (the "Act"); and

WHEREAS, on April 1, 2025, the Redevelopment Commission approved and adopted Resolution No. FRC 04R040125 (the "Resolution"), which (i) expanded the Crossing Lot 3 Allocation Area to incorporate the area described on Exhibit A to the Resolution (such area, the "Allocation Area Expansion Parcels") and (ii) reaffirmed the Plan for the Area in its entirety including the Findings (as defined in the Resolution) which the Commission determined are equally applicable to the Crossing Lot 3 Allocation Area as expanded to include the Allocation Area Expansion Parcels (collectively, the "Amendments"); and

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

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

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

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

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

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

Passed by the City of Fishers Plan Commission this 2nd day of April, 2025.

CITY OF FISHERS PLAN COMMISSION

President

ATTEST:

Secretary

DMS 46855842.1

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	A Resolution of the Common Council of the City of Fishers, Indiana Approving Certain Matters in Connection with an Amendment to the Declaratory Resolution for the Consolidated Fishers/I-69 Economic Development Area and the Expansion of an Allocation Area			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☐Ordinance	☒Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☐3rd Reading ☒Final Reading
	Ordinance #:		Resolution #: R042125C	
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 Redevelopment Commission and the Plan Commission have approved the expansion of the previously designated Crossing Lot 3 Allocation Area within the Consolidated Fishers/I-69 Economic Development Area. The expansion aligns this allocation area with the footprint of likely development within this area incident to the Union Project.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Approve Resolution
	2.	Deny Approval of Resolution
	3.	
	4.	
PROJECT TIMELINE	Following approval of the Council, the Redevelopment Commission will consider final approval of the expansion of the allocation area.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council approve the Resolution at this meeting.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Resolutions of the Redevelopment Commission - Exhibit A Plan Commission - Exhibit B	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Resolution Approving Amended And Restated Project Agreement			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐Work Session ☐Executive	**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 #: **R042125F**	
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	
	X 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)	Since the City Bodies approved the last version of the Union and Crossing Project Agreement, the City and Developer anticipate less increment from the Yard Allocation area as a result of a pending appeal of the Yard's tax assessment. As a result, the Developer has requested and the City desires to provide additional coverage for the Bonds issued for the Project by pledging additional tax increment to debt service on the Bonds. The changes, however, do not result in additional financial incentives to the Developer. Instead, the changes help ensure that sufficient increment is available to pay the Bonds in the issuance amount previously approved by the City. The specific changes to the Project Agreement are as follows: 1) Excess TIF from the Stations is additionally pledged to debt service; and 2) A specific order is set forth for how tax increment is used to pay debt services ((1) Union Project Increment; (2) Additional Crossing Increment; and (3) Adjacent Excess TIF (excess Yard TIF and excess Stations TIF)).

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

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution and Amended And Restated Project Agreement.
	2.	Reject the Resolution and Amended And Restated Project Agreement.

PROJECT TIMELINE	Project Closing by or before May 20, 2025
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Amended And Restated Project Agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	

Form Revised: 03/20/2019

AMENDED AND RESTATED PROJECT AGREEMENT

This Amended And Restated Project Agreement (the "**Agreement**") is executed as of the day of 21st of April, 2025, by and among **Thompson Thrift Development, Inc.**, an Indiana corporation, ("**Developer**"), **City of Fishers, Indiana** ("**City**"), **Fishers Town Hall Building Corporation** ("**Building Corp.**"), **City of Fishers Redevelopment Commission** ("**RDC**"), and **City of Fishers Economic Development Commission** ("**EDC**" and together with the Developer, City, Building Corp. and RDC, the "Parties" and each a "Party") on the following terms and conditions:

Recitals

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

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

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

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

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

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

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

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

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

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

Agreement

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

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

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

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

Adjacent Excess TIF shall mean excess tax increment not to exceed $500,000 annually, in the aggregate, consisting of: (i) the available excess tax increment from the (a) Yard Allocation Area, and (b) Stations Allocation Area (any amount not required to pay debt service and other typical administrative costs associated with the Yard Bonds or Stations Bonds, respectively).

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

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

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

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

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

Bond(s) shall mean, for the Projects (and whether referring to the Senior Bonds or Subordinate Bonds), one or more series of taxable or tax exempt (as collaboratively determined by the City

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

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

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

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

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

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

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

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

Closing shall mean, for each of the Projects, to the extent such has not previously occurred, (a) recordation of the Plat; (b) execution of all Ancillary Agreements; (c) the City's approval of the Budget; (d) the City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (e)

Project Lender issuing the Project Loan to Developer (and Developer authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions); (f) with respect to the Crossing Project, Developer's payment of the Crossing Project Price to the City; and (g) the Parties approval of applicable financial analyses, including, without limitation, the estimated assessed value, estimated tax increment, available Bond Proceeds, reserve requirements and capitalized interest, if applicable, and schedule of initial and continuing debt service payments (for each project, the "**Project Analysis**").

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

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

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

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

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

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

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

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

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

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives

written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of default. Notwithstanding the preceding, a Cure Period shall not be applicable to a default under an Ancillary Agreement, and specific cure periods for such defaults shall be expressly set forth in such Ancillary Agreement.

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

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

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

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

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

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

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

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

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

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the applicable Diligence Period; and (b) prior to the applicable Closing, all actual, out-of-pocket, third-party costs and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed $100,000).

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

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

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

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

Pledged Increment shall mean, for the (a) Union Project Senior Bonds, the following in the following order of use: (i) the Project Increment generated in the Union Allocation Area, (ii) Project Increment generated in the Additional Crossing Allocation Areas , (iii) the Adjacent Excess TIF (if available and needed to pay debt service on the Union Project Senior Bonds) and (iv) the Reserve, which shall only be applied in the event Adjacent Excess TIF is needed to pay debt service on the Union Project Senior Bonds and is ever less than $500,000 in any year; (b) Union Project Subordinate Bonds, the following in the following order of use: (i) the Project Increment generated in the Union Allocation Area, (ii) the Project Increment generated in the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds; (c) Crossing Project Senior Bonds, the following in the following order of use: (i) the Project Increment generated in the Crossing Allocation Area, (ii) the Project Increment generated in the Adjacent Excess TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds); and (d) Crossing Project Subordinate Bonds, the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing Project Senior Bonds.

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

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

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

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

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

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

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

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

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

Reimbursement Amount shall mean the positive difference, if any, between the estimated, annual, aggregate amount of tax increment for each parcel in the Additional Crossing Allocation Area as included in **Exhibit J** (collectively, or for each parcel, the "**Additional Estimated Taxes**"), and the annual, aggregate tax increment actually generated by each parcel within the Additional Crossing Allocation Area. For example, if the Project Increment generated for Lot 6 on May 10, 2028 is $50,000.00, City shall be liable for a Reimbursement Amount of $36,035.00 for Lot 6.

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

Reserve shall mean not less than One Million and no/100 Dollars ($1,000,000.00) in excess tax increment from the Yard Allocation Area that is maintained by the City during the Bond Term. The Reserve shall only be applied to shortfalls in the Adjacent Excess TIF, to the extent Adjacent Excess TIF is ever less than $500,000 in any year.

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

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

Stations Allocation Area shall mean The Stations Economic Development Allocation Area, as depicted on **Exhibit A-1**.

Stations Bonds shall mean the City of Fishers, Indiana $5,000,000.00 Taxable Indiana Economic Development Revenue Bonds 2019C (the Stations Project) and City of Fishers, Indiana $14,620,000.00 Taxable Indiana Economic Development Revenue Refunding Bonds 2020.

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

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

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

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

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

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

Title Insurer shall mean First American Title Insurance Company.

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

Union Project shall mean, collectively, the development and construction of mixed-use project

envisioned to include (a) a hotel and 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, eight hundred square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately 70,000 square feet will be leasable; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Notwithstanding the foregoing, the Union Project may change in use and scope during the Diligence Period and shall ultimately be developed based on the Approved Plans. The Union Project shall culminate in approximately $160 Million to $180 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

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

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

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

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

Yard Allocation Area shall mean The Yard Economic Development Allocation Area, as depicted on **Exhibit A-2**.

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

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

2. Interpretation; Term and Other General Matters.

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

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

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing throughout the Bond Term (the "Agreement Term"). Except as expressly set

forth otherwise herein, this Agreement shall terminate upon the expiration of the Agreement Term; provided, however, the obligation of the Parties to pay any money owed pursuant to this Agreement, shall survive termination of this Agreement) This Agreement concerns two (2) separate and distinct Projects. As such, the terms and provisions herein, unless otherwise specifically stated, equally and separately apply to each of the Projects. For example, and without limitation Developer shall complete the Closing process described in Section 5 and the Plan Refinement process described in Section 12 for each of the Projects.

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

4. Developer's Obligations.

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

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

5. <u>Closing</u>. Subject to the terms and conditions of this Agreement,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Conditions to City Bodies' Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing (unless a specific Closing is stated) with respect to each of the Projects, are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

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

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

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

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

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

(f) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan

shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

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

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

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

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

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

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

9. Incurred Costs and Failure to Close. Each of the City Bodies and Developer is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other

Parties will proceed to Closing on or before the applicable Outside Closing Date. Accordingly, if this Agreement is terminated:

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

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

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

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

10. Representations and Warranties.

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

(b) Developer. Developer represents and warrants to each City Body that: (i) Developer is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana, (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of Developer, (vi) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the

Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer, and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Developer has employees, Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Developer has employees, Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Developer states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq*. are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq*., if Developer has employees, Developer covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Developer has employees, within ten (10) days after the Effective Date, Developer shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative if Developer has employees. Developer states that it does not currently have employees.

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

11. Allocation Areas and Pledged Increment; Bonds Structure.

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

(b) Payment Order. The respective Pledged Increment will be utilized in the following order: (i) to make current payments of interest and principal on the respective Senior Bonds, (ii) to replenish reserves for the respective Senior Bonds, (iii) to remedy any prior shortfalls with respect to payments of interest and principal on the respective Senior Bonds pursuant to the related Taxpayer Agreements (in any instance, a "**Shortfall**") or, in the event of a Shortfall, reimburse Developer or a Developer affiliate if such entity makes a payment on the respective Senior Bonds (including its carrying costs for such payments), (iv) to pay Continuing Bond Costs, and (v) to make payments of interest and principal on the respective Subordinate Bonds. City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the

Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Beginning not less than thirty (30) days prior to the initial date for the first (1st) debt service payment on the Union Project (as stated in the Project Analysis) and continuing for each consecutive year thereafter during the Reimbursement Term (as that term is hereinafter defined), the City shall pay to Developer the Reimbursement Amount, if any semi-annually on or before May 10th and November 10th of each year of the Reimbursement Term. The **"Reimbursement Term"** is defined as the earlier of (i) twenty-five (25) years, or (ii) the date on which owners of the parcels within the Additional Crossing Allocation Area are liable for making a taxpayer payment pursuant to a developer obligations agreement that requires such owners to guarantee tax payments in an amount not less than the Additional Estimated Taxes for such parcel. For the avoidance of doubt, the Reimbursement Term may vary for each parcel within the Additional Crossing Allocation Area depending on when an owner of a parcel within the Additional Crossing Allocation Area is liable for making a payment pursuant to a Taxpayer Agreement. Notwithstanding the foregoing or anything included herein to the contrary, the Reimbursement Amount shall only be due from the City to the Developer in any semi-annual period, to the extent that Developer is required to make a taxpayer payment pursuant to a Taxpayer Agreement on any of the parcels comprising the Additional Crossing Allocation Area.

(c) The City agrees to provide the Adjacent Excess TIF for payment of debt service on the Bonds and to fund the Reserve as set forth herein.

For so long as the Bonds remain outstanding the City and the RDC shall not pledge the increment generated by the Stations Allocation Area to any additional obligations, without the prior written consent of the Developer.

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

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

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

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

(h) Bond Structuring. The Bonds may be structured in one or more series to support the Projects. It is currently anticipated that the Senior Bonds will (i) be payable solely from Pledged

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

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

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

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

Pledged Increment is insufficient and any Taxpayer Agreements covering portions of the Crossing Allocation Area will secure the Crossing Project Senior Bonds to the extent Pledged Increment is insufficient.

15. Default.

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

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

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

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

acting by, under, through, or on behalf of Developer; and (iv) the breach by Developer of any term or condition of this Agreement.

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

17. <u>Assignment</u>.

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

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

18. <u>Notice</u>. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifercmesserlaw@gmail.com; and to Developer, Ashlee Boyd (aboyd@thompsonthrift.com), with copies (via email, only) to: Brian Fritts (bfritts@thompsonthrift.com). Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

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

20. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Developer) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

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

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

23. Development Land. If the Closing for the Union Project does not occur prior to December 31, 2025, then Parties agree that within sixty (60) days thereafter, the City Bodies shall purchase (unless the Parties agree otherwise) the Development Land from Developer for the Development

Land Price as calculated pursuant to **Exhibit H** (including, without limitation, the cap of $5,900,000.00, the "**Development Land Price**") and pursuant to the terms included in. **Exhibit I** (the "**Development Land Closing Terms**"). However, upon Closing on the Union Project, the City Bodies' right and/or obligation to purchase the Development land shall automatically and without further action of the Parties terminate.

24. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Developer, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, Building Corp., EDC, RDC, and Developer. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Developer, the City, Building Corp., EDC, and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

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

26. <u>Index of Exhibits</u>:

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

[signatures on following pages]

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

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Date: _____April 21, 2025_____

“EDC”

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____
Its: _____

Date: _____

"**RDC**"

FISHERS REDEVELOPMENT
COMMISSION

By:_____
Damon Grothe, President

Date: _____

ATTEST:

By:_____
Anderson Schoenrock, Secretary

Date: _____

“BUILDING CORP.”

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
Jay Bangert, President

Attest: _____

Secretary

“DEVELOPER”

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____
_____, _____

Date: _____

EXHIBIT A-1
Stations Allocation Area

EXHIBIT A-2

Yard Allocation Area

EXHIBIT B
Additional Crossing Allocation Areas

EXHIBIT C-1
Concept Plan (Union Project)

Exhibit C-2
CONCEPT PLAN (CROSSING PROJECT)

EXHIBIT D
Project Site (Crossing Project)

EXHIBIT E
Project Site (Union Project)

EXHIBIT F
Developer Insurance Requirements

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

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

EXHIBIT H
Development Land Price

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

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

EXHIBIT I
Development Land Closing Terms

- Development Land Price shall be paid in immediately available funds by wire transfer in accordance with wire transfer instructions to be provided by the title insurer.

- City Bodies may assign the right to acquire the Development Land or any portion thereof but shall be liable to acquire the Development Land until closing on a transfer and conveyance to any third-party.

- Possession of the Development Land or any portion thereof shall be delivered at the City Closing, subject only to (a) the lien of current year taxes and assessments not delinquent; (b) any exceptions to title reflected in the commitment at the time of closing to which the City Bodies do not object; and (c) such other matters that are accepted by the City Bodies in writing.

- City Bodies shall pay or cause to be paid, on the closing date, all closing costs. except that each party shall pay its own attorneys' fees related to the city closing.

- Developer shall deliver: (a) the deed; (b) a vendor's affidavit from in form and substance such that the title insurer will issue the commitment; and (c) such other customary documents or instruments as required to be delivered in connection with a commercial real estate closing.

EXHIBIT J
Additional Crossing Allocation Area
Minimum Tax Amount (Per Parcel)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 3 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)
Lot 3A: Restaurant-Retail	20,862	$300	$6,258,600
Lot 3B: Restaurant-Retail	16,899	300	5,069,700
Total Estimated NAV			$11,328,300
Less: Estimated Base AV (4)			(1,100)
Estimated Incremental AV			11,327,200
Net Tax Rate (5)			$1.9127
Estimated Tax Increment		$108,000.00 May 10th $108,000.00 November 10th ($216,000.00, annually)	$216,660

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2027 for taxes payable year 2028.

(4) Represents the pay 2025 net assessed value of the project parcel located in the Crossing Lot 3 Allocation Area.

(5) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 5 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2027	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)	
CNP: Restaurant-Retail	15,975	$300	$4,792,500	$4,792,500
CNP: Indoor Courts	20,336	150	3,050,400	3,050,400
Total Estimated NAV	2027: $72,905.00 May 10th $72,905.00 November 10th $145,810, annually (2027)		$7,842,900	$7,842,900
Less: Estimated Base AV			(219,700) (4)	(3,500) (5)
Estimated Incremental AV			7,623,200	7,839,400
Net Tax Rate (6)	beginning 2028: $74,970.00 May 10th $74,970.00 November 10th $145,810, annually (2028-2049)		$1.9127	$1.9127
Estimated Tax Increment			$145,810	$149,940

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2026 for taxes payable year 2027.

(4) Represents the pay 2025 net assessed value of the parcels located in the Union Allocation Area, the Crossing Lot 3, Crossing Lot 5, and Crossing Lot 6 Allocation Areas. Includes all Allocation Areas since the Union Project, Crossing Lot 3 Project, and Crossing Lot 6 Project are not first assessed until January 1, 2027 for taxes payable 2028.

(5) Represents the pay 2025 net assessed value of the project parcel located in the Crossing Lot 5 Allocation Area.

(6) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 6 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)
Crossing Block B: Hotel	125	$73,500	$9,187,500
Less: Estimated Base AV (4)			(191,200)
Estimated Incremental AV			8,996,300
Net Tax Rate (5)			$1.9127
Estimated Tax Increment		$86,035.00 May 10th $86,035.00 November 10th $172,070.00 annually	$172,070

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2027 for taxes payable year 2028.

(4) Represents the pay 2025 net assessed value of the portion of the project parcel, that will be developed, located in the Crossing Lot 6 Allocation Area. Assumes 25% of the parcel will be split and that portion will make up the Crossing Lot 6 Allocation Area. If the parcel split does not occur, the base assessed value will be higher, therefore respectively lowering incremental assessed value.

(5) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

RESOLUTION NO. R042125F

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

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

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

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

WHEREAS, thereafter, Developer determined that it needed to restructure the Bonds, and the City Bodies approved an Amended and Restated Project Agreement to accommodate the changes (the "Amended Agreement");

WHEREAS, since the City Bodies approved the Amended Agreement, the City and Developer have determined that the Yard Allocation Area will likely generate less tax increment than needed to pay debt service on the Bonds a result of a pending appeal of the Yard's tax assessment;

WHEREAS, as a result, the Developer has requested and the City desires to (a) provide more coverage for the Bonds by additionally pledging excess tax increment from the Stations Allocation Area to the Bonds; and (b) specifically order how tax increment is used to pay debt service on the Bonds, all pursuant to an agreement substantially similar to the Amended and Restated Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "Second Amendment Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Second Amended Agreement.

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

Section 1. The City Council hereby approves an amended and restated project agreement substantially similar to the Second Amended Agreement.

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

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

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this __21st__ day of April, 2**COMMON COUNCIL OF THE CITY OF FISHERS,**

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA **R042125F**

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 ____**21st**____ day of __April____**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 is 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. R042125F

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

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

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

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

WHEREAS, thereafter, Developer determined that it needed to restructure the Bonds, and the City Bodies approved an Amended and Restated Project Agreement to accommodate the changes (the "Amended Agreement");

WHEREAS, since the City Bodies approved the Amended Agreement, the City and Developer have determined that the Yard Allocation Area will likely generate less tax increment than needed to pay debt service on the Bonds a result of a pending appeal of the Yard's tax assessment;

WHEREAS, as a result, the Developer has requested and the City desires to (a) provide more coverage for the Bonds by additionally pledging excess tax increment from the Stations Allocation Area to the Bonds; and (b) specifically order how tax increment is used to pay debt service on the Bonds, all pursuant to an agreement substantially similar to the Amended and Restated Project Agreement attached hereto and incorporated herein as **Exhibit A** (the "Second Amendment Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Second Amended Agreement.

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

Section 1. The City Council hereby approves an amended and restated project agreement substantially similar to the Second Amended Agreement.

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

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

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this __21st__ day of April, 2**COMMON COUNCIL OF THE CITY OF FISHERS,**

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

R042125F

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 ___21st__ day of ___April___**2025** at 8:40 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ ____**April 21, 2025**_____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument is 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

“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

AMENDED AND RESTATED PROJECT AGREEMENT

This Amended And Restated Project Agreement (the "**Agreement**") is executed as of the day of 21st of April, 2025, by and among **Thompson Thrift Development, Inc.**, an Indiana corporation, ("**Developer**"), **City of Fishers, Indiana** ("**City**"), **Fishers Town Hall Building Corporation** ("**Building Corp.**"), **City of Fishers Redevelopment Commission** ("**RDC**"), and **City of Fishers Economic Development Commission** ("**EDC**" and together with the Developer, City, Building Corp. and RDC, the "Parties" and each a "Party") on the following terms and conditions:

Recitals

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

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

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

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

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

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

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

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

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

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

Agreement

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

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

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

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

Adjacent Excess TIF shall mean excess tax increment not to exceed $500,000 annually, in the aggregate, consisting of: (i) the available excess tax increment from the (a) Yard Allocation Area, and (b) Stations Allocation Area (any amount not required to pay debt service and other typical administrative costs associated with the Yard Bonds or Stations Bonds, respectively).

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

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

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

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

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

Bond(s) shall mean, for the Projects (and whether referring to the Senior Bonds or Subordinate Bonds), one or more series of taxable or tax exempt (as collaboratively determined by the City

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

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

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

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

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

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

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

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

Closing shall mean, for each of the Projects, to the extent such has not previously occurred, (a) recordation of the Plat; (b) execution of all Ancillary Agreements; (c) the City's approval of the Budget; (d) the City's issuance of the Bonds and the purchase of the Bonds by the Purchaser; (e)

Project Lender issuing the Project Loan to Developer (and Developer authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions); (f) with respect to the Crossing Project, Developer's payment of the Crossing Project Price to the City; and (g) the Parties approval of applicable financial analyses, including, without limitation, the estimated assessed value, estimated tax increment, available Bond Proceeds, reserve requirements and capitalized interest, if applicable, and schedule of initial and continuing debt service payments (for each project, the "**Project Analysis**").

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

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

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

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

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

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

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

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

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

Cure Period shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives

written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of default. Notwithstanding the preceding, a Cure Period shall not be applicable to a default under an Ancillary Agreement, and specific cure periods for such defaults shall be expressly set forth in such Ancillary Agreement.

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

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

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

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

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

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

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

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

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

Incurred Costs shall mean, if this Agreement is terminated (a) after expiration of the applicable Diligence Period; and (b) prior to the applicable Closing, all actual, out-of-pocket, third-party costs and expenses incurred by a party through the date of such termination, to the extent not previously paid or reimbursed by the other party (not to exceed $100,000).

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

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

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

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

Pledged Increment shall mean, for the (a) Union Project Senior Bonds, the following in the following order of use: (i) the Project Increment generated in the Union Allocation Area, (ii) Project Increment generated in the Additional Crossing Allocation Areas , (iii) the Adjacent Excess TIF (if available and needed to pay debt service on the Union Project Senior Bonds) and (iv) the Reserve, which shall only be applied in the event Adjacent Excess TIF is needed to pay debt service on the Union Project Senior Bonds and is ever less than $500,000 in any year; (b) Union Project Subordinate Bonds, the following in the following order of use: (i) the Project Increment generated in the Union Allocation Area, (ii) the Project Increment generated in the Additional Crossing Allocation Areas following payment of the Union Project Senior Bonds; (c) Crossing Project Senior Bonds, the following in the following order of use: (i) the Project Increment generated in the Crossing Allocation Area, (ii) the Project Increment generated in the Adjacent Excess TIF (if available and needed to pay debt service on the Crossing Project Senior Bonds); and (d) Crossing Project Subordinate Bonds, the Project Increment Generated in the Crossing Allocation Area following payment of the Crossing Project Senior Bonds.

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

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

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

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

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

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

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

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

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

Reimbursement Amount shall mean the positive difference, if any, between the estimated, annual, aggregate amount of tax increment for each parcel in the Additional Crossing Allocation Area as included in **Exhibit J** (collectively, or for each parcel, the "**Additional Estimated Taxes**"), and the annual, aggregate tax increment actually generated by each parcel within the Additional Crossing Allocation Area. For example, if the Project Increment generated for Lot 6 on May 10, 2028 is $50,000.00, City shall be liable for a Reimbursement Amount of $36,035.00 for Lot 6.

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

Reserve shall mean not less than One Million and no/100 Dollars ($1,000,000.00) in excess tax increment from the Yard Allocation Area that is maintained by the City during the Bond Term. The Reserve shall only be applied to shortfalls in the Adjacent Excess TIF, to the extent Adjacent Excess TIF is ever less than $500,000 in any year.

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

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

Stations Allocation Area shall mean The Stations Economic Development Allocation Area, as depicted on **Exhibit A-1**.

Stations Bonds shall mean the City of Fishers, Indiana $5,000,000.00 Taxable Indiana Economic Development Revenue Bonds 2019C (the Stations Project) and City of Fishers, Indiana $14,620,000.00 Taxable Indiana Economic Development Revenue Refunding Bonds 2020.

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

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

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

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

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

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

Title Insurer shall mean First American Title Insurance Company.

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

Union Project shall mean, collectively, the development and construction of mixed-use project

envisioned to include (a) a hotel and 15,500 square feet of retail space; (b) four (4) retail structures totaling approximately thirty-one thousand, eight hundred square feet (31,000 sq. ft.); (c) approximately eighty-thousand square feet (80,000 sq. ft.) of Class-A office space, of which approximately 70,000 square feet will be leasable; (d) a mixed-use building comprised of approximately two hundred fifty (250) units and twelve thousand square feet (12,000 sq. ft.) of retail space; and (e) garages to support other project elements. Notwithstanding the foregoing, the Union Project may change in use and scope during the Diligence Period and shall ultimately be developed based on the Approved Plans. The Union Project shall culminate in approximately $160 Million to $180 Million in private investment in the City, which is subject to change based upon the Approved Plan and corresponding uses.

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

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

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

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

Yard Allocation Area shall mean The Yard Economic Development Allocation Area, as depicted on **Exhibit A-2**.

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

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

2. Interpretation; Term and Other General Matters.

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

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

(c) The term of this Agreement shall be for the period commencing on the Effective Date and continuing throughout the Bond Term (the "Agreement Term"). Except as expressly set

forth otherwise herein, this Agreement shall terminate upon the expiration of the Agreement Term; provided, however, the obligation of the Parties to pay any money owed pursuant to this Agreement, shall survive termination of this Agreement) This Agreement concerns two (2) separate and distinct Projects. As such, the terms and provisions herein, unless otherwise specifically stated, equally and separately apply to each of the Projects. For example, and without limitation Developer shall complete the Closing process described in Section 5 and the Plan Refinement process described in Section 12 for each of the Projects.

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

4. Developer's Obligations.

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

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

5. <u>Closing</u>. Subject to the terms and conditions of this Agreement,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Conditions to City Bodies' Obligations. Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing (unless a specific Closing is stated) with respect to each of the Projects, are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

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

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

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

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

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

(f) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan

shall be immediately available to Developer without Developer's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

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

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

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

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

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

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

9. Incurred Costs and Failure to Close. Each of the City Bodies and Developer is entering into this Agreement, and incurring significant expense, under the good-faith assumption that the other

Parties will proceed to Closing on or before the applicable Outside Closing Date. Accordingly, if this Agreement is terminated:

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

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

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

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

10. Representations and Warranties.

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

(b) Developer. Developer represents and warrants to each City Body that: (i) Developer is an Indiana corporation, duly existing and validly formed under the laws of the State of Indiana, (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (iii) it has the authority: (A) to enter into this Agreement; and (B) to perform its obligations hereunder, (iv) it duly has been authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (v) this Agreement is the legal, valid, and binding obligation of Developer, (vi) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the

Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer, and (vii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Developer has employees, Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Developer has employees, Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Developer states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq*. are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq*., if Developer has employees, Developer covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Developer has employees, within ten (10) days after the Effective Date, Developer shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to the City's authorized representative if Developer has employees. Developer states that it does not currently have employees.

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

11. Allocation Areas and Pledged Increment; Bonds Structure.

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

(b) Payment Order. The respective Pledged Increment will be utilized in the following order: (i) to make current payments of interest and principal on the respective Senior Bonds, (ii) to replenish reserves for the respective Senior Bonds, (iii) to remedy any prior shortfalls with respect to payments of interest and principal on the respective Senior Bonds pursuant to the related Taxpayer Agreements (in any instance, a "**Shortfall**") or, in the event of a Shortfall, reimburse Developer or a Developer affiliate if such entity makes a payment on the respective Senior Bonds (including its carrying costs for such payments), (iv) to pay Continuing Bond Costs, and (v) to make payments of interest and principal on the respective Subordinate Bonds. City Bodies shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the

Pledged Increment. City Bodies shall not be liable for any shortfall in the Pledged Increment. Beginning not less than thirty (30) days prior to the initial date for the first (1st) debt service payment on the Union Project (as stated in the Project Analysis) and continuing for each consecutive year thereafter during the Reimbursement Term (as that term is hereinafter defined), the City shall pay to Developer the Reimbursement Amount, if any semi-annually on or before May 10th and November 10th of each year of the Reimbursement Term. The **"Reimbursement Term"** is defined as the earlier of (i) twenty-five (25) years, or (ii) the date on which owners of the parcels within the Additional Crossing Allocation Area are liable for making a taxpayer payment pursuant to a developer obligations agreement that requires such owners to guarantee tax payments in an amount not less than the Additional Estimated Taxes for such parcel. For the avoidance of doubt, the Reimbursement Term may vary for each parcel within the Additional Crossing Allocation Area depending on when an owner of a parcel within the Additional Crossing Allocation Area is liable for making a payment pursuant to a Taxpayer Agreement. Notwithstanding the foregoing or anything included herein to the contrary, the Reimbursement Amount shall only be due from the City to the Developer in any semi-annual period, to the extent that Developer is required to make a taxpayer payment pursuant to a Taxpayer Agreement on any of the parcels comprising the Additional Crossing Allocation Area.

(c) The City agrees to provide the Adjacent Excess TIF for payment of debt service on the Bonds and to fund the Reserve as set forth herein.

For so long as the Bonds remain outstanding the City and the RDC shall not pledge the increment generated by the Stations Allocation Area to any additional obligations, without the prior written consent of the Developer.

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

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

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

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

(h) Bond Structuring. The Bonds may be structured in one or more series to support the Projects. It is currently anticipated that the Senior Bonds will (i) be payable solely from Pledged

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

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

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

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

Pledged Increment is insufficient and any Taxpayer Agreements covering portions of the Crossing Allocation Area will secure the Crossing Project Senior Bonds to the extent Pledged Increment is insufficient.

15. Default.

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

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

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

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

acting by, under, through, or on behalf of Developer; and (iv) the breach by Developer of any term or condition of this Agreement.

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

17. <u>Assignment</u>.

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

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

18. <u>Notice</u>. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifercmesserlaw@gmail.com; and to Developer, Ashlee Boyd (aboyd@thompsonthrift.com), with copies (via email, only) to: Brian Fritts (bfritts@thompsonthrift.com). Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

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

20. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money, including any payment required pursuant to the Taxpayer Agreement (if required by Developer) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

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

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

23. Development Land. If the Closing for the Union Project does not occur prior to December 31, 2025, then Parties agree that within sixty (60) days thereafter, the City Bodies shall purchase (unless the Parties agree otherwise) the Development Land from Developer for the Development

Land Price as calculated pursuant to **Exhibit H** (including, without limitation, the cap of $5,900,000.00, the "**Development Land Price**") and pursuant to the terms included in. **Exhibit I** (the "**Development Land Closing Terms**"). However, upon Closing on the Union Project, the City Bodies' right and/or obligation to purchase the Development land shall automatically and without further action of the Parties terminate.

24. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, City Bodies and Developer, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the City, Building Corp., EDC, RDC, and Developer. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Developer, the City, Building Corp., EDC, and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the City, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

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

26. <u>Index of Exhibits</u>:

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

[signatures on following pages]

R042125F

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

"CITY"

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

Date: _____April 21, 2025_____

“EDC”

CITY OF FISHERS ECONOMIC DEVELOPMENT COMMISSION

By: _____
Its: _____

Date: _____

"**RDC**"

FISHERS REDEVELOPMENT
COMMISSION

By:_____
Damon Grothe, President

Date: _____

ATTEST:

By:_____
Anderson Schoenrock, Secretary

Date: _____

“BUILDING CORP.”

FISHERS TOWN HALL BUILDING CORPORATION

By: _____
Jay Bangert, President

Attest: _____

Secretary

“DEVELOPER”

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____
_____, _____

Date: _____

EXHIBIT A-1
Stations Allocation Area

EXHIBIT A-2

Yard Allocation Area

EXHIBIT B
Additional Crossing Allocation Areas

EXHIBIT C-1
Concept Plan (Union Project)

Exhibit C-2
CONCEPT PLAN (CROSSING PROJECT)

EXHIBIT D
Project Site (Crossing Project)

EXHIBIT E
Project Site (Union Project)

EXHIBIT F
Developer Insurance Requirements

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

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

EXHIBIT H
Development Land Price

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

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

EXHIBIT I
Development Land Closing Terms

- Development Land Price shall be paid in immediately available funds by wire transfer in accordance with wire transfer instructions to be provided by the title insurer.

- City Bodies may assign the right to acquire the Development Land or any portion thereof but shall be liable to acquire the Development Land until closing on a transfer and conveyance to any third-party.

- Possession of the Development Land or any portion thereof shall be delivered at the City Closing, subject only to (a) the lien of current year taxes and assessments not delinquent; (b) any exceptions to title reflected in the commitment at the time of closing to which the City Bodies do not object; and (c) such other matters that are accepted by the City Bodies in writing.

- City Bodies shall pay or cause to be paid, on the closing date, all closing costs. except that each party shall pay its own attorneys' fees related to the city closing.

- Developer shall deliver: (a) the deed; (b) a vendor's affidavit from in form and substance such that the title insurer will issue the commitment; and (c) such other customary documents or instruments as required to be delivered in connection with a commercial real estate closing.

EXHIBIT J
Additional Crossing Allocation Area
Minimum Tax Amount (Per Parcel)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 3 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)
Lot 3A: Restaurant-Retail	20,862	$300	$6,258,600
Lot 3B: Restaurant-Retail	16,899	300	5,069,700
Total Estimated NAV			$11,328,300
Less: Estimated Base AV (4)			(1,100)
Estimated Incremental AV			11,327,200
Net Tax Rate (5)			$1.9127
Estimated Tax Increment		$108,000.00 May 10th $108,000.00 November 10th ($216,000.00, annually)	$216,660

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2027 for taxes payable year 2028.

(4) Represents the pay 2025 net assessed value of the project parcel located in the Crossing Lot 3 Allocation Area.

(5) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 5 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2027	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)	
CNP: Restaurant-Retail	15,975	$300	$4,792,500	$4,792,500
CNP: Indoor Courts	20,336	150	3,050,400	3,050,400
Total Estimated NAV	2027: $72,905.00 May 10th $72,905.00 November 10th $145,810, annually (2027)		$7,842,900	$7,842,900
Less: Estimated Base AV			(219,700) (4)	(3,500) (5)
Estimated Incremental AV			7,623,200	7,839,400
Net Tax Rate (6)	beginning 2028: $74,970.00 May 10th $74,970.00 November 10th $145,810, annually (2028-2049)		$1.9127	$1.9127
Estimated Tax Increment			$145,810	$149,940

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2026 for taxes payable year 2027.

(4) Represents the pay 2025 net assessed value of the parcels located in the Union Allocation Area, the Crossing Lot 3, Crossing Lot 5, and Crossing Lot 6 Allocation Areas. Includes all Allocation Areas since the Union Project, Crossing Lot 3 Project, and Crossing Lot 6 Project are not first assessed until January 1, 2027 for taxes payable 2028.

(5) Represents the pay 2025 net assessed value of the project parcel located in the Crossing Lot 5 Allocation Area.

(6) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

CITY OF FISHERS, INDIANA

Proposed Crossing Lot 6 Project

ESTIMATED ASSESSED VALUE AND TAX INCREMENT FROM THE PROPOSED PROJECT

Project Site	Estimated Units/ Square Feet/Acres	Estimated AV per Unit/Square Feet/Acres	Taxes Payable Year 2028-2049
(1)	(1)	(1)(2)	(3)
Crossing Block B: Hotel	125	$73,500	$9,187,500
Less: Estimated Base AV (4)			(191,200)
Estimated Incremental AV			8,996,300
Net Tax Rate (5)			$1.9127
Estimated Tax Increment		$86,035.00 May 10th $86,035.00 November 10th $172,070.00 annually	$172,070

(1) Based on information provided by the City and Developer representatives.

(2) Inclusive of land assessed value.

(3) Assumes the proposed development is 100% complete and assessed by January 1, 2027 for taxes payable year 2028.

(4) Represents the pay 2025 net assessed value of the portion of the project parcel, that will be developed, located in the Crossing Lot 6 Allocation Area. Assumes 25% of the parcel will be split and that portion will make up the Crossing Lot 6 Allocation Area. If the parcel split does not occur, the base assessed value will be higher, therefore respectively lowering incremental assessed value.

(5) Represents the certified pay 2025 tax rate for the Fishers City-Delaware Township taxing district less the school referendum rates of $0.2828.

(Subject to the attached letter dated March 26, 2025)

(Preliminary - Subject to Change)

(For Internal Use Only)

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Resolution Approving Amended And Restated Project Agreement			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐Work Session ☐Executive	**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 #: **R042125F**	
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	
	X 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)	Since the City Bodies approved the last version of the Union and Crossing Project Agreement, the City and Developer anticipate less increment from the Yard Allocation area as a result of a pending appeal of the Yard's tax assessment. As a result, the Developer has requested and the City desires to provide additional coverage for the Bonds issued for the Project by pledging additional tax increment to debt service on the Bonds. The changes, however, do not result in additional financial incentives to the Developer. Instead, the changes help ensure that sufficient increment is available to pay the Bonds in the issuance amount previously approved by the City. The specific changes to the Project Agreement are as follows: 1) Excess TIF from the Stations is additionally pledged to debt service; and 2) A specific order is set forth for how tax increment is used to pay debt services ((1) Union Project Increment; (2) Additional Crossing Increment; and (3) Adjacent Excess TIF (excess Yard TIF and excess Stations TIF)).

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

OPTIONS (Include *Deny Approval* Option)	1.	Approve the Resolution and Amended And Restated Project Agreement.
	2.	Reject the Resolution and Amended And Restated Project Agreement.

PROJECT TIMELINE	Project Closing by or before May 20, 2025
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Amended And Restated Project Agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 1, Chapter 3, Chapter 5, and Chapter 12. (TA-25-2)			
SUBMITTED BY	Name & Title: Kevin Martin, Assistant 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 #: 022425F		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 Zoning Districts Development Standards, Permitted Use Table and Regulations, use-specific supplementary standards, and defined terms.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	February 24, 2025 - 1st Reading - City Council April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Draft Amendment - Exhibit A - Chapter 1, Chapter 3, Chapter 5, and Chapter 12.	

Form Revised: 03/20/2019

CHAPTER 1. INTRODUCTORY PROVISIONS

Contents:

Article 1.1. Fishers Vision
Article 1.2. Legal Provisions
Article 1.3. Applicability
Article 1.4. Official Zoning Map
Article 1.5. Building Type

Article 1.1. Fishers Vision

Sec. 1.1.1. General

Fishers is widely recognized as a highly desirable community to raise a family and grow a business due to deliberate choices the community has made over time. To maintain Fishers as a highly desirable community, the City Council adopted a new comprehensive plan known as Fishers 2040. Fishers 2040 plan was adopted on June 20, 2016, and the purpose of the Unified Development Ordinance (UDO) is to implement the goals, actions items and desires of the Fishers 2040 plan into specific development standards.

In addition, this UDO has been developed to support the City's visions to be "a smart, vibrant, and entrepreneurial city". This UDO establishes baseline development standards to continue to promote the City of Fishers as a premier city in which to live, work, play and raise a family.

None of the standards in this UDO are intended to limit unique, and creative planning, site design and architecture. The Planning & Zoning Department embraces creative and new development options, and it is available to discuss those options with any land owner, developer or investor.

Article 1.2. Legal Provisions

Contents:

Sec. 1.2.1. Title & Authority
Sec. 1.2.2 Purpose & Intent
Sec. 1.2.3 Compliance
Sec. 1.2.4 Severability

Sec. 1.2.1. Title & Authority

A. *Title*

This ordinance shall be formally known as the "City of Fishers Unified Development Ordinance," and may be cited and referred to as the "Zoning Ordinance," "Subdivision Control Ordinance," "Unified Development Ordinance", or "UDO".

B. *Authority*

This UDO is adopted by the City pursuant to its authority under the laws of the State of Indiana, IC 36-7-4 et seq. Whenever codes cited in this UDO refer to Indiana Code which has been amended or superseded, this UDO shall be deemed amended about the new or revised code.

C. *Relationship to the Comprehensive Plan*

The City Council has instituted a comprehensive planning program to ensure that the anticipated growth

within the City is organized, planned, and coordinated in a manner that will not place undue burdens on the City in its ability to provide urban services and facilities. This planning program has culminated in the preparation and adoption of a comprehensive plan. The comprehensive plan maps and policies shall be consulted when land use decisions pursuant to this UDO are being made, and used as criteria in making decisions upon land use requests.

D. *Repealer*

This UDO repeals and replaces all prior Zoning Ordinances, Unified Development Ordinances, and Subdivision Control Ordinances, and is hereby incorporated by reference into the Code of Ordinances, Fishers, Indiana.

E. *Location of Ordinance*

In accordance with Indiana law, copies of any material incorporated by reference into the UDO are on file in the Clerk-Treasurer's office for public inspection. The office of the Clerk/Treasure and the Department shall keep additional copies of this UDO for the purposes of sale or distribution. The UDO is also available on the City's website.

Effective on: 7/20/2018

Sec. 1.2.2. Purpose & Intent

The purpose of this UDO is to secure adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessen or avoid congestion on public streets; preserve, protect and promote the public health, safety and general welfare of residents and businesses in the City. More specifically, this UDO is adopted to achieve the following objectives:

A. Implement the policies and goals contained within officially adopted plans, including the Comprehensive Plan;
B. Improve the built environment and human habitat;
C. Protect water quality within watershed critical areas, the general watershed areas of designated water supply watersheds and other watershed districts;
D. Encourage environmentally responsible development practices;
E. Promote development patterns that support safe, effective and multi-modal transportation options, including auto, pedestrian, bicycle and transit and therefore minimize vehicle traffic by providing for a mixture of land uses, walkability and compact community form;
F. Promote the greater health benefits of a pedestrian-oriented environment;
G. Reinforce the character and quality of neighborhoods;
H. Remove barriers to and provide incentives for walkable projects;
I. Protect and promote appropriately located commercial and office activities to preserve and strengthen the City's economic base;
J. Promote energy conserving and energy efficient development;
K. Promote Salutogenic community amenities to strengthen community and individual well-being;
L. Ensure adequate facilities are constructed to serve new development;
M. Provide for orderly growth and development of suitable neighborhoods with adequate transportation networks, drainage and utilities and appropriate building sites;
N. Save unnecessary expenditures of funds by requiring the proper initial construction of transportation networks, sidewalks, drainage facilities and utilities.

Sec. 1.2.3. Compliance

No structure shall be located, erected, constructed, reconstructed, moved, altered, converted, enlarged or used,

nor shall any piece of land be used, nor shall any existing use be expanded except when in full compliance with all provisions of this UDO and the permits and certificates required by this UDO have lawfully been issued. For information regarding nonconforming structures see *CHAPTER 2. ADMINISTRATION* of the UDO.

Sec. 1.2.4. Severability

If any provision or the application of any provision of the UDO is held unconstitutional or invalid by the courts, the remainder of the UDO or the application of such provision to other circumstances shall not be affected.

Article 1.3. Applicability

Contents:

Sec. 1.3.1 Jurisdiction & Exempt Entities
Sec. 1.3.2. Effective Date
Sec. 1.3.3. Ordinance Format
Sec. 1.3.4. Interpretation & Rules of Language
Sec. 1.3.5. Measurements and Calculations
Sec. 1.3.6 Transition Ordinance

Sec. 1.3.1. Jurisdiction & Exempt Entities

A. This UDO applies to all land, buildings, structures and uses located within corporate limits and the extraterritorial jurisdiction of the City of Fishers, Indiana, and any land within Townships that have entered joinder agreements with the City for the purposes of planning and zoning. To the extent allowed by law, the provisions of this UDO apply to all land, buildings, structures, and uses owned, leased, or otherwise controlled by any district, County, State or Federal government agencies.

B. The following governmental agencies and entities may be exempt from the UDO with approval by the City Council: The City of Fishers, Delaware and Fall Creek Townships, the County of Hamilton, the State of Indiana, Hamilton Southeastern Schools, Hamilton East Library, and regulated public utilities (hereinafter "Exempt Entities). This exemption shall not apply to any State or Federal Building or Fire code except for local ordinance requirements as applicable (see also *Sec. 10.2.12. Exempt Entities*) for permit process.

Sec. 1.3.2. Effective Date

This UDO was adopted on July 19, 2018 and became effective on July 20, 2018, by Ordinance No. 071618F.

Sec. 1.3.3. Ordinance Format

A. *Format*

The structure of the text of the UDO is as follows:

B. *Cross-References*

1. **Electronic Format.** If used in the electronic format, certain aspects of this document allow the user

to quickly navigate the document by clicking on hyperlinks and quick access chapter tabs

2. **Chapter Table of Contents.** The Article headings located in the table of contents at the beginning of each Chapter may be clicked to direct the user to that Article within the Chapter.
3. **UDO Cross-References.** In-line text cross-references to other Articles or Sections within this document are *colored and emphasized in italics*. Chapters are also emphasized in all capitals for example; *CHAPTER 3. ZONING DISTRICTS*. Clicking on the emphasized text will direct the user to the cross-referenced Article.
4. **Non-UDO Cross-References.** The UDO includes cross-references to documents and websites outside of this document. These cross-references are colored and underlined. The documents or websites are highlighted for cross-reference only.

Effective on: 7/20/2018

Sec. 1.3.4. Interpretation & Rules of Language

A. *Abbreviations*

The following phrases, personnel, and document titles are shortened in this code:

1. Advisory Plan Commission = Commission
2. Board of Zoning Appeals = Board
3. City Council = Council
4. City of Fishers = City
5. Planning and Zoning = Department
6. Director of the Department = Director
7. Technical Advisory Committee = TAC

B. *Minimum Requirements*

The provisions of this UDO are the minimum requirements for securing the provisions of *Sec. 1.2.2 Purpose & Intent*.

C. *Conflict or Inconsistency*

1. **Internal.** Unless otherwise specifically stated within this UDO, if two (2) or more provisions of this ordinance are in conflict or are inconsistent with one another, then the more restrictive provision shall apply.
2. *Federal, State, and Local.*
   a. Whenever a provision of the UDO imposes a greater restriction or a higher standard than is required by any State or federal code or regulation, or other County or City ordinance or regulation.
   b. Whenever a provision of any State or federal code or regulation, or other County or City ordinance or regulation imposes a greater restriction or a higher standard than is required by the UDO, the provision of the State or federal code or regulation, or other County or City ordinance or regulation shall apply, unless precluded by said code, ordinance or regulation, the provision of the UDO shall apply.
3. **Other.** Whenever a private covenant, contract, commitment, agreement, or other similar private land use regulation imposes a greater restriction or a higher standard than is required by a provision of the UDO, the City is not obligated to enforce the provisions of such private covenants, contracts, commitments, agreements, or other similar regulations to which the City is not a party.

D. *Text*

If there are found to be differences between the text of this UDO and the meaning and implication of any

drawing, table, figure, title or section heading, then the text shall prevail.

E. *Graphics*

Graphics and other illustrations are provided for informational purposes only and should not be relied upon as a complete and accurate description of all applicable regulations or requirements.

F. *Time Frames*

Unless specifically noted otherwise, time frames stated within this UDO shall be calculated to include weekdays, weekends, and holidays. If a time frame ends on a Saturday, Sunday, or holiday when the City offices are closed, then the time frame will be extended to the end of the next business day.

G. *Delegation of Authority*

If a provision in this UDO requires the Director to perform an act or duty, that provision shall also include any person working under the Director's authority and supervision unless specified otherwise.

H. *Mandatory and Permissive Terms*

The words "shall," or "must" are always mandatory and "may" or "should" are always permissive.

I. *Words Used*

If words used in this UDO are not defined in *CHAPTER 12. DEFINITIONS*, they shall be construed to be the common usage of the language. Any legal or technical words not defined in this UDO shall be construed to be as defined by appropriate lexicon or current and common dictionary (e.g., Merriam-Webster's Collegiate Dictionary).

J. *Tense*

If words are used in a specific tense (past, future, or present) it shall be construed to include all tenses, unless in context, it clearly indicates a single tense.

K. *Singular/Plural Form*

If words are used in singular form then the plural form shall apply and vice versa, unless, in context, it clearly indicates one form or the other.

L. *Conjunctions*

"And" shall be construed to include all connected items in a series, conditions, and provisions, and "or" shall be construed to include one (1) or more of the items in a series, conditions, and provisions.

M. *Gender*

Words used in the masculine gender include the feminine gender and the neuter, and vice versa.

Effective on: 7/20/2018

~~Sec. 1.3.5. Measurements and Calculations~~

A. Where any provision of this UDO requires calculation to determine applicable requirements, any fractional/decimal results of the calculation shall be rounded to the nearest whole number (0.5 or more is rounded up, less than 0.5 is rounded down).

B. *Lot Measurements*

1. Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.
2. Lot Width for Interior and Through Lots. Lot width for Interior and Through lots is to be measured at the front setback required per zoning district.
3. Lot Width for Corner Lots. Lot width for Corner Lots is to be measured based on the Lot Standards outlined in *Sec. 8.2.4.B.4.*
4. Lot Width and Depth for Cul-de-Sacs Lots. Lot width and depths for cul-de-sac lots is to be measured based on Lot Standards outlined in *Sec. 8.2.4.B.9.*
5. Impervious Area. As defined, shall be set forth by the Zoning District or Overlay District.

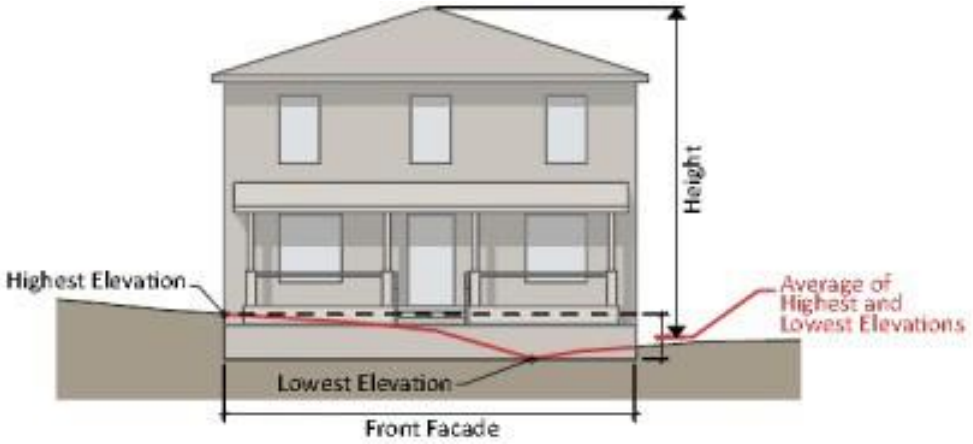
$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

C. *Building Measurements*

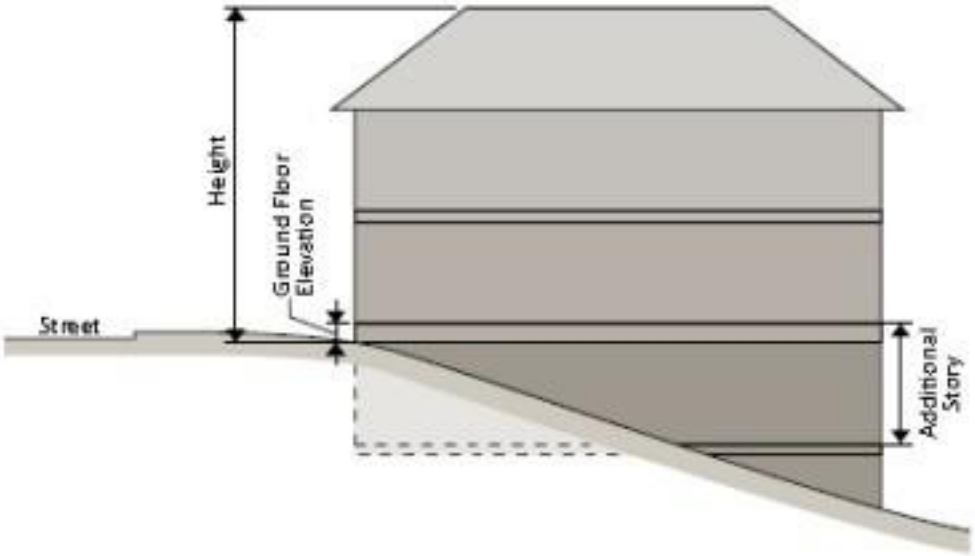
1. The maximum structure height shall be determined in the applicable zoning district.
2. Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).

3. *Average Grade*

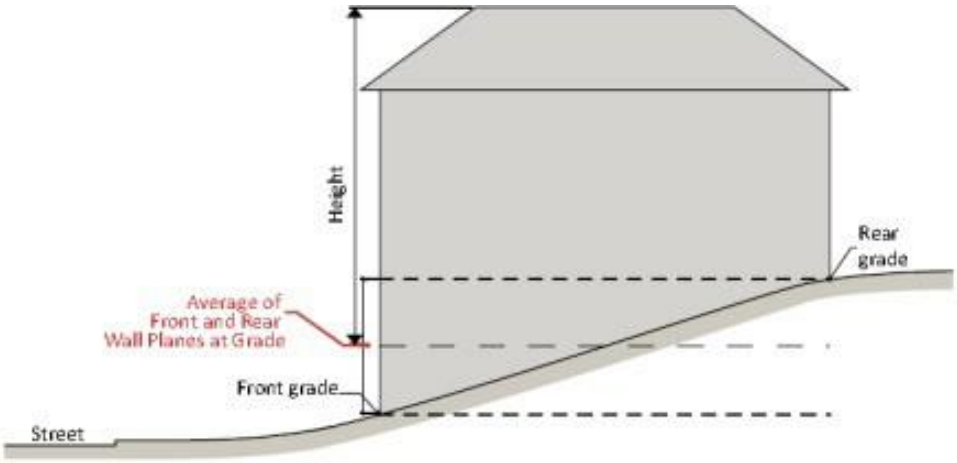
a. Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary street setback. Where mass-grading has been approved by the City, average grade shall be considered the improved grade following such mass grading (see the following image).



b. ~~Where a lot slopes downward from front the property line, one (1) additional story may be built on the lower portion of the lot with the overall height measured from the grade above (see the following image).~~



c. ~~Where the property slope increases to the rear, building height is measured from the average point at grade of the front and rear wall plane (see the following image)~~



~~d. A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounded by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

~~(Ord. 121922E, 01/17/2023)~~

~~Effective on: 1/17/2023~~

Sec. 1.3.~~6~~5. Transition Ordinance

A. *Applications*

Any complete application that has been filed with the City, prior to the effective date of this UDO, shall be regulated by the terms and conditions of the Zoning Ordinance, Subdivision Control Ordinance or UDO that was in place at the time of filing. However, all administrative procedures and fees shall follow those set forth by this UDO.

B. *Buildings*

All new building sites shall meet the requirements of the UDO unless:

1. A complete Building Permit application was filed and is still valid; or
2. A complete Improvement Location Permit application was filed and is still valid; or
3. A parcel was approved as a buildable lot by the Commission (valid Primary or Secondary Plat) or the Board (valid Development Standards Variance) prior to the effective date of this UDO; or
4. A complete and valid Primary Plat application has been filed with the Department prior to the effective date of this UDO.

C. *Pre-Existing Land Owned for a Current or Planned Place of Worship*

A property owned on July 11, 2018, by the owner or its affiliate for a current or planned place of worship shall be exempt from the UDO's Special Exception requirement if the property owner submits in writing on or before January 11, 2019, to the Director a notice that identifies:

1. the property as being owned for a current or planned place of worship;
2. the property owner (along with a copy of the current deed); and
3. the property's common address and Hamilton County parcel number.

Article 1.4. Official Zoning Map

Contents:

Sec. 1.4.1 Purpose & Intent

Sec. 1.4.2 Establishment of Official Zoning Map

Sec. 1.4.3 Interpretation of Map Boundaries

Sec. 1.4.1. Purpose & Intent

This Article establishes the framework for zoning districts within the City and their relationship to the City's Comprehensive Plan Land Use categories. This chapter also establishes the zoning map as the official designation of zoning district boundaries

Sec. 1.4.2. Establishment of Official Zoning Map

A. The boundaries of the zoning districts are hereby established on a map entitled, "City of Fishers Official Zoning Map", which is hereby incorporated into and made part of this UDO. Notations, references,

indications, and other matters shown on the Official Zoning Map are as much a part of this UDO as if they were fully described herein. The Official Zoning Map shall be formally known as the "Official Zoning Map" and it may be cited and referred to as the "Fishers Zoning Map" or the "Zoning Map."

B. The electronic zoning map is maintained as part of the City's Geographic Information System (GIS) under direction of the Department and shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the jurisdictional area

Sec. 1.4.3. Interpretation of Map Boundaries

A. The zoning district boundaries shall be shown on the Official Zoning Map. If any uncertainty exists with respect to the intended boundaries as shown on the Official Zoning Map, the Director is authorized to interpret the boundaries.

B. District boundaries on the Official Zoning Map shall be interpreted as follows:

1. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way shall be deemed to follow the centerline of the affected road, easement, or right-of-way.
2. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way at the boundaries of the planning jurisdiction shall be deemed to include the full width of such roads, easements, and transportation rights-of-way.
3. Zoning district boundaries indicated as following or being parallel to section or fractional sectional lines, platted lot lines, or City corporation lines shall be construed as following or paralleling such lines.
4. Zoning district boundaries indicated as approximately following the centerline of streams, rivers, or other bodies of water shall be construed to follow such centerlines as they may naturally shift over time.
5. Zoning district boundaries indicated as approximately following the parcel lines as established by the Hamilton County Office of Transfer and Mapping shall be construed to follow such parcel lines.

C. The vacation of streets shall not affect the location of zoning district boundaries. Such boundaries must be reviewed, and, if necessary, a formal amendment shall be made to the Official Zoning Map.

D. When the Director cannot determine the location of a zoning district boundary, the Board shall determine the location of the zoning district boundary.

E. The Overlay District boundaries on the Official Zoning Map shall be interpreted as follows:

1. An overlay district shall be depicted on the Official Zoning Map with a hatch or textured pattern and be identified as such on the map legend.
2. A lot that is fully covered (bounded) by an overlay district shall be entirely subject to the overlay district standards found in *CHAPTER 4. OVERLAY ZONING DISTRICTS.*

3. A lot that is partially covered (transected) by an overlay district shall be subject to the overlay district to the extent that the lot area is covered by the overlay district.

~~Article 1.5. Building Type~~

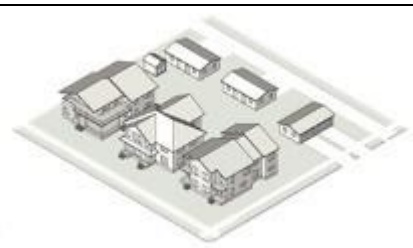
~~**Contents:**~~

~~**Sec. 1.5.1. Building Type Descriptions**~~

~~**Sec. 1.5.2. Building Type Allowed by Districts**~~

~~Sec. 1.5.1. Building Type Descriptions~~

~~The following building types have been established to allow for detailed regulation of the form within each zoning district. All graphic depictions of building types are for illustrative purposes only.~~

		
~~**Detached House.** A building constructed to accommodate one (1) dwelling unit on a single lot.~~	~~**Attached House.** A building constructed to accommodate two (2) principal dwelling units on a single lot.~~	~~**Townhouse.** A building constructed to accommodate two (2) or more dwelling units that are horizontally integrated where each dwelling unit is separated vertically by a party wall.~~
~~**Apartment.** A building constructed to accommodate 3 or more dwelling units that are vertically or horizontally integrated. A common kitchen is allowed. A limited set of nonresidential uses may be allowed in ground floor corner units in a Mixed-Use District.~~	~~**General Building.** A building constructed to accommodate nonresidential uses on all floors.~~	~~**Mixed Use Building.** A multi-story building constructed to accommodate commercial uses on the ground floor and uses in addition to commercial uses on the upper floors.~~

~~Effective on: 7/20/2018~~

~~Sec. 1.5.2. Building Type Allowed by Districts~~

~~Building types are allowed by district as set forth below.~~

~~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~~

CHAPTER 3. ZONING DISTRICTS

Contents:

Article 3.1. Establishment of Zoning Districts
Article 3.2. Residential Districts
Article 3.3. Nonresidential Districts
Article 3.4. Other Districts

Article 3.1. Establishment of Zoning Districts

Contents:

Sec. 3.1.1 Purpose & Intent Sec. 3.1.2 Legacy Districts
Sec. 3.1.3 District Transition Table

Sec. 3.1.1. Purpose & Intent

Each of the standard zoning districts in the UDO stand alone and are not a part of a hierarchy or pyramidal system of zoning. For example, what is permitted in the R1 zoning district is not necessarily permitted in the R3 zoning district. Only those uses and development standards which are expressly permitted and noted for each zoning district apply to that zoning district.

Sec. 3.1.2. Legacy Districts

(RESERVED FOR FUTURE USE)

Sec. 3.1.3. District Transition Table

(RESERVED FOR FUTURE USE)

Article 3.2. Residential Districts

Contents:

Sec. 3.2.1. ER Estate-Rural Residential District
Sec. 3.2.2. R1 Residential District
Sec. 3.2.3. R2 Residential District
Sec. 3.2.4. R3 Residential District
Sec. 3.2.5. R4 Residential District
Sec. 3.2.6. R5 Residential District
Sec. 3.2.7. MP Manufactured Home Park District
Sec. 3.2.8. M1 Multi-Family Residential
Sec. 3.2.9. M2 Multi-Family Residential
Sec. 3.2.10. TCR Town Center Residential District

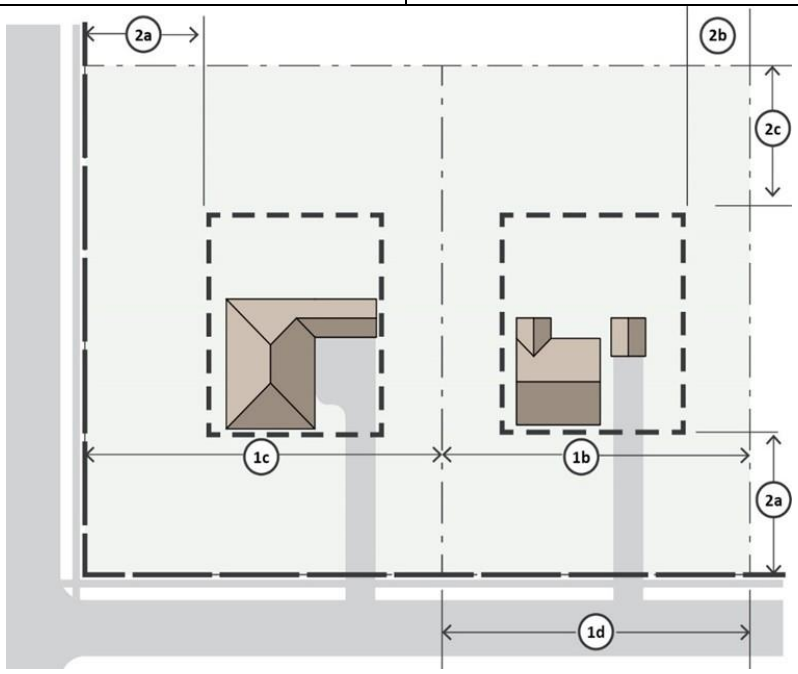
Sec. 3.2.1. ER Estate-Rural Residential District

A. **Purpose & Intent**

The ER District is intended to provide for larger residential lots that are at least one (1) acre in size, and/or rural lots that have low impact development on the environment. This mixture is intended to allow residential development in areas adjacent to developed infrastructure. This district should be used to provide unique rural housing options in areas with mature vegetation, topography, drainage and wildlife. Conservation subdivision type development on smaller lot sizes in exchange for preserving common open space may be permitted in this district (see also *Sec. 8.4.7B. Conservation Area*). See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	1 acre (43,560 sf)
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	All streets: 60'
2b. Side, primary structure	30'
2c. Rear, primary structure	50'
3. **Maximum Building Height**	
3. Primary structure	35' or 3.5 stories, whichever is greater
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	2,000 sf
4b. Living unit area, 2-story (min)	2,200 sf
5. **Other**	
5a. Does not require municipal water or sewer hookup	
5b. Impervious area of lot (max)	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1.G. Structures Per Lot*



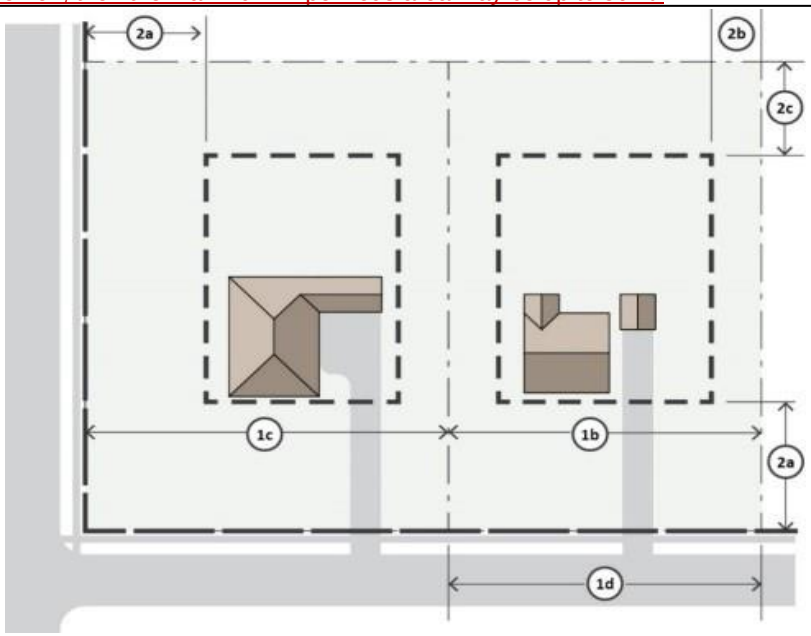
Sec. 3.2.2. R1 Residential District

A. **District Intent**

The R1 District is intended to provide for single-family detached homes in a low-density range of 1.0 to 1.5 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	20,000 sf
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	340' / 455'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure	20'
2c. Rear, primary structure	40'
3. **Maximum Building Height**	
3. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,800 sf
4b. Living unit area, 2-story (min)	2,000 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir, then the maximum impervious area may be up to 50 %.	



Sec. 3.2.3. R2 Residential District

A. **District Intent**

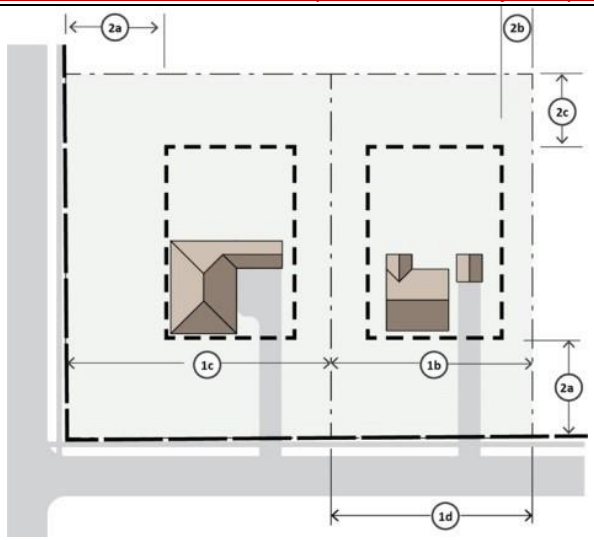
The R2 District is intended to be provide for single-family homes in a lower density range of approximately 1.0 to 1.7 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	15,000 sf
1b. Lot width at building line – standard	100'
1c. Lot width at building line – corner	120'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	~~40' / 55'~~ 25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	15' / 10'
2b. Side, Aggregate	30'
2c. Rear, primary structure	40'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,600 sf
4b. Living unit area, 2-story (min)	1,800 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	

5b. Impervious area of lot (max)*	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*

* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.



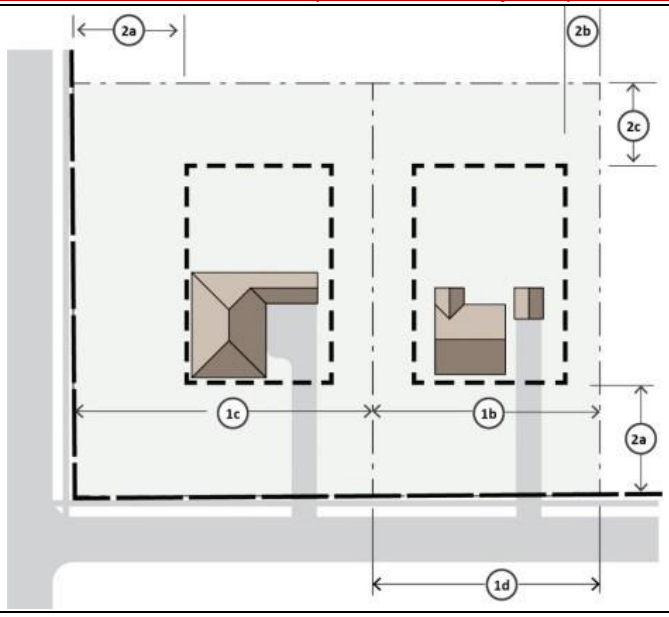
Sec. 3.2.4. R3 Residential District

A. **District Intent**

The R3 District is intended to provide for single family detached homes in a medium density range of approximately 1.0 to 2 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	12,000 sf
1b. Lot width at building line – standard	90'
1c. Lot width at building line – corner	108'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	~~30' / 45'~~ 25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	10' / 5'
2b. Side, Aggregate	20'
2c. Rear, primary structure	30'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,250 sf
4b. Living unit area, 2-story (min)	1,400 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.	



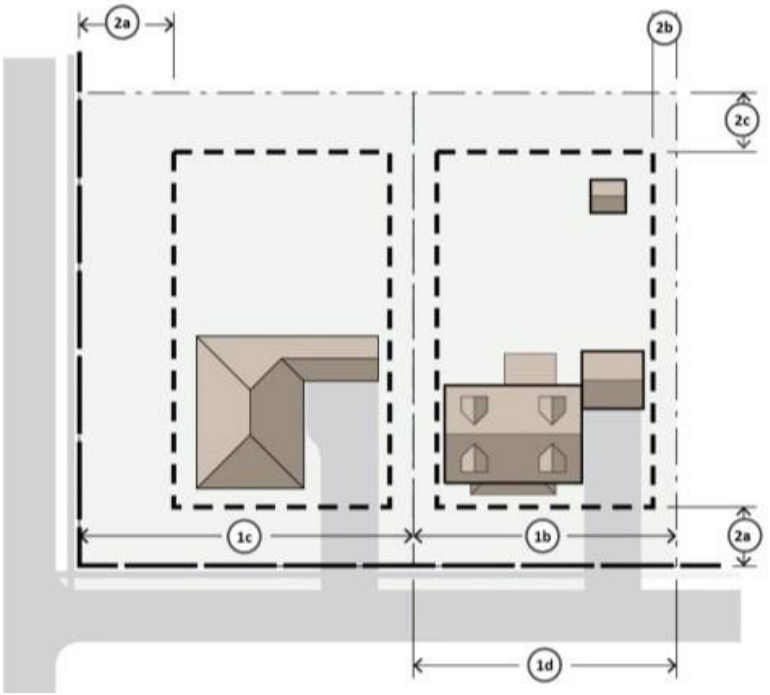
Sec. 3.2.5. R4 Residential District

A. District Intent

The R4 District is intended to provide for the development of single-family homes in a higher density range of approximately 1.0 to 2.5 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	10,000 sf
1b. Lot width at building line – standard	80'
1c. Lot width at building line – corner	96'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure	10'
2c. Rear, primary structure	25'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,100 sf
4b. Living unit area, 2-story (min)	1,350 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.	



Sec. 3.2.6. R5 Residential District

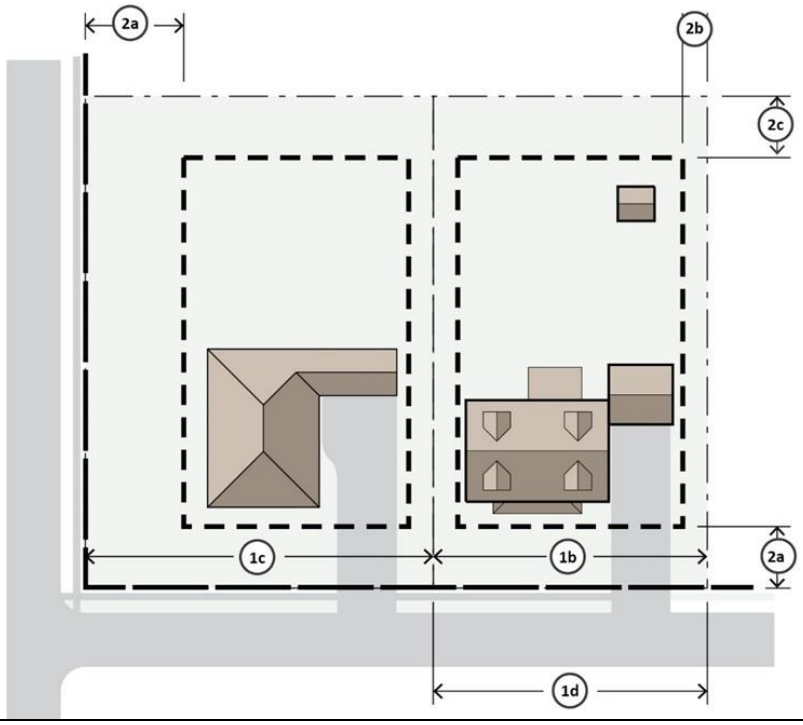
A. District Intent

The R5 District is intended to provide for the development of single-family in a density range of approximately 1.0 to 3.0 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. **Minimum Lot Dimensions**	
1a. Lot area	7,500 sf
1b. Lot width at building line – standard	70'
1c. Lot width at building line – corner	84'
1d. Lot frontage	50'

2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side	10'
2c. Rear	25'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,000 sf
4b. Living unit area, 2-story (min)	1,200 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	50%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*



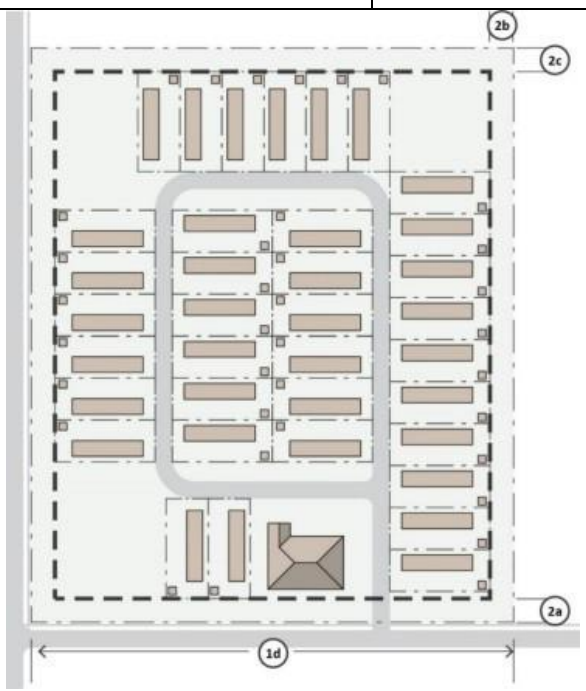
Sec. 3.2.7. MP Manufactured Home Park District

A. District Intent

The MP District is intended to provide a land use category for housing districts (typically mobile or manufactured home) where dwelling sites are leased. Manufactured home or mobile home parks shall be in accordance with State Law and their subsequent amendments. Additionally, all developments in this zoning district are subject to State Board of Health requirements and the requirements of the UDO. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Project Lot frontage	200'
1e. Dwelling site size	4,000 sf
1f. Dwelling site depth	200'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	All streets: 30'
2b. Side*	30'
2c. Rear* **Note: additional Buffer Yard requirements may apply*	30'
2e. Front, dwelling site	15' from edge of pavement of interior roads
2f. Side, dwelling site, primary structure	7'
2g. Side, dwelling site, accessory structure	3'
2h. Rear, dwelling site, primary structure	10'
2i. Rear, dwelling site, accessory structure	5'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area (min)	750 sf per primary structure on a dwelling site
5. Other	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	80%



Sec. 3.2.8. M1 Multi-Family Residential

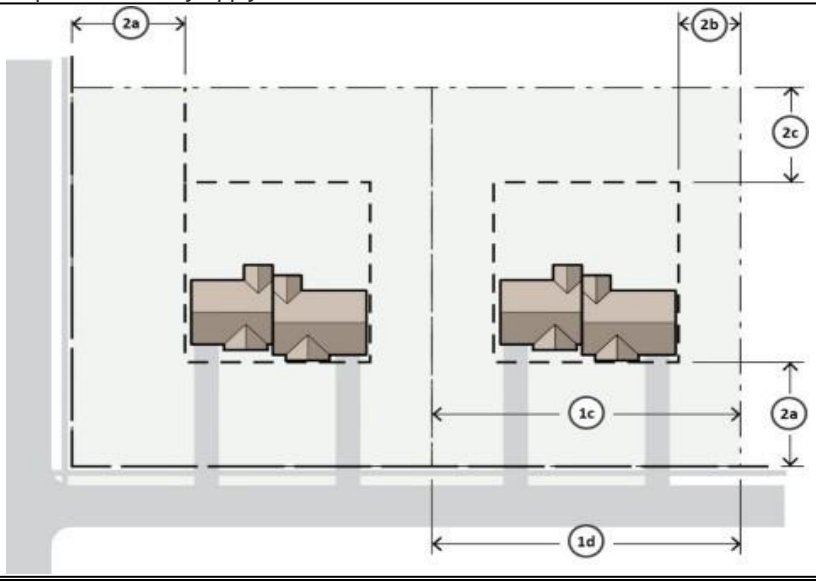
A. **District Intent**

The M1 District is intended to provide for and encourage the development of detached single-family cluster homes or attached multi-family homes in a density range of approximately 1.05 to 5.0-dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	Attached House	Townhouse / Apartment Building
1a. Lot area – one-bedroom / two-bedroom / three-bedroom	1,500 sf (all)	6,500 / 7,500 / 8,500 sf/unit[1]
1b. Lot width at building line	20'	n/a[1]
1c. Lot width at building line – corner	25'	
1d. Lot frontage	20'	150'[1]
2. **Minimum Building Setbacks**		
2a. Front - local street / other street type	15' / 30'	25' / 40'[1]
2a. Front, Internal	18'	
2b. Side[2]	0'	30'[1]
2c. Rear	18'	50'[1]
2d. Building separation (min)	20'	
3. **Maximum Building Height**		
3. Primary structure	35'	
4. **Building Floor Area**		
4a. Living unit area, one-bedroom (min)	950 sf	
4b. Living unit area, two-bedroom (min)	1,200 sf	
4c. Living unit area, three-bedroom (min)	1,400 sf	
4d. Maximum number of attached dwelling units	4	
5. **Other**		
5a. Requires municipal water and sewer hookup		
5b. Impervious area of lot and project site (max)	65%	
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*	

Notes:
1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



Sec. 3.2.9. M2 Multi-Family Residential

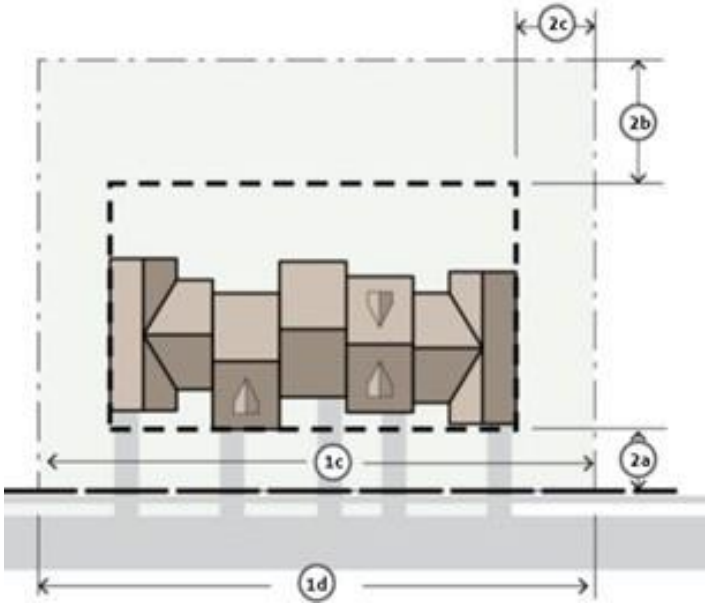
A. **District Intent**

The M2 District is intended to provide for and encourage the development of attached multi-family homes in a moderate density range of approximately 1.0 to 8.0 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area – 1-bedroom / 2-bedroom / 3-bedroom	4,500 / 5,500 / 6,500 sf./unit[1]
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage – on public street with access from	150'[1]
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	25' / 40'
2b. Front – Internal	25'
2c. Side[2]	50'
2d. Rear[2]	50'
2e. Building separation (min)	30'
3. **Maximum Building Height**	
3.a Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area (min) – 1-bedroom / 2-bedroom / 3-bedroom	850 / 1,100 / 1,300 sf
5. **Other**	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



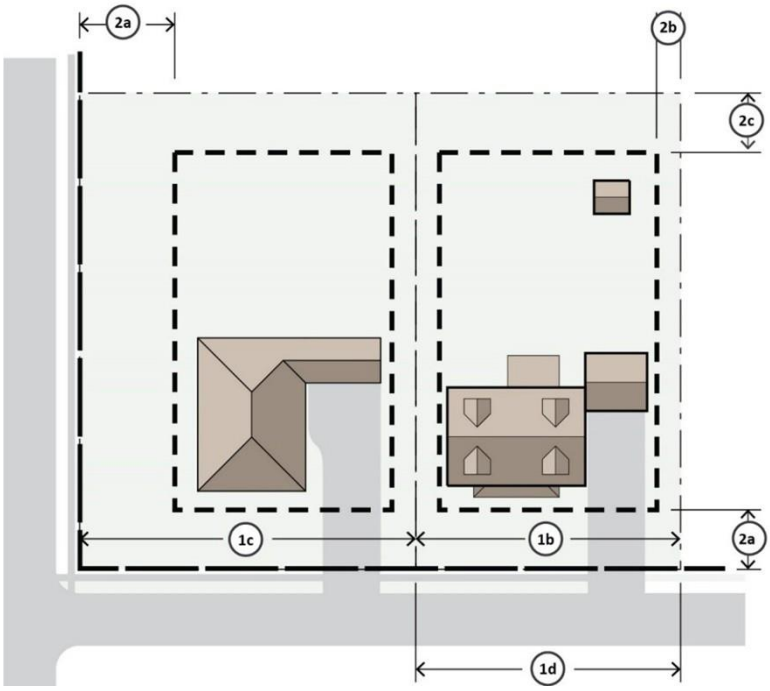
Sec. 3.2.10. TCR Town Center Residential District

A. **District Intent**

The TCR District is established to provide a land use category for residential areas in the Town Center. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage	n/a
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	15', or the average of existing setbacks for infill lots
2b. Side, primary structure / Two-family dwellings	5' / zero
2c. Aggregate side setback	10'
2d. Rear, primary structure	20'
3. **Maximum Building Height**	
3a. Primary structure	25'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	80%
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*



Article 3.3. Nonresidential Districts

Contents:

Sec. 3.3.1 C1 Commercial District

Sec. 3.3.2. C2 Neighborhood Business District

Sec. 3.3.3 C3 Commercial District

Sec. 3.3.4. EN Employment Node District

Sec. 3.3.5. I1 Industrial District

Sec. 3.3.6 C-Low Commercial Low Impact District

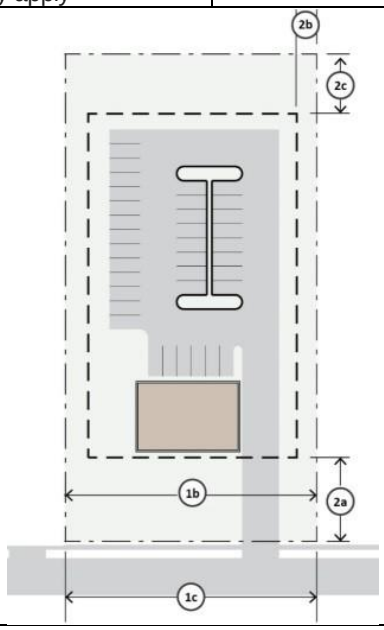
Sec. 3.3.1. C1 Commercial District

A. **District Intent**

The C1 District is established to provide for the development of professional and office type businesses which may serve as buffer areas between residential and more intense commercial districts. It is intended that the C1 District will result in the development of office buildings arranged in a park type environment, with structures that would be compatible with neighboring residential uses. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	35‘ / 3 Stories
4. **Building Floor Area**	
4a. Main floor area (min)	n/a
4b. Floor area per unit (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes: 1. Additional buffer yard requirements may apply	



Sec. 3.3.2. C2 Neighborhood Business District

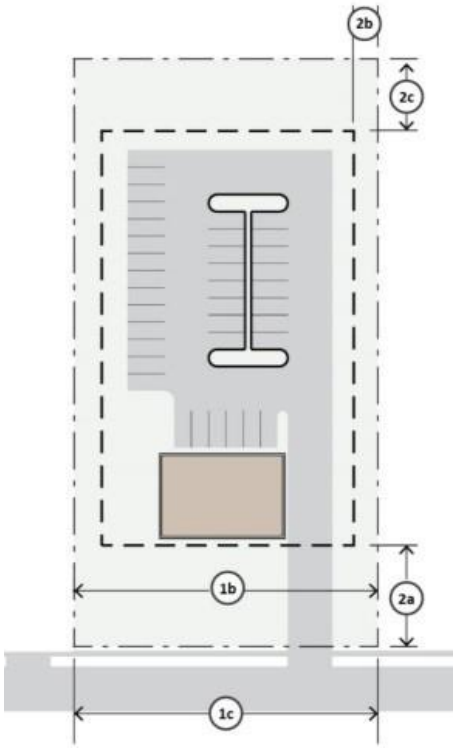
A. **District Intent**

The C2 District is established to provide for the development of commercial and frequently used businesses associated with the shopping, service and family needs of adjacent or local residential areas. The C2 District is intended to provide for the establishment of smaller shops or stores serving a localized area rather than larger businesses serving regional areas. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	1 acre (43,560 sf)
1b. Project area	n/a
1c. Lot width	n/a
1d. Lot frontage	150’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	35‘ / 2 stories
3b. Freestanding structure	25’ / 1 story
4. **Building Floor Area**	
4a. Gross Floor Area (min)	n/a
4b. Floor area ratio (max for site)	0.2
4c. Floor area (max per building / site)	55,000 sf / 90,000 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Additional buffer yard requirements may apply



Sec. 3.3.3. C3 Commercial District

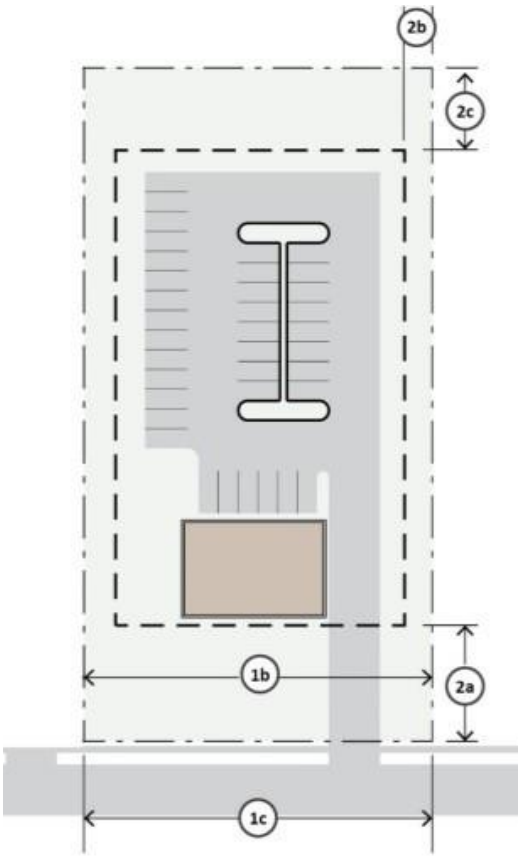
A. **District Intent**

The C3 District is established to provide for the development of a broad spectrum of commercial and business uses. These uses are expected to serve the regional area commercial, business, and service needs. Consequently, the C3 District is expected to cause more traffic demands, and is, therefore, to be located or situated only along or adjacent to thoroughfares, major thoroughfares or expressways at interchanges with thoroughfares. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	200’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	15’ / 30’
2c. Rear	30’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	65’
3b. Adjacent to residential zones or uses	35’
4. **Building Floor Area**	
4a. Main Floor Area (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Additional buffer yard requirements may apply



Sec. 3.3.4. EN Employment Node District

A. **District Intent**

1. The EN District is provided for the development of large office buildings providing regional employment opportunities integrated with a mix of uses, open space and trail connectivity. This District will provide premier office space and employment centers whose viability, quality, and character are important to the community, adjacent residents, employees, business owners, and taxing districts.
2. The purpose of this District is to promote sustainable economic development in this area that will serve as an economic driver for the City, providing additional business tax base and employment opportunities for residents in and around the City.
3. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
2. **Building Setbacks and Build-to Area (BTA)**	
2a. Front, BTA (min / max)	15' / 30'
2b. Side interior lot line (min) [1]	0 or 15'
2c. Side street BTA (min / max)	10' / 30'
2d. Rear[1]	20'
2e. Building width within the front build-to area (min)	50%
2f. Building width within the side build-to area (min)	25%
3. **Parking Setbacks**	
3a. Front (min)	20'
3b. Side lot line (min)	0'
3c. Side street (min)	10'
3d. Rear lot line (min)	5'
4. **Height**	
4a. Along I-69 (min)	38' and 3 occupiable floors
4b. Along other streets (max)	30' and 2 occupiable floors
4c. Adjacent to residential zones (max)	30'
5. **Floor Area**	
4a. All primary buildings, finished floor area (FFA) (min)	15,000 sf
4b. First floor FFA, second floor FFA along I-69 (max)	40%, 35%
4c. First floor FFA along other streets (max)	60%
6. **Other**	
5a. Impervious area of lot (max)	75%
Notes 1. Additional buffer yard requirements may apply	

Sec. 3.3.5. I1 Industrial District

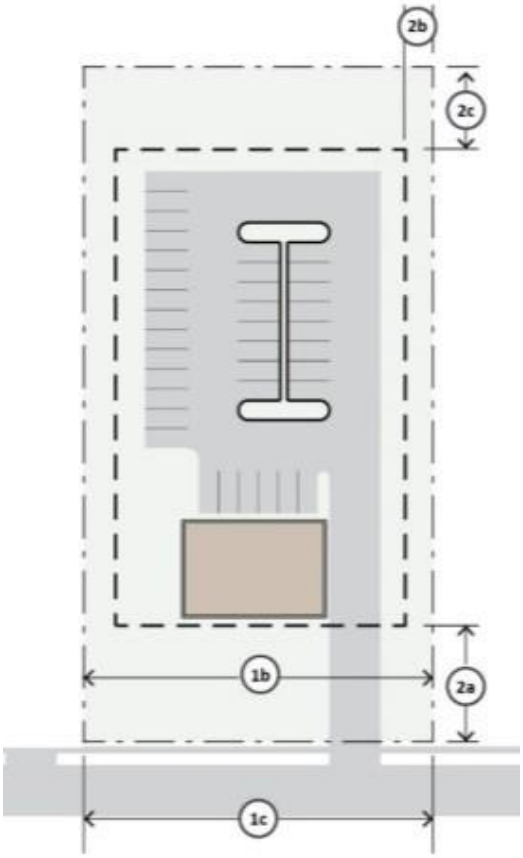
A. **District Intent**

The I1 District is established for the development of light industrial uses which are totally enclosed within a building or structure. This district shall be located adjacent to the C3 District. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	150’
2. **Building Setbacks**	
2a. Front	100’
2b. Side interior lot line (min) [1] Side street (min) [1]	0’ 15’
2c. Rear [1]	50’
3. **Parking Setbacks**	
3a. Front (min)	10’
3b. Side lot line (min)	0’
3c. Side street (min)	10’
3d. Rear lot line (min)	5’
4. **Height**	
4a. Primary Structure (max)	42’ / 3 stories
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes
1. Additional buffer yard requirements may apply



Sec. 3.3.6 C-Low Commercial Low Impact District

A. District Intent

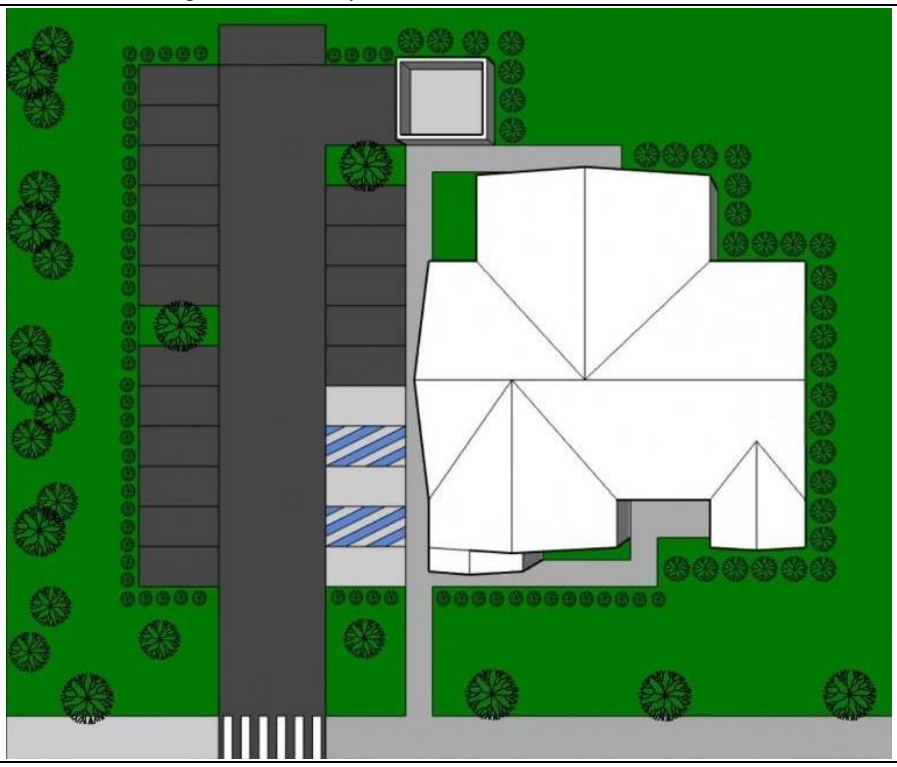
The C-Low Commercial Low Impact District is established to provide for the development of previous residentially zoned parcels adjacent to major thoroughfares within the City to provide for the redevelopment of professional and office types of businesses which may serves buffer areas between residential and the thoroughfare or more intense commercial districts. It is intended that the C-Low District will result in the development of low impact commercial buildings to be residential in nature and will be compatible with neighboring residential uses. See Chapter 5. Use Regulations for permitted uses within the district (limited to office, medical office, beauty/hair salon, day spa, nail salon).

B. Development Standards

1. 1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100’
2. 2. Minimum Building Setbacks	
2a. Front[1]	40’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. 3.Maximum Building Height	
3a. Primary Structure	35‘ / 1 story
4. 4.Building Floor Area	
4a. Main floor area (min)	4,500 square feet
5. 5.Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	60%

Notes:

1. An Infill ~~Small~~ Buffer Yard is required outlined in Section 6.7.4. Buffer Yards.
2. Existing trees shall be saved to the greatest extent possible.



C. Architectural Design Standards

UDO Section 6.3.4. Residential Design, shall apply, except as modified below:

1. The Illustrative Character Exhibit is hereby incorporated to conceptually illustrate the elements and anticipated character and to establish a benchmark for the architecture and design of the Real Estate's buildings. The final design may vary from the Illustrative Character Exhibit; however, buildings shall be substantially similar in quality and character to the buildings shown in the Illustrative Character Exhibit.

D. Parking

1. The location of parking shall be prohibited in front of the building.
2. The number of parking spaces shall be a maximum of 1 parking space per 200 square feet.

E. Lighting

1. All lighting fixtures shall be full-cut off, with a zero-foot candle lighting level at the property line.
2. All lighting poles are limited to 15 feet tall.
3. Lighting in parking areas shall be designed and maintained to be dimmed between the hours of 8:30 p.m. and 6:30 a.m.

F. Signage

1. One (1) freestanding sign is permitted. Freestanding signage shall be a maximum of 6' tall, with a maximum of 32 square foot sign face.
2. One (1) building sign is permitted. Building signage shall be a maximum of 32 square feet.
3. All building and freestanding signage shall be either (i) reverse channel letters; or (ii) externally lit, full cutoff light fixtures.

G. Hours of Operation & Service Hours

1. Hours of operation shall be limited to 7am to 8pm.
2. Service Hours: Trash removal, compaction, service vehicle, deliveries, parking lot sweepers, etc. shall not be permitted between the hours of 9pm and 6am with the exception of snow removal.

H. Illustrative Character

Article 3.4. Other Districts

Contents:

Sec. 3.4.1 AG Agriculture District
Sec. 3.4.2. MA Municipal Airport District
Sec. 3.4.3 NPD Nickel Plate District
Sec. 3.4.4 OS Open Space District
Sec. 3.4.5. PUD Planned Unit Development District

Sec. 3.4.1. AG Agriculture District

A. **District Intent**

The intent of the AG District is to conserve agricultural land and undeveloped natural amenities while preventing the encroachment of incompatible land uses on farm land and other undeveloped areas. The types, area and intensity of land uses in an AG District are designed to encourage and protect agricultural uses and for the conservation of undeveloped areas. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	10 acres (435,600 sf)
1b. Lot width (min)	150’
1c. Lot frontage (min)	50’
2. **Building Setbacks**	
2a. Front (min)	60’
2b. Side (min)	50’
2c. Rear	100’
3. **Height**	
3a. Primary Structure (max)	35’ / 2.5 stories
3b. Accessory structures (max)	22’ (agriculture-related accessory structures are exempt)
4. **Other**	
4a Does not require municipal water and sewer hookup	
4b. Impervious area of lot (max)	15%

Sec. 3.4.2. MA Municipal Airport District

A. **Intent**

The MA District is designed to provide land for the operation of public airports. Such airports shall be operated in compliance with all applicable safety and operational standards and regulations of the Federal Aviation Administration and other aviation regulatory authorities. Said airports shall be deemed in compliance with the requirements of the UDO as applied to navigation and flight operational uses. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	n/a
2. **Building Setbacks**	
2a. Front (min)[1]	50’
2b. Side interior lot line (min)[1]	0’
Side street (min)[1]	25'
2c. Rear (min)[1]	25’
3. **Height**	
3a. Primary Structure (max)	Per FFA restrictions
4. **Other**	
4a Requires municipal water and sewer hookup	
4b. Impervious area of lot (max)	85%
Notes 1. Additional buffer yard requirements may apply	

Sec. 3.4.3. NPD Nickel Plate District

The following zoning categories are regulated by an independent regulator document entitled City of Fishers Nickel Plate District Code:

A. Downtown Core (DC)
B. Highway Center (HC)
C. Municipal Center (MC)
D. Village Center (VC)
E. Technology Center (TC)

In the event of any conflict between any provision of the NPD Code and any other provision of the UDO, the NPD Code shall provide the ultimate control within the NPD District. In the event the NPD Code is silent as to fees, permits, sign regulations, or any other similar provision relating to development standards, the applicable provision of the UDO shall control.

Sec. 3.4.4. OS Open Space District

A. **Intent**

The OS District is intended to provide for permanent open space areas that will be preserved as undeveloped or open land and developed land for use as parks, playgrounds, recreational areas, buffer zones between commercial or industrial uses and adjacent residential districts. The open space may be developed into single or multipurpose use areas, and these uses may be managed or operated by the City, County, school systems, parks board, or others. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	None; except if more than one curb cut entrance/exit is required, the site shall have at least 200' of frontage
2. **Building Setbacks**	
2a. Front (min)	100'
2b. Side interior lot line (min)	100'
2c. Rear	100'
3. **Height**	
3a. Primary Structure (max)	35'
3b. Accessory structures (max)	18'
4. **Other**	
4a. Requires municipal water and sewer hookup	
4b. More than one primary structure shall be permitted on one tract of land.	
4c. Impervious area of lot (max)	30%

Sec. 3.4.5. PUD Planned Unit Development District

A. **Intent**

The intent of the PUD District is to provide a relief mechanism from the prescriptive standards of a general use zoning district. The PUD District is intended to be used to achieve a higher quality of project design than could be accomplished through the strict application of a general use district or set of general use districts, without adversely impacting the adequate facilities required to serve the property and surrounding area. A PUD District is established through Council approval with a specific PUD District Ordinance establishing the development standards and use standards for each PUD District (see *Sec. 10.2.16. Planned Unit Development*).

B. **Prerequisite Base Zoning**

The prerequisite base zoning shall be as indicated in the PUD District Ordinance. If a parent tract has multiple zoning districts, each of those zoning districts must be on the prerequisite listing.

C. **Minimum Project Size**

The minimum project size for a PUD District shall be two (2) acres or more.

D. **Minimum Parent Tract**

The minimum parent tract area shall be as indicated in the PUD District Ordinance.

E. **Development Requirements**

A PUD District shall comply with the provision of the UDO. In addition, a proposed PUD District should include concepts and development and design standards that generally offer the following advantages over a standard zoning district:

1. Address the policies included in the Comprehensive Plan specific to the neighborhood to encourage consistency with the community's vision as presented in the Comprehensive Plan.
2. Use design to provide compatibility between areas of different land uses and development intensities within the PUD District.
3. Buffer different types of land uses and development intensities outside of the PUD District from those within the PUD District to increase compatibility or minimize any adverse impact which new development may have on existing or zoned development.
4. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces and provide enhanced Salutogenic amenities and open space.
5. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.
6. Promote architecture that complements the surroundings.
7. Counteract urban monotony and congestion on streets.

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 5. USE REGULATIONS

Contents:

Article 5.1. Allowed Property Uses & Maintenance Standards
Article 5.2. Residential Uses
Article 5.3. Public & Institutional Uses
Article 5.4. Commercial Uses
Article 5.5. Industrial Uses
Article 5.6. ~~Open~~ Agricultural and Animal Uses
Article 5.7. Accessory Uses
Article 5.8. Temporary Uses

Article 5.1. Allowed Property Uses & Maintenance Standards

Contents:

Sec. 5.1.1. Classification of Uses
Sec. 5.1.2. Prohibited Uses
Sec. 5.1.3 Use Determination
Sec. 5.1.4. Key to Use Table
Sec. 5.1.5. Permitted Use Table
Sec. 5.1.6. General Health & Maintenance Standards

Sec. 5.1.1. Classification of Uses

A. **Applicability**

No building, structure or land shall be used and no building or structure shall be erected, reconstructed or structurally altered, which is arranged, intended or designed to be used for any purpose other than a use which is permitted and specified in a zoning district in which such a building, structure or land is located.

B. **Permitted Uses**

Permitted uses by district are listed in *Sec. 5.1.5. Permitted Use Table*. Permitted uses are grouped into categories of uses.

C. **Special Exception**

Special Exceptions by district are listed in *Sec. 5.1.5. Permitted Use Table*. See also *Sec. 10.2.19. Special Exception*.

D. **Accessory Uses**

Accessory uses are allowed in conjunction with a permitted primary use as set forth in *Article 5.7. Accessory Uses*.

E. **Temporary Uses**

Temporary uses, in conjunction with a primary use, are allowed as set forth in *Article 5.8. Temporary Uses*.

F. **Use Standards**

Certain use standards are allowed with specific standards as set forth in this Chapter. The use standard

is cross-referenced in *Sec. 5.1.5. Permitted Use Table*.

G. **Change of Tenant - Large Scale Tenant Spaces**

For any tenant space with a floor area of 25,000 square feet or greater, a change of one tenant to a different tenant with a COMMERCIAL or PUBLIC & INSTITUTIONAL use listed under *Sec. 5.1.5. Permitted Use Table*, excluding medical or office, shall be required to obtain approval from City Council as set forth in *Sec. 10.2.26. Change of Tenant - Large Scale Tenant Spaces*.

(Ord. 062121B, 07/19/2021)

Effective on: 7/19/2021

Sec. 5.1.2. Prohibited Uses

Except for uses determinations made pursuant to *Sec. 5.1.3 Use Determination*, any use not explicitly allowed as a permitted use by right, accessory use, limited use, Special Exception, or a Temporary Use in the zoning district allowed in *Sec. 5.1.5. Permitted Use Table*, is prohibited. The enumerations of prohibited uses below are expressly prohibited, but such enumeration shall not be deemed exclusive or all-inclusive. Prohibited uses include:

A. Any use of prima fascia business, commercial, or industrial character not otherwise specifically allowed in a zoning district ;
B. Any use prohibited by an applicable Special Exception;
C. Any use prohibited by an applicable overlay zoning district;
D. Manufactured home or travel trailer except in the MP Zoning District or allowed in a PUD Zoning District;
E. Open dump;
F. Signs erected in violation of *Article 6.17. Signage Standards*; and
G. Storage of unlicensed, uninspected, wrecked, crushed, dismantled, or partially dismantled automotive vehicles except as temporarily allowed in towing yards for vehicles or stored in a garage.

Effective on: 7/20/2018

Sec. 5.1.3. Use Determination

A. **Interpretation by the Director**

The Director is responsible for categorizing all uses. If a proposed use is not listed in a use category, but is similar in character, intensity, and impact to a listed use, the Director may consider the proposed use part of that use category. When determining whether a proposed use is like a listed use, the following criteria will be considered:

1. The actual or projected characteristics of the proposed use;
2. The relative amount of site area or floor area and equipment devoted to the proposed use;
3. Relative amounts of sales;
4. The customer type;
5. The relative number of employees;
6. Hours of operation;
7. Building and site arrangement;
8. Types of vehicles used and their parking requirements;
9. The number of vehicle trips generated;
10. How the proposed use is advertised;
11. The likely impact on surrounding properties; and
12. Whether the activity is likely to be found independent of the other activity on the site.

B. **Uses Not Specifically Listed**

A use not specifically listed in *Sec. 5.1.5. Permitted Use Table* is prohibited, unless the Director determines the use to be part of a use category as described in *Sec. 5.1.3 Use Determination*.

C. **Director Action**

Following a determination by the Director, a written record shall be kept by the Department (see also *Sec. 10.2.2. Administrative Determination*).

Sec. 5.1.4. Key to Use Table

Sec. 5.1.5. Permitted Use Table identifies uses permitted in each zoning district. The use table key is set forth below.

A. **Permitted Use (P)**

Indicates that the use is permitted by right in the District.

B. **Special Exception (S and SE)**

S - Indicates that it is a permitted use, subject to a review by the Board of Zoning Appeals with conditions and limitations imposed by the Board.

SE - Indicates that it is a permitted use, subject to a review by the Common Council with conditions and limitations imposed by the Common Council.

C. **Accessory (A)**

Indicates that the use is permitted as an accessory use to an established primary use.

D. **Temporary (T)**

Indicates that the use is permitted as a temporary use.

~~E. **Limited Use (L)**~~

~~Indicates that the use is permitted on a limited basis with additional standards.~~

Use Not Permitted (-)

Indicates that a use is not permitted in that District.

~~F. **Conditional Use (C)**~~

~~Indicates a use permitted that requires approval of the Board due to its nature.~~

(Ord. 011822, 02/21/2022)

Effective on: 7/20/2018

FISHERS
EST. 1872

Sec. 5.1.5. Permitted Use Table

5.1.5 Permitted Use Table																		
USE	Residential									Nonresidential						Other		Use Standards
	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
	P - Permited, S - Special Exception Permit Required, A - Accessory, T - Temporary, * - Zoning-specific standards and limitations apply																	
RESIDENTIAL																		
Household Living, as listed below:																		*Sec. 5.2.1.A*
Single-unit living	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P	-	*Sec. 5.2.1B.*
Two-unit living	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1C.*
Multi-unit living	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1D.*
Cottage court (IN PROGRESS)	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	*Sec. 5.2.1E.*
Conservation development	P	P	P	P	P	P	-	P	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1F.*
Compact development (IN PROGRESS)																		
Manufactured home development	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	*Sec. 5.2.1.G*
-																		
Group Home Living, as listed below:																		*Sec. 5.2.2.A.*
~~Assisted living facility / memory care~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~-~~	~~P~~	~~P~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.2.2.B.*~~
Group home	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~C~~B.*
Special Care Facility	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Special care facility, as listed below:																		*Sec. 5.2.2.~~D~~C.*
Residential facility for the developmentally disabled	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Residential facility for the mentally ill	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Senior Living, as listed below:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*Sec. 5.2.3.A.*
Senior Living Community	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.B.*
Assisted Living	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.C.*
Independent Living	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.D.*

Nursing Home	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	Sec. 5.2.3.E.
PUBLIC & INSTITUTIONAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
CIVIC, except as listed below:	S	S	S	S	S	S	S	S	-	S	S	S	S	S	-	S	S	*Sec. 5.3.1A. & E.*
Cemetery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	*Sec. 5.3.1A. & B.*
~~Hospital~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~P~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.3.1A*~~
Place of Worship	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	*Sec. 5.3.1A. & C.*
~~Schools, Pre-K and Nursery~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~-~~	~~S~~	~~P~~	~~*Sec. 5.3.1A. & D.*~~
~~Schools, Primary and Secondary~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~-~~	~~S~~	~~P~~	~~*Sec. 5.3.1A. & D.*~~
~~Schools, trade, business or commercial~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~P~~	~~-~~	~~P~~	~~P~~	~~-~~	~~-~~	~~*Sec. 5.3.1A.*~~
~~Parks, Open Space and Greenways~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~*Sec. 5.3.2A.*~~
~~Outdoor Living History Museum~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~*Sec. 5.3.2B.*~~
~~Minor utilities~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~*Sec. 5.3.3A.*~~
~~Major utilities~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~*Sec. 5.3.3B.*~~
~~Telecommunication tower~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~P~~	~~P~~	~~*Sec. 5.3.3C.*~~
~~Micro (small cell) tower~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.3.3D.*~~
~~Wind turbines~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~*Sec. 5.3.3A.*~~
EDUCATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School, Preschool through K-12	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	*Sec. 5.3.1A. & D.*
School, Trade/Business	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	-	-	*Sec. 5.3.1A.*
HEALTHCARE FACILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hospital	-	SE	SE	SE	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.3.1A*
PARKS & OPEN SPACE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, Open Space and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*Sec. 5.3.2A.*
Outdoor Living History Museum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	*Sec. 5.3.2B.*
UTILITIES AND COMMUNICATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*Sec. 5.3.3A.*
Major utilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	*Sec. 5.3.3B.*
Telecommunication tower	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	*Sec. 5.3.3C.*
Micro (small cell) tower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*Sec. 5.3.3D.*
Solar Energy System (SES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SES, Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	Sec 5.3.3.E
SES, Freestanding	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	P	P	Sec 5.3.3.E
SES, Parking Lot Canopy	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
SES, Roof-Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
SES, Wall-Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
Wind Energy System (WES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WES, Small	A	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	Sec 5.3.3.F
WES, Large	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	Sec 5.3.3.F
Battery Energy Storage System (BESS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BESS, Tier I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.G
BESS, Tier II	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	S	-	Sec 5.3.3.G
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COMMERCIAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Child Care, as listed below:																		*Sec. 5.4.1A.*
Child care center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	*Sec. 5.4.1B.*
Child care home	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	-	-	-	-	-	-	~~C~~S	*Sec. 5.4.1C.*
Child care ministry	A	A	A	A	A	A	A	A	-	A	A	A	-	A	-	A	S	*Sec 5.4.1.E*
Indoor Entertainment and Recreation, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	-	P	S	-	P	*Sec. 5.4.2A.*
Adult entertainment establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	~~C~~SE	-	-	-	*Sec. 5.4.2B.*
Medical, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	P	P*	-	-	*Sec. 5.4.3A. & B.*
Clinic	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.3C.*
Office	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	*Sec. 5.4.4A.*
Outdoor Recreation	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	*Sec. 5.4.5.*
Overnight lodging, except as provided below:	-	-	-	-	-	-	-	-	-	-	-	P	-	~~L~~P*	-	-	-	*Sec. 5.4.6A. & C.*
Bed and breakfast	P	P	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	*Sec. 5.4.6B.*
~~Short-term rentals~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~L~~	~~-~~	~~*Sec. 5.4.6D.*~~
Short-term renatls, owner-occupied	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	*Sec. 5.4.6D.*
Short-term rentals, not owner-occupied	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-	S	-	*Sec. 5.4.6D.*
Personal Service~~, except as listed below:~~	-	-	-	-	-	-	-	-	-	P	P	P	~~L~~P*	-	~~L~~P*	-	-	*Sec. 5.4.7A. & D.*

~~Animal care (indoor)~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	~~P~~	-	~~P~~	~~P~~	~~*Sec. 5.4.7B.*~~
~~Animal care (outdoor)~~	-	-	-	-	-	-	-	-	-	-	-	~~P~~	-	~~P~~	-	~~P~~	~~P~~	~~*Sec. 5.4.7C.*~~
Restaurant/bar, as listed below:	-	-	-	-	-	-	-	-	-	-	P	P	-	-	L	P	-	*Sec. 5.4.8.A.*
Bar, tavern, lounge	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	*Sec. 5.4.8.B.*
Eating establishments	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	-	~~L~~P*	-	-	*Sec. 5.4.8.C.*
Fast food/quick service	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.8.D.*
Retail sales, except as provided below:	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	-	-	-	-	*Sec. 5.4.9A.& F.*
Brewery, low intensity	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	*Sec. 5.4.9.B.*
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*5.4.9.C*
Electric Vehicle Charging Facility	-	-	-	-	-	-	-	-	-	-	S	S	-	S	-	-	-	*5.4.9.C*
Grocery	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.9.D*
Special handling	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	*Sec. 5.4.9.E*
Vehicle fuel sales	-	-	-	-	-	-	-	-	-	-	~~P~~ -	~~P~~ -	-	P	-	-	-	*Sec. 5.4.9.F*
Vehicle sales/rentals	-	-	-	-	-	-	-	-	-	-	-	~~L~~P*	-	P	-	-	-	*Sec. 5.4.10. A & B*
INDUSTRIAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Light industrial	-	-	-	-	-	-	-	-	-	-	-	-	P*	P	P	P	P	*Sec. 5.5.1A. & B.*
Light manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	P*	P	P	-		*Sec. 5.5.2A. & B.*
Research & Development	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	*Sec. 5.5.3A.*
Self-service storage	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.5.4A. & B.*
Car wash	-	-	-	-	-	-	-	-	-	-	-	~~P~~ -	-	P	-	-	-	*Sec. 5.5.5.B.*
Vehicle repair (minor)	-	-	-	-	-	-	-	-	-	-	P*	P	-	P	-	-	-	*Sec. 5.5.5.C.*
Vehicle repair (major)	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.5.5.D.*
Vehicle repair (commercial vehicle)	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	*Sec. 5.5.5.E.*
Warehouse & distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	*Sec. 5.5.6A. & B*
Wholesale trade	-	-	-	-	-	-	-	-	-		-	-	-	P	P	-	-	*Sec. 5.5.7.A*
~~**OPEN**~~	~~**ER**~~	~~**R1**~~	~~**R2**~~	~~**R3**~~	~~**R4**~~	~~**R5**~~	~~**MF**~~	~~**TCR**~~	~~**MP**~~	~~**C1**~~	~~**C2**~~	~~**C3**~~	~~**EN**~~	~~**I1**~~	~~**MA**~~	~~**AG**~~	~~**OS**~~	-
~~**Agricultural, except as provided below:**~~	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1A.*~~
~~Community garden~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1B.*~~
~~Produce stand~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	-	-	~~L~~	~~L~~	~~*Sec. 5.8.2C.*~~
~~Plant nursery~~	-	-	-	-	-	-	-	-	-	-	-	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1C.*~~
~~Urban farm~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1D.*~~
AGRICULTURAL & ANIMAL USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Beekeeping	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	*Sec 5.6.2.A*
Community garden	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	-	-	P*	P*	*Sec. 5.6.1.B*

Domestic Pets	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	Sec 5.6.2.C
Domestic Farm Animals	A	A*	-	-	-	-	-	-	-	-	-	-	-	-	-	A	A	Sec 5.6.2.B
Kennel	-	-	-	-	-	-	-	-	-	-	-	P*	-	P*	-	P*	P*	Sec 5.6.2.D
Personal Garden	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	Sec. 5.6.1.C
Pet Grooming	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	P*	-	P*	P*	Sec 5.6.2.E
Plant nursery	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	Sec. 5.6.1.D
Produce stand	T*	T*	T*	T*	T*	T*	T*	T*	T*	T	T	T	T	-	-	T	T	Sec. 5.6.1.E
Urban farm	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	P	P	Sec. 5.6.1.F
Veterinary Clinic	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	P*	-	P*	P*	Sec 5.6.2.F
Other agricultural uses as defined in this UDO	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	Sec. 5.6.1.A
ACCESSORY USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Accessory uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.7.1
Caretaker's residence	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	Sec 5.7.2.A
Drive-through	-	-	-	-	-	-	-	-	-	A	A	A	-	A	A	-	-	Sec 5.7.2.B
Home Occupation	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	Sec 5.7.2.C
Outdoor Dining	-	-	-	-	-	-	-	-	-	-	A	A	A	-	A	-	-	Sec 5.7.2.E
Recreational Use related to a Residential Development	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	Sec 5.7.2.F
Residential Accessory Service	-	-	-	-	-	-	A	-	-	-	-	-	-	-	-	-	-	Sec 5.7.2.G
TEMPORARY USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Temporary uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.8.1
Construction Trailer	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.A
Event Tents	T	T	T	T	T	T	T	T	T	-	-	-	-	-	-	T	-	Sec 5.8.2.G.2
Garage/Yard Sale	T	T	T	T	T	T	T	T	T	-	-	-	-	-	-	T	-	Sec 5.8.2.G.1
Institutional	T	T	T	T	T	T	T	T	-	T	T	T	-	T	-	T	T	Sec 5.8.2.B
Sales Office for Model Home	T	T	T	T	T	T	T	T	-	-	-	-	-	-	-	-	-	Sec 5.8.2.C
Special Event	-	-	-	-	-	-	-	-	-	T	T	T	T	T	T	T	T	Sec 5.8.2.D
Temporary off-street parking	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.E
Temporary trash receptacle	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.F
Temporary storage unit (POD)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.F

Sec. 5.1.6. General Health & Maintenance Standards

A. **Obnoxious Characteristics**

No use shall exhibit obnoxious characteristics to the extent that it constitutes a public nuisance. No use in existence on the effective date of this UDO shall be so altered or modified to conflict with these standards.

B. **Fire Protection**

Firefighting equipment and prevention measures acceptable to the Fire Department and any federal, State, County, and/or local authorities that may also have jurisdiction shall be readily available and apparent when any activity involving the handling or storage of flammable or explosive materials is conducted.

C. **Electrical Disturbance**

No use shall cause electrical disturbance adversely affecting radio, television or other telecommunication equipment in the vicinity.

D. **Noise**

No use shall produce noise in such a manner as to be objectionable because of volume, frequency, intermittence, beat, shrillness or vibration. Said noise shall be muffled or otherwise controlled so as not to become detrimental, provided, however, public safety sirens and related apparatus used solely for public purposes shall be exempt from this standard. Also, refer to City of Fishers Code of Ordinances, Chapter 98 Noise.

E. **Vibration**

No use shall cause vibrations or concussions detectable beyond the lot lines without the aid of instruments.

F. **Odor**

No use shall emit across the lot lines malodorous gas or matter in such quantity as to be detectable at any point along the lot lines.

G. **Air Pollution**

No use shall discharge across the lot lines fly ash, dust, smoke, vapors, noxious, toxic or corrosive matter, or other air pollutants in such concentration as to be detrimental to health, animals, vegetation or property, or conflict with public air quality standards.

H. **Heat and Glare**

No use shall produce heat or glare in such a manner as to be a nuisance or create a hazard perceptible from any point beyond the lot lines.

I. **Water and Solid Waste Pollution**

1. No use shall produce erosion or pollutants in such quantity as to be detrimental to adjacent properties or conflict with public water quality standards.
2. No authorization of a use under this UDO includes the authority to discharge liquid or solid wastes into public waters except as permitted under the Stream Pollution Control Law (Acts 1943, Chapter 214, as amended). Plans and specifications for proposed sewage and other waste treatment and disposal facilities shall be approved by the Stream Pollution Control Board and any federal, State, County, and/or local authorities that may also have jurisdiction.
3. No use shall accumulate within the lot or discharge beyond the lot lines any waste matter, whether liquid or solid, in conflict with applicable public health, safety and welfare standards and regulations.

J. **Waste Disposal**

No waste materials such as garbage, rubbish, trash, construction material, gasoline, oil, flammables, soils,

tars, chemicals, greases, industrial or agricultural waste, or any other material of such nature, quantity, obnoxiousness, toxicity, or temperature that may contaminate, pollute, or harm the waters may be deposited, located, stored, or discharged on any lot in a way that would be likely to runoff, seep, or wash into surface or ground water. Also, refer the City of Fishers Code of Ordinances, Chapter 153 Stormwater Management.

K. **Fuel Storage**
No flammable or explosive liquids, solids, or gasses as specified by the State Fire Marshal may be stored in bulk above ground, except tanks or drums of fuel connected directly with energy devices or heating appliances located and operated on the same lot as the tanks or drums of fuel. Fuel for heavy equipment used during grading and construction may be stored on site for the duration of the project subject to all applicable State and local regulations.

L. **Debris/Refuse**

1. Debris, refuse, trash, construction material, garbage, litter, unfinished buildings, scrap metals, or rotting wood shall not be present or accumulate on any property; or
2. The storage or parking of any inoperable vehicle or junk vehicles as those terms are defined in *CHAPTER 12. DEFINITIONS*.
3. **Exemption.** This subsection shall not be construed as prohibiting any of the following:
   a. The outdoor storage of bona fide farm equipment, farm implements, or farm vehicles; provided such items are being used for ongoing farm operations and are otherwise in compliance with all other applicable ordinances,
   b. A motor vehicle which is mechanically operable, but unlicensed because it is owned, leased or co-signed to a duly licensed and lawful new or used car dealer, if the motor vehicle is located on premises under the control of the car dealer for sale or delivery; or
   c. A vehicle or motor vehicle which is stored on the premises of a duly licensed and lawful vehicle or motor vehicle repair shop or a licensed and lawful vehicle impoundment facility, if the repair shop or impoundment facility has all licenses or registrations required by the State of Indiana

M. **Light Pollution**
All lighting shall comply with requirements of Article 6.5. Exterior Lighting Standards to not be detrimental to adjacent and surrounding properties to an extent to cause a nuisance or disturb a local habitat.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Article 5.2. Residential Uses

Contents:

Sec. 5.2.1 Household Living
Sec. 5.2.2. Group Home Living

Sec. 5.2.1. Household Living

A. **Household Living Use Category**

Residential occupancy of a dwelling unit by a household. Household living includes the following uses.

1. Single-unit living, two-unit living, multi-unit living.
2. Cottage court.
3. Conservation development.
4. Compact development.
5. Manufactured home development.

B. **Single-Unit Living**

One (1) dwelling unit in a single primary structure.

C. **Two-Unit Living**

Two (2) dwelling units in a single primary structure.

D. **Multi-Unit Living**

Three (3) or more dwelling units in a single primary structure. Multiple primary buildings are allowed on the same lot.

E. **Cottage Court**
A group of small detached houses centered around a common open space or courtyard.

F. **Conservation Development**

A conservation development allows smaller lot sizes (with smaller setbacks) and additional density in exchange for protecting a significant amount of open space.

G. **Manufactured Home Development**

A site which contains or is intended for the long-term location of manufactured homes that may include services and facilities for the residents. Includes both manufactured home park (with leased or condominium spaces) and manufactured home subdivision (individually platted spaces). Manufactured home developments must meet standards in *CHAPTER 3. ZONING DISTRICTS*.

Sec. 5.2.2. Group Home Living

A. **Group Living Use Category**

Residential occupancy of a structure by a group of people that does not meet the definition of household living. Generally, group living facilities have a common eating area for residents and residents may receive care or training. Group living includes the following uses.

~~1. Assisted living facilities.~~

2. Group home.

~~3. Nursing home.~~

4. Special care facilities.

~~B. **Assisted Living Facility**~~

~~A residential facility where assistance with daily activities, such as taking medicine, dressing, grooming, and bathing are provided for the aged or infirm, or any other reasonably independent person in need of nursing care; and which does not contain equipment for surgical care or for treatment of disease or injury, and is not primarily designed for patients being treated for mental illness or alcohol or drug addiction. Assisted living facilities have private rooms that are not shared by non-related persons.~~

C. **Group Home**

A facility that houses not more than 10 children that are either:

1. In need of service under IC 31-34-1; or
2. Children who have committed a delinquent act under IC 31-37-2-2; IC 31-37-2-3; or IC 31-37-2-5.
3. Group homes are not subject to covenants, deeds or other instruments pertaining to the transfer, sale, lease, or use of property that would permit the residential use of property but prohibit the use of that property as a group home as a matter of State public policy reasons. Group homes cannot be prohibited because they are a business, the persons living in a group home are not related, or any other reason. All group homes must abide by State Law and must be a licensed facility with the State,

meeting fire codes, building codes, and specific group home regulations.

D. **Special Care Facility**

1. **Residential Facility for the Developmentally Disabled.**

   a. Large: A residential facility which provides residential services for more than eight (8) developmentally disabled individuals as described in IC 12-28-4. This use is allowed in all Residential Districts.

   b. Small: A residential facility which provides residential services for eight (8) developmentally disabled individuals or less as described in IC 12-28-4.

2. **Residential Facility for the Mentally Ill.** A residential facility which provides residential services for mentally ill individuals as described in IC 12-28-4. This use is allowed in Residential Districts, however, no two (2) Residential Facilities for the Mentally Ill shall be within 3,000 feet of each another within the City's planning jurisdiction as stated in Indiana Code.

Sec. 5.2.3. Senior Living

A. **Senior Living Use Category**

Residential occupancy of an individual or multi-family dwelling unit that may not meet the definition of household living. Generally, senior living communities are for those aged 55 and over. They offer a variety of housing and care options, which are listed below. Assisted Living

1. Senior Living Community
2. Independent Living
3. Assisted Living
4. Nursing Home

B. **Senior Living Community**

A residential community that offers a variety of housing and care options consisting of independent living, assisted living and memory care on a single lot. The spectrum of options allows seniors aged 55 and over to age in place. These communities are under common ownership. Residents may live in single family or multi-family housing with units only rented or leased and not sold.

C. **Assisted Living**

A residential community for those who require long-term assistance with activities of daily living including limited on-site rehabilitation and medical care. The building does not contain equipment for surgical care or for treatment of disease or injury and is not primarily designed for residents needing 24-hour monitoring and medical assistance by trained medical staff and treatment for mental illness or alcohol or drug addiction. Assisted living communities primarily have apartment-like private rooms that are not shared by non-related persons. They may provide memory care services for those with Alzheimer's or dementia. In the memory care wing or floor, residents may share rooms with non-related persons.

D. **Independent Living**

A residential community for those who do not need assistance with activities of daily living but would like services that may include daily meals, housekeeping and laundry services, wellness team, security, transportation, access to on-site activities, amenities and events, etc. Residential units associated with senior living communities are only rented or leased and not sold. These units may consist of single-family homes, duplexes, apartments, condos, townhomes, etc.

E. **Nursing Home**

A residential community for those who require either short- or long-term assistance with activities of daily living including 24-hour monitoring and medical assistance by trained medical staff, in-house rehabilitation services and specialized care. They do not provide care or treatment to those with a serious illness like a hospital. Nursing homes primarily have dorm – style living that may be private or shared with non-related persons. They may provide memory care services for those with Alzheimer's or dementia and mental health services.

Article 5.3. Public & Institutional Uses

Contents:

Sec. 5.3.1. Civic

Sec. 5.3.2. Parks, Open Space & Greenways

Sec. 5.3.3 Utilities

Sec. 5.3.1. Civic

A. **Civic Use Category**

Places of public assembly that provide ongoing governmental, life safety, educational and cultural services to the public, as well as meeting areas for religious practice. Buildings and structures for civic uses shall comply with *Article 6.13. Permitted Non-residential Structure Standards*. Non-profit civic uses are not permitted within the I-69 Overlay District (see also *CHAPTER 4. OVERLAY ZONING DISTRICTS*). Civic uses include, but are not limited to, the following uses as examples:

1. Cemetery.
2. Civic Club
3. Hospital
4. Museum, library.
5. Places of worship including church, mosque, synagogue, temple.
6. Police, fire, EMS station.
7. School, public or private (K-12).
8. School, Trade or Business

B. **Cemetery**

Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. Cemeteries shall comply with the following standards.

1. **Wall and Fence Standards:** All cemeteries shall incorporate a perimeter fence or wall that is at least 48 inches tall but no taller than 72 inches. Fencing shall not be chain-link.
2. **Setback Standards:**
   a. Any burial space shall be set back at least 100 feet from any existing or proposed easement or right-of-way.
   b. Any permanent structure erected for the interment, entombment, or inurnment of human remains shall be set back at least 100 feet from the nearest property line.

C. **Place of Worship**

A building set apart and/or consecrated for religious purposes and public worship.

D. **School, Public or Private (K-12)**

A public or private (including charter or religious) school at the primary, elementary, middle, junior high or

high school level that provides basic academic education.

Effective on: 7/20/2018

Sec. 5.3.2. Parks, Open Space & Greenways

A. **Parks, Open Space and Greenways Use Category**

Uses focusing on natural areas consisting mostly of vegetation, passive or active outdoor recreation areas and having few structures. Parks, open space and greenway uses include, but are not limited to, the following uses as examples:

1. Botanical garden, nature preserve, recreational trail, greenway.
2. Game preserve, wildlife management area, refuge, animal sanctuary.
3. Park, recreation field. A public park may contain civic uses such as a community center, museum or library.
4. Reservoir, control structure, water supply, water well.

B. **Outdoor Living History Museum.**

The Outdoor Living History Museum established to provide for the education of the public regarding the life and times of the first generation of Indiana settlers. The use standards for the Outdoor Living History Museum is provided below:

1. **Approval.** Development Plan approval required for all developments.
2. **Height.** One (1) primary structure not to exceed 50 feet; all other structures not to exceed 35 feet; exhibits/attractions related to the outdoor living history museum exempt from these height standards.
3. **Minimum Lot Area.** 150 acres.
4. **Minimum Lot Width at Building Line.** 1,000 feet.
5. **Minimum Lot Frontage.** 500 feet.
6. **Sewer and Water.** Requires municipal water or sewer hookup.
7. **Minimum Front Setback.** 100 feet.
8. **Minimum Side Setback.** 50 feet
9. **Minimum Rear Setback.** 100 feet
10. **Buffer Yard.** Additional Buffer Yard requirements may apply that increases the setbacks. See also *Sec. 6.7.4. Buffer Yards.*
11. **Maximum Impervious Surface Coverage.** 40%
12. **Primary/Accessory Structures.** More than one Primary Structure and more than one accessory structure shall be permitted on one tract of land.
13. **Access.** Entrances and exits shall be located to minimize any adverse effect on adjacent properties.
14. **Parking.** Off-street parking spaces shall be provided on site for any use and shall consist of not fewer than 620 improved parking spaces.
15. **Storage.** Outside storage, where necessary, shall be in a manner which will minimize its visibility from areas adjoining the project site.

Effective on: 7/20/2018

Sec. 5.3.3. Utilities

A. **Minor Utilities Use Category**

Public or private infrastructure serving a limited area with no on-site personnel. Minor utilities include, but are not limited to, the following uses as examples:

1. On-site stormwater retention or detention facility.
2. Neighborhood-serving cable, telephone, gas or electric facility.
3. Sustainable energy system.
4. Water and wastewater pump station or lift station.
5. Electrical substation.
6. Utility service.

B. **Major Utilities Use Category**

Public or private infrastructure serving the general community and possibly having on-site personnel. Major utilities include the following uses.

1. Electric or gas generation plant.
2. Water or sanitary sewer treatment plant.

C. **Telecommunication Facilities**

A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use as it relates to commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions Telecommunication facilities are allowed in nonresidential zoning districts and shall comply with the following use standards:

1. **Setbacks.**
   a. All telecommunication towers shall be set back from any property line a distance equal to at least 80% of the height of the tower;
   b. A telecommunication tower shall be 500 feet from any residential structure; and
   c. Telecommunication towers are generally not permitted in established front yards, except where evidence provided by the petitioner demonstrates that placement in an established front yard would provide the best camouflage for the tower.
2. **Design.** All telecommunication towers shall be a monopole design.
   a. Buffer Requirements. The location of the tower and equipment buildings shall comply with all local, State and federal natural resource protection standards. The following buffer planting shall be located around the outermost perimeter or security fence of a telecommunication facility:
      i. An eight-foot (8') high wood fence or brick masonry wall shall completely surround the entire telecommunications facility, excluding guy wires.
      ii. A live evergreen screen consisting of a hedge, planted five (5) feet on center maximum, or a row of evergreen trees planted a maximum of 10 feet on center shall be planted outside the fence around the entire telecommunication facility and each of the guy wires and anchors, if used, and the height of all plants at the time of planting shall be no less than five (5) feet;
      iii. Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible on the entire site;
      iv. Existing evergreen vegetation outside the fence or wall may be counted toward the evergreen screen.
3. **Access.** Proposed telecommunication towers and antennas shall meet the following access requirements:
   a. Vehicular access to the tower and equipment building shall be provided along any existing driveways, whenever feasible; and
   b. The telecommunication facility shall be fully automated and unattended daily, and may be visited only for periodic maintenance, emergencies, installations or equipment removal.

4. **Design.** Proposed telecommunication towers and antennas shall meet the following design requirements:
   a. Telecommunication towers and antennas shall be designed to blend into the surrounding environment using camouflaging, color and architectural treatment, except in an instance where the color is dictated by federal or State authorities such as the Federal Aviation Administration (FAA).
   b. The entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment such as wood, brick, or stucco is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. If the facility is screened 100% during all seasons with an eight-foot (8') tall wood privacy fence and evergreen screen, other materials may be approved.
   c. Lighting for safety or security reasons, or required by the FAA or other federal or State authority is permitted. All required lighting shall be oriented inward so as not to project onto surrounding residential properties.
5. **Collocation Requirements.**
   a. At a minimum, a monopole shall be constructed to support the initial user plus the anticipated loading of the number of additional users required in accordance with this UDO.
   b. Minimum number of additional antenna sites to be provided on an 80-foot tower is two (2).
   c. The site of the initial telecommunication tower and telecommunication facility shall be of sufficient area to allow for the location of additional equipment.
   d. Any proposed telecommunication tower shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial use and the additional users as required in accordance with this UDO. Telecommunication towers shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the tower and to accept cellular communication equipment and antennas mounted at varying heights.
6. **Siting Requirements.** A proposal for a new telecommunication tower shall not be approved unless the petitioner submits verification that the telecommunication equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or buildings or other structure due to one (1) or more of the following reasons:
   a. The planned telecommunication equipment would exceed the structural capacity of the existing or approved towers, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved towers, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost.
   b. The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost.
   c. The existing or approved towers, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer.
   d. Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved tower, building or structure.
   e. The petitioner has been unable to enter a commonly reasonable lease term with the owners of existing towers, buildings or structures.
   f. Additional land area is not available at the base of existing towers, buildings or structures to accommodate the proposed telecommunication facility.

7. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission's jurisdiction shall comply with the following requirements:
   a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the Federal Communications Commission (FCC) when applicable.
   b. All telecommunication towers and telecommunication equipment shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.
   c. Except for necessary electric and telephone service and connection lines approved by the Board, no part of any telecommunication equipment, telecommunication tower, lines, cables, equipment, wires or braces in connection with either shall at any time extend across or over any part of a right-of-way, public street, highway, sidewalk, trail or property line without appropriate approval in writing.
   d. All telecommunication towers and telecommunication equipment shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.
   e. All telecommunication towers and telecommunication equipment shall be constructed to conform with the requirements of the Occupational Safety and Health Administration (OSHA).
   f. All signal and remote-control conductors of low energy extending substantially horizontally above the ground between a tower and other telecommunication equipment, or between towers, shall be at least 10 feet above the ground at all points, unless buried underground.
   g. All telecommunication towers and telecommunication equipment shall be designed and constructed to all applicable standards of the American National Standards Institute (ANSI) manual, as amended.
   h. An engineer's certification shall be submitted for all telecommunication towers and all other telecommunication equipment to document and verify the design specifications, including, but not limited to, the foundation for all towers, anchors for all guy wires (if used), the location of all collocation sites, strength requirements to withstand natural forces such as ice, wind, earth movements, etc.
   i. All telecommunication towers and telecommunication equipment shall be designed and constructed, at a minimum, to withstand wind gusts of at least 80 miles per hour with one-half (½) inch of ice and to accommodate all collocation sites as required by this UDO.
8. **Existing Structures.** The following shall apply to existing antennas, telecommunication towers and telecommunication equipment:
   a. Existing structures may continue in use for the purpose now used and as now existing, but may not be replaced or significantly structurally altered without complying in all respects to the requirements set out in this UDO.
   b. All requests to install any telecommunication equipment on an existing approved or "grandfathered" tower, building or structure shall be submitted to the Department for approval. All such requests will only require an electrical permit, Department zoning approval, and the contract between the petitioner and the owner of the existing tower, building or structure, unless other approvals are required as set out in this UDO.
9. **Inspection of Towers.** The following shall apply to the inspection of telecommunication towers:
   a. All telecommunication towers may be inspected at least once every year - or more often as needed to respond to complaints received - by the Department, the Director of Engineering, and/or a qualified and licensed consulting engineer to determine compliance with the original construction standards. Deviation from original construction for which any permit was obtained constitutes a violation of this UDO.

b. Notice of Violation will be sent by registered mail to the owner and the owner will have 30 days from the date the notification is issued to make repairs. The owner is required to notify the Department of Community Development that the repairs have been made, and as soon as possible thereafter, another inspection will be made and the owner notified of the results.

10. **Abandoned Towers.** Any telecommunication tower unused or left abandoned for six (6) months will be removed by the tower owner at its expense. Should the owner fail to remove the telecommunication tower after 30 days from the date a Notice of Violation is issued, the City may remove the telecommunication tower and bill the owner for the costs of removal and cleanup of the site.

D. **Micro (Small Cell) Towers**

1. **Purpose.** The purpose of this Section is to provide for sensible and reasonable land use standards to allow for the provision of adequate reliable public and private telecommunication service and small cell facilities for telecommunications to serve the telecommunications needs of the area and undesirable visual effects of such small cell facilities and to provide for the reasonable location of such facilities in the City.
2. **Limitation to JURIS-OL.** Small cell facilities for telecommunications are limited to placement in the JURIS-OL zoning district. Small cell facilities for telecommunications are not permitted within JURIS-OL right-of-way having "Local" functional classification as defined in the City's Transportation Plan.
3. **Definitions.** For purposes of this Section, the following words are consistent with State Law, the words and phrases below are defined as follows:
   a. **Antenna**: Any communications equipment that transmits or receives electromagnetic radio signals used in the provision of wireless communications service.
   b. **Base Station**: A station located at a specific site that is authorized to communicate with mobile stations. The term includes all radio transceivers, antennas, coaxial cables, power supplies, and other electronics associated with a station.
   c. **Collocation**: The placement or installation of wireless facilities on existing structures that include a wireless facility or a wireless support structure, including water towers and other buildings or structures. The term includes the placement, replacement, or modification of wireless facilities within an approved equipment compound.
   d. **Construction Plan** (1): When referring to a new wireless support structure means a written plan for construction that demonstrates the aesthetics of the wireless support structure is substantially similar to the street lights located nearest the proposed location; includes the total height and width of the wireless facility and wireless support structure, including cross section and elevation, footing, foundation and wind speed details; a structural analysis indicating the capacity for future and existing antennas, including a geotechnical report and calculations for the foundation's capacity; the identity and qualifications of each person directly responsible for the design and construction; and signed and sealed documentation from the applicant that shows the proposed location of the wireless facility and wireless support structure and all easements and existing structures within 1,000 feet of such wireless facility or wireless support structure.
   e. **Construction Plan** (2): When referring substantial modification of an existing wireless facility or wireless support structure means a plan that describes the proposed modifications to the wireless support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment.
   f. **Electrical Transmission Tower**: A structure that physically supports high voltage overhead power lines. The term does not include a utility pole.
   g. **Equipment Compound**: The area that: (1) surrounds or is near the base of a wireless support structure; and (2) encloses wireless facilities.
   h. **Existing Structure**: Does not include a utility pole or an electrical transmission tower.
   i. **Permit Authority**: The staff of the City and the applicable Board appeals within the jurisdiction

of the City.

j. **Person**: A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

k. **Small Cell Facility**: (i) A personal wireless service facility as defined by the Act or (ii) a wireless service facility that satisfies the following requirements: (a) each antenna, including exposed elements, has a volume of three (3) cubic feet or less; (b) all antennas, including exposed elements, have a total volume of six (6) cubic feet or less; and (c) the primary equipment enclosure located with the facility has a volume of 40 cubic feet or less.

l. **Small Cell Network**: A collection of interrelated small cell facilities designed to deliver wireless service.

m. **Substantial Modification of a Wireless Support Structure**: The mounting of a wireless facility on a wireless support structure in a manner that: (i) increases the height of the wireless support structure by the greater of: (a) 10% of the original height of the wireless support structure; or (b) 20 feet; (ii) adds an appurtenance to the wireless support structure that protrudes horizontally from the wireless support structure more than the greater of: (a) 20 feet; or (b) the width of the wireless support structure at the location of the appurtenance; or (iii) increases the square footage of the equipment compound in which the wireless facility is located by more than 2,500 square feet. The term substantial modification does not include the following: (i) increasing the height of a wireless support structure to avoid interfering with an existing antenna; (i) increasing the diameter or area of a wireless support structure to: (a) shelter an antenna from inclement weather; or (b) connect an antenna to the wireless support structure by cable.

n. **Utility Pole**: A structure that is: (i) owned or operated by: (a) a public utility; (b) a communications service provider; (c) a municipality; (d) an electric membership corporation; or (e) a rural electric cooperative; and (ii) designed and used to: (a) carry lines, cables, or wires for telephone, cable television, or electricity; or (b) provide lighting.

o. **Wireless Facility**: The set of equipment and network components necessary to provide wireless communications service. The term does not include a wireless support structure.

p. **Wireless Support Structure**: A freestanding structure designed to support wireless facilities. The term does not include a utility pole or an electrical transmission tower.

4. **General Standards.**

a. Permits: A person that provides wireless communications service or otherwise makes available infrastructure for wireless communications services may apply for a permit to (a) locate a wireless facility or wireless support structure, (b) perform a substantial modification or (c) collocate wireless facilities on existing structures in the JURIS-OL. An applicant shall demonstrate that the proposed wireless facility, wireless support structure or substantial modification thereof complies with the requirements of this JURIS-OL.

b. Collocation Preference:

i. At a minimum, new wireless facilities shall be a monopole constructed to support the initial user plus the anticipated loading of one additional user.

ii. The site of the initial wireless facility at any location shall be of sufficient area to allow for the location of one (1) additional wireless facility.

iii. Any proposed wireless support structure shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial wireless facility and one additional wireless facility support structure shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the structure and to accept cellular communication equipment and antennas mounted at varying heights.

iv. A proposal for a new wireless support structure shall not be approved unless the person submits an affidavit that the telecommunication equipment planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or

electrical transmission tower or other structure due to one (1) or more of the following reasons:

a) The planned telecommunication equipment would exceed the structural capacity of the existing or approved utility pole or electrical transmission tower, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved utility pole or electrical transmission tower, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost, or

b) The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost; or

c) The existing or approved utility pole or electrical transmission tower, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or

d) Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved utility pole or electrical transmission tower, building or structure; or

e) The person has been unable to enter a commonly reasonable lease term with the owners of existing utility pole or electrical transmission tower, buildings or structures.

c. Specifications: Beginning on the effective date of August 1, 2015, new wireless facilities and wireless support structures shall meet the following specifications:

i. *Overall Maximum Antenna and Tower Height*: 50 feet from AGL (at grade level).

ii. *Minimum Tower Separation*: 1 ,000 feet between any other support structure primarily used for telecommunications, measured in any direction between support structures, not necessarily a dimension measured parallel to a road right-of-way.

iii. Support structures must be metal or fiberglass poles matching the City's street light poles, per engineering specifications as may be amended from time to time by the Fishers Board of Public Works and shall be "Fishers Green" which is commonly called Lilly Industries "Holiday Green" RAL 6004. Support structures shall include luminaires that match the City's specifications for lighting and be maintained in good working order at the cost of the applicant, including the cost of electricity. Any antenna equipment mounted to the support structures (antenna or other permitted equipment) shall also be matching in color to the support structure.

iv. All facility equipment at a single facility, except for the antenna itself, shall be ground mounted in a cabinet having an area not to exceed 40 cubic feet and no greater than 48 inches tall. Under special circumstances based on an agreement, the permit authority may allow a pole mounted cabinet with dimension not exceeding 20" x 20" x 6", ground mounted cabinet not to exceed 2' x 2' x 1’ and other considerations, such as, but not limited to, the addition of shrouding and landscaping to mitigate the visual impact of the equipment. If an agreement cannot be reached, then the City Board of Public Works shall intervene and decide.

v. All support structures shall have a plaque identifying the structure, the owner and the owner's contact information, said plaque shall not exceed 0.25 square feet.

vi. All wiring and fiber shall be concealed within the support structure and all conduit, wiring and fiber shall be buried between structures and/or structures and ground mounted cabinets. All service lines (e.g. electric lines) to the support structure must also be buried unless service lines in the support structure are aerial then service lines to the support structure can also be aerial, except for any service drop crossing a street or roadway which would need to be bored

and placed under such street or roadway.

vii. Wireless support structures and facilities shall be designed to blend into the surrounding environment using color, camouflaging and architectural treatment and the entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. Specific requirements for aesthetics of the wireless support structures and facilities shall be in accordance with standards established by the City Board of Public Works, from time to time.

d. Continued Operation: A person receiving a permit for a new (i) construction of a new wireless support structure; (ii) substantial modification of a wireless support structure; or (iii) collocation of wireless facilities on an existing structure explicitly agrees that if the wireless support structure or wireless facilities are not used for a period of six (6) consecutive months, they will be removed by the facilities owner at its expense. Should such owner fail to remove the wireless support structure or wireless facilities after 30 business days from the date a Notice of Violation is issued by the City, the City may remove such structure or facilities and bill the owner for the costs of removal and cleanup of the site. The owner of any facility shall annually file a copy of any inspections completed on such wireless support structure or wireless facilities with the permit authority for continued operation and use of the wireless support structure or wireless facilities.

e. Confidential Information: All confidential information submitted by an applicant shall be maintained to the extent authorized by Indiana Code 5-14-3 et. seq.

5. **New Wireless Support Structures.**

a. Contents of Application: An application for a permit shall include the following:

i. The name, business address, and point of contact for the applicant.

ii. The location address, and Latitude and Longitude of the proposed or affected wireless support structure or wireless facility, and identify all small cell towers within 1,500 feet of the proposed new support structure.

iii. A construction plan, as defined herein, that describes the proposed wireless, support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment sufficient to determine compliance with these standards.

iv. Evidence supporting the choice of location, including, without limitation.

a) Maps or plats showing the proposed location(s) of applicant's proposed wireless support structure; and

b) A sworn statement from the individual responsible for the choice of location demonstrating that collocation of wireless facilities on an existing wireless support structure was not a viable option.

b. Single Application: An applicant may submit one (1) application for multiple wireless service facilities that are located within JURIS-OL. The Department may issue a single permit for all wireless support structures and service facilities included in the application rather than individual permits for each wireless support structure and service facility.

c. Variances: If the proposed wireless support structure is not a permitted use under an applicable zoning ordinance, the applicant shall additionally submit evidence showing that the application complies with the criteria for a variance of use from the terms of the zoning ordinance.

d. Procedure:

i. *Determination of Completion/Defects*: Within 10 business days of receipt of an application, the permit authority shall review the application to determine if the application is complete. If

the permit authority determines that an application is not complete, the permit authority shall notify the applicant in writing of all defects in the application. An applicant that receives a written notice of incompletion may cure the defects and resubmit the application within 30 business days of receiving the notice. If an applicant is unable to cure the defects within the 30-day period, the applicant shall notify the permit authority of the additional time the applicant requires to cure the defects.

ii. *Decision by Permit Authority*: Not more than 14 business days after the permit authority makes an initial determination of completeness, the permit authority shall: (i) review the application to determine if it complies with applicable requirements of this Section (ii) review the application to determine if it complies with standards required as established by the permit authority, and (iii) notify the applicant in writing whether the application is approved or denied. However, if the applicant requested additional time to cure defects in the application, the 14 business days shall be extended for a corresponding, reasonable amount of time.

e. Written Determinations: A written determination shall state clearly the basis for the decision to approve or deny an application. If the permit authority denies an application, the written determination must include substantial evidence in support of the denial. If a use variance is needed, a determination is considered written if it is included in the minutes of a public meeting of the permit authority.

6. **Substantial Modification.** A substantial modification shall result in a new application and shall follow the same process for a New Wireless Support Structures described above.

7. **Collocation.** An application for a permit for collocation shall follow the same process as a New Wireless Support Structures described above.

8. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission jurisdiction shall comply with the following requirements:

a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the FCC when applicable.

b. All wireless facilities and support structures shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.

c. All wireless facilities and support structures shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.

d. All wireless facilities and support structures shall be constructed to conform with the requirements of the OSHA.

e. All wireless facilities and support structures shall be designed and constructed to all applicable standards of the ANSI manual, as amended.

E. **Solar Energy Systems**

1. **Applicability.**

a. The requirements of this Section shall apply to all solar energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.

b. Solar energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

c. Modifications to, retrofits or replacements of an existing solar energy system that increase the total energy output shall be subject to this Ordinance.

2. **Use Standards.**

a. **Solar, Building-Mounted.** The standards of this subsection apply to roof-mounted and wall-mounted solar energy systems.

i. **Output**. The system shall not produce more than one megawatt of electricity.
ii. **Location on the structure**.
    1. SES is permitted to be on any primary and accessory structure.
    2. Roof-mounted SES may be located on any roof plane.
    3. Wall-mounted SES may not be located on a Front Façade, unless designed to be integrated with the walls.
iii. **Height**. Solar energy system may exceed the permitted maximum height of the underlying zoning district per primary or accessory structure that the system is affixed to by a maximum of:
    1. **Residential zoning districts**. Thirty-six (36) inches.
    2. **Mixed-Use and Non-Residential zoning districts**: Sixty (60) inches.
iv. **Projections**.
    1. Roof-mounted SES may not project horizontally further than the existing roof footprint or overhang.
    2. Wall-mounted SES may project horizontally into the side and rear yards only but shall also meet the requirements of *Sec. 6.16.3.A Setback Encroachments, Building Features*.
v. **Signs**. Signage or writing of any kind is not permitted on any portion of system, other than required manufacturer plates and safety labeling.

b. **Solar, Freestanding**. The standards of this subsection apply to freestanding solar energy systems, other than Parking Lot Canopy SES.
    i. **Output**. An accessory freestanding SES shall produce less than one megawatt of electricity. A primary use freestanding SES may produce one megawatt of electricity or more.
    ii. **Location**. Freestanding SES shall not be located in the established front yard and are permitted only in the side and rear yards.
    iii. **Size**. Freestanding SES square footage shall not count towards the total accessory structures or building floor area.
    iv. **Height**. An accessory freestanding SES shall meet the maximum permitted height requirement for accessory structures of the underlying zoning district. A primary use freestanding SES shall meet the maximum permitted height requirement for a primary structure of the underlying zoning district.
    v. **Setbacks**. Accessory freestanding SES shall meet the setback requirements for accessory structures of the underlying zoning district. Primary use freestanding SES shall meet the applicable primary structure setback requirements of the underlying zoning district.
    vi. **Lot Coverage**. The portions of the freestanding SES that do not touch the ground shall not be counted towards the lot coverage requirement.
    vii. **Signs**. Signage or writing of any kind is not permitted on any portion of the system, other than required manufacturer plates and safety labeling.

c. **Solar, Parking Lot Canopy**. The standards of this subsection apply to the Parking Lot Canopy Solar Energy Systems as defined in this UDO.
    i. **Output**. The system shall not produce more than one megawatt of electricity.
    ii. **Location**. The system may be located in the established front, side, or rear yard over the existing or proposed parking lot structure.
    iii. **Setbacks**.
        1. The system shall meet the required front building setback of the underlying zoning district.
        2. Any portion of the system, including overhangs, shall be set back from the side and rear lot lines a minimum of ten (10) feet.

iv. **Signage**. Signage or writing of any kind is not permitted on any portion of any parking lot canopy solar energy system, other than required manufacturer plates or safety labeling.

d. **Commercial Solar Energy System**. The standards of this subsection apply to Commercial SES as defined in this UDO.

i. **Adopted state code**. Under the provisions of I.C. 8-1-42, et seq., the City of Fishers adopts Commercial Solar Energy Systems regulations, specifically sections IC 8-1-42-10 through IC 8-1-42-20 with the following amended standards:

a) **Location**. The system is permitted to be located on the lot as allowed per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).

b) **Setbacks**. In addition to meeting state setback and minimum distances from certain rights-of-way requirements, the Commercial SES shall meet the minimum setback requirements per zoning district and per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).

c) **Landscape buffer**. Commercial SES shall meet the landscape buffer requirements pursuant to this UDO.

F. **Wind Energy Systems**

1. **Applicability**

a. The requirements of this Section shall apply to all wind energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.

b. Wind energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

c. Modifications to, retrofits or replacements of an existing wind energy system that increase the total energy output shall be subject to this Ordinance.

2. **Use Standards**

a. **General Standards**

i. **Signs.** Signage or writing of any kind is not permitted on any portion of any wind turbine, other than required manufacturer plates or safety labeling.

ii. **Lighting**. Small wind energy systems shall provide lighting per Federal Aviation Administration (FAA) regulations. Lighting shall be red and may not be of the incandescent variety, unless FAA regulations otherwise allow or require.

iii. **Clearance.** Minimum clearance between the lowest tip of the rotor or blade and the ground is 10 feet.

iv. **Access.** Climbing access (rungs or foot pegs) to the tower shall not start until 12 feet above grade to prevent unauthorized access.

v. **Installation.** Small wind energy systems shall be installed only by professional installers certified to install wind turbines, and only pursuant to manufacturer specifications.

b. **Wind Energy System, Large**

i. **Adopted state code**. Under the provisions of I.C. 8-1-41, et seq., the City of Fishers adopts Wind Energy Systems regulations, specifically sections IC 8-1-41-10 through IC 8-1-41-16.

c. **Wind Energy System, Small**

i. **Height.**

a) In Residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 10 feet.

b) In Mixed-Use zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 20 feet.

c) In Non-residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 40 feet.

ii. **Setback**. Each accessory small wind energy system shall be set back from each property line at least a distance equal to the height of the tower and blade with the blade in its highest vertical position.

d. **Location.** The system is permitted to be placed only in the established side and rear yards.

G. **Battery Storage Energy Systems**

1. **Purpose**. The Battery Energy Storage System standards are adopted to advance and protect the public health, safety, welfare, and quality of life of the City by creating regulations for the installation and use of battery energy storage systems (BESS), with the following goals:
   a. To designate properties suitable for the location, construction and operation of BESS.
   b. To ensure compatible land uses in the vicinity of the areas affected by BESS.
   c. To create synergy between battery energy storage system development and other stated goals of the community pursuant to the City's Comprehensive Plan.
2. **Applicability**.
   a. The requirements of this Section shall apply to all battery energy storage systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.
   b. Battery energy storage systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.
   c. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Ordinance.
3. **Other standards.** Battery energy storage systems shall comply with all applicable national and state safety, fire, building, and electric codes, including the latest edition of NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems) and NFPA 70.
4. **Use Permission.**
   a. **Tier I BESS.** Tier I BESS shall be permitted in all zoning districts as an accessory use and shall be subject to the standards in this UDO.
   b. **Tier II BESS.** Tier II BESS shall be permitted in certain zoning districts as stated in *Chapter 5. Uses*, through the issuance of a Special Exception Permit.
5. **Permit Requirements.**
   a. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.
   b. A site plan review shall be required for any part of the battery storage energy system installed outside of a building for consistency with the requirements in this UDO.
6. **General Standards.**
   a. **Floodplain.** Battery energy storage systems are prohibited in any designated floodplain and floodway.
   b. **Utility lines and electrical circuitry.** All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, except for the main service connection at the utility company easement or right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.
   c. **Floor Area.** Battery energy storage systems shall not be counted towards the maximum floor area requirement.
   d. **Height.** If located outside, BESS shall not exceed seven (7) feet in height.
   e. **Screening**. When BESS is located outside, it shall comply with the following screening standards.
      i. **Fence/wall.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access.

ii. **Vegetation**. No woody plants shall be installed within 10 feet of the screening fence or wall to avoid combustion hazard. Areas within 10 feet of the BESS shall be cleared of combustible vegetation.

f. **Setbacks**. BESS including mechanical equipment and screening shall meet setback requirements for the accessory structures of the underlying zoning district.

g. **Noise**. The 1-hour average noise generated from the battery energy storage systems, components, and associated accessory equipment shall not exceed a noise level of 45 dBA as measured at the subject site's property lines.

7. **Tier II BESS Standards.** In addition to the standards in this UDO and Article, Tier II battery energy storage system use shall meet the following standards.

a. **Special Exception Standards**. At the stage of Special Exception review, the applicant shall submit documents to show adherence to the standards in this UDO and the following standards:

b. **Lot size.** Minimum lot size required for Tier II BESS is 1 acre.

c. **Setbacks.** Any part of Tier II battery energy storage system shall meet setback requirements for the primary structure of the underlying zoning district and shall be located at least 50 feet from a property line abutting a residential use.

d. **Screening.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall that is at least 7 feet tall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access. The type and design of the fence/wall shall meet the requirements in Sec. 6.2.6.

e. **Height**. Tier II BESS shall not exceed fifteen (15) feet in height, or the maximum height allowed for primary structure in the underlying zoning district, whichever is less.

f. **Signage.**

i. Signage shall comply with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the vicinity of battery energy storage systems, and twenty-four-hour emergency contact information, including reach-back phone number.

ii. Disconnect and other emergency shutoff information shall be clearly displayed on a light-reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

g. **Lighting.** Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties and shall comply with the standards in *Article 6.5. Exterior Lighting Standards.*

8. **Decommissioning.**

a. **Decommissioning Plan.** The applicant shall submit a decommissioning plan developed in accordance with this UDO, containing a narrative description of the activities to be accomplished for removing the battery energy storage system from service, and from the facility in which it is located. The decommissioning plan shall also include:

i. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site.

ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

iii. The anticipated life of the battery energy storage system.

iv. The estimated decommissioning costs and how said estimate was determined.

v. The method of ensuring that funds will be available for decommissioning and restoration.

vi. The method by which the decommissioning cost will be kept current.
vii. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
viii. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

b. **Decommissioning Fund**. The applicant, or successors, shall continuously maintain a fund, bond, or security payable to the City, in a form approved by the City, for the removal of the battery energy storage system, in an amount to be determined by the City, for the period of the life of the facility. All costs of the financial security shall be borne by the applicant.

9. **Permit submittal requirements**. In addition to the documents required by this UDO for any building, electrical, and Improvement Location Permits, the following shall be submitted:
   a. An electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
   b. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of a building permit.
   c. **Decommissioning Plan and Fund documents.**
   d. **Fire Safety Compliance Plan.** The plan shall show compliance with the local and state fire safety requirements.
   e. **Operation and Maintenance Manual.** Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information.
   f. **Emergency Operations Plan**. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
      i. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
      ii. Procedures for inspection and testing of associated alarms, interlocks, and controls.
      iii. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
      iv. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
      v. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
      vi. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel

qualified to safely remove damaged battery energy storage system equipment from the facility.

vii. Other procedures as determined necessary by the [Village/Town/City] to provide for the safety of occupants, neighboring properties, and emergency responders.

viii. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

10. **Permit time frame and abandonment**. The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than one year. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the City may, at its discretion, utilize the available bond and/or security for the removal of a Tier II battery energy storage system and restoration of the site in accordance with the decommissioning plan.

11. **Ownership Changes**. If the owner of the battery energy storage system changes or the owner of the property changes, the Special Exception approval shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the Special Exception, ILP and building permit approval(s), and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the Director in writing of such change in ownership or operator within 60 days of the ownership change. The Special Exception and all other local approvals for the battery energy storage system shall be considered void if a new owner or operator fails to provide written notification to the Director in the required time frame. Reinstatement of a void Special Exception will be subject to the same review and approval processes for new applications under this section.

H. **Use Standards for All Other Civic Uses**

A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

Article 5.4. Commercial Uses

Contents:

Sec. 5.4.1 Child Care
Sec. 5.4.2 Indoor Entertainment
Sec. 5.4.3 Medical
Sec. 5.4.4 Office
Sec. 5.4.5 Outdoor Recreation
Sec. 5.4.6. Overnight Lodging
Sec. 5.4.7 Personal Service
Sec. 5.4.8. Restaurant/Bar
Sec. 5.4.9. Retail Sales
Sec. 5.4.10 Vehicle Sales/Rental

Sec. 5.4.1. Child Care

A. **Child Care Use Category**

1. **Child Care Center**
2. **Child Care Home**
3. **Child Care Institution**
4. **Child Care Ministry**

B. **Child Care Center**

1. **Use Standard.** Regarding IC 12-17.2, a nonresidential structure where at least one (1) child receives child care from a provider:
   a. While unattended by a parent, legal guardian, or custodian;
   b. For regular compensation; and
   c. For more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.

C. **Child Care Home**

1. Use Standard. Regarding IC 12-17.2, a residential structure in which at least six (6) children (not including the children for whom the provider is a parent, stepparent, guardian, custodian, or other relative) at any time receive child care from a provider:
   a. while unattended by a parent, legal guardian, or custodian;
   b. for regular compensation; and
   c. for more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.
   d. This definition includes Class I Child Care Homes that serve any combination of full-time and part-time children under the age of seven (7) but not to exceed 12 children at any one time; and Class II Child Care Homes that serve more than 12 children but not more than any combination of 16 full-time and part-time children under the age of seven (7) at any one time.

D. **Child Care Institution**

1. A residential facility that provides child care on a 24-hour basis for more than 10 children; or
2. A residential facility with a capacity of not more than 10 children that does not meet the residential structure requirements of a group home; or
3. All the following:
   a. Operates under a license issued under IC 12-17.4;
   b. Provides for delivery of mental health services that are appropriate to the needs of the individual; and
   c. Complies with the rules adopted under IC 4-22-2 by the Division of Family and Children.
4. A child care institution does not include a juvenile detention facility.

E. **Child Care Ministry**

1. Pursuant to IC 12-17.2, a child care operated by a church or religious ministry that is a religious organization exempt from federal income taxation under Section 501 of the Internal Revenue Code. It's a use accessory to a primary Place of Worship use.

Sec. 5.4.2. Indoor Entertainment and Recreation

A. **Indoor Entertainment and Recreation Use Category.**

Commercial uses, varying in size, providing daily or regularly scheduled entertainment-oriented activities in an indoor setting. Indoor entertainment includes the following uses.

1. Adult establishment.
2. Amusement center, game arcade, children's amusement center.
3. Billiard hall, pool hall.
4. Bingo hall.
5. Bowling alley.

6. Convention center, arena.
7. Dance, martial arts, music studio or classroom.
8. Event venue
9. Health club.
10. Performance venue
11. Shooting range.
12. Sports academy.
13. Miniature golf facility.
14. Motor track.
15. Movie theater or other indoor theater.
16. Skating rink.

B. **Adult Entertainment Establishment.**

1. **Defined.**

a. **Adult Bookstore**: An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.

b. **Adult Business**: Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. Such businesses shall include but not be limited to:

i. Adult bookstore;
ii. Adult mini-motion picture theater;
iii. Adult motel;
iv. Adult motion picture arcade;
v. Adult motion picture theater;
vi. Cabaret;
vii. Massage parlor; and
viii. Model studio.

c. **Adult Entertainment**: An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

2. **Location.** Adult Entertainment businesses are only allowed in the I1 Zoning District.

3. **Prohibitions.** The establishment, enlargement, reconstruction, resumption, or structural alteration of any adult business shall be prohibited if such business is within:

a. 1,320 feet of any place of worship, public or private elementary or secondary school, private or public preschool or day care center, or public park.

b. 1,320 feet of any residential zoning district or mobile home park zoning district.

4. **Proximity.** The distance between an adult business and any place of worship, school, park, day care center, residential zoning district, or mobile home park zoning district shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the adult business to the nearest property line of the church, day care center, school, park, residential zoning district. If any adult business is part of or included within an integrated center, the portion of such center or leased space occupied by such adult business shall be included in determining the closest exterior

structural wall of such establishment.

5. **Exterior Display.** No adult business shall be conducted in any manner that permits the observation of any material depicting, describing, or relating to specified sexual activities or specified anatomical areas by display, decorations, sign, show window or other opening from any public way.

Sec. 5.4.3. Medical

A. **Medical Use Category**

A facility providing medical or surgical care to patients. Some facilities may offer overnight care. Medical uses include, but are not limited to, the following uses as examples:

1. Ambulatory surgical center.
2. Blood plasma donation center, medical or dental laboratory.
3. Hospital, urgent care, emergency medical office.
4. Medical, dental office or chiropractor, osteopath, physician, medical practitioner.
5. Medical clinic.

B. **Use Standard**

1. Medical in the EN Zoning District is limited to medical dental office or chiropractor, osteopath, physician, medical practitioner. Hospitals, surgery centers, clinics, and the like are not allowed in the EN and MA Districts.

C. **Clinics**

1. **Defined.** An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.
2. **Use Standard.** Clinics are not a medical office, and are held to higher parking standards and not allowed in all the same zones as medical office use.

Sec. 5.4.4. Office

A. **Office Use Category**

Activities conducted in an office setting and generally focusing on business, professional or financial services. Office uses include, but are not limited to, the following uses as examples:

1. Business services including, but not limited to, advertising, business management consulting, data processing or collection agency.
2. Professional services including, but not limited to, lawyer, accountant, bookkeeper, engineer, architect, sales office or travel agency.
3. Financial services including but not limited to, lender, investment or brokerage house, bank, call center, bail bonds, insurance adjuster, real estate or insurance agent or mortgage agent.
4. Charitable institution (not providing housing or shelter).
5. Counseling in an office setting.
6. City, county, state, federal government office.
7. Radio, TV or recording studio, utility office.
8. ~~Trade, vocational, or business school.~~

Sec. 5.4.5. Outdoor Recreation

A. **Outdoor Recreation Use Category**

Uses, varying in size, providing daily or regularly scheduled recreation-oriented activities. Activities take

place predominately outdoors or within outdoor structures. Outdoor recreation uses include, but are not limited to, the following uses as examples:

1. Camp, campground, travel trailer park, recreational vehicle park.
2. Drive-in theater.
3. Golf course, Commercial.
4. Extreme sports facility such as paintball, BMX or skateboarding.
5. Outdoor sports-related commercial activity such as batting cage, golf driving range, amusement park, miniature golf facility, water park.
6. Outdoor theater.
7. Outdoor sports or entertainment facility.
8. Riding stable.
9. Racetrack.
10. Shooting range.
11. Sports academy for active recreational or competitive sports.
12. Stadium, arena.

Sec. 5.4.6. Overnight Lodging

A. **Overnight Lodging Use Category**

Accommodations arranged for short term stays. Overnight lodging includes the following uses:

1. Bed and breakfast
2. Hotel, motel.

B. **Bed and Breakfast**

1. **Defined.** An operator-occupied historic residence or expanded historic residence that:
   a. Provides sleeping accommodations to the public for a fee;
   b. Has no more than 14 guest rooms;
   c. Provides breakfast to its guests as part of the fees; and,
   d. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
   e. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.
2. **Use Standards.** A bed and breakfast shall be permitted in the ER, R1, R2, C1, OS, and AG Districts if the use complies with all requirements of these standards. The following general standards are applicable to any person, group, firm, business or organization engaging in the use of any property for a bed and breakfast:
   a. The uses and operations shall be conducted within enclosed buildings. All on-site vehicular circulation and traffic patterns shall be approved by the Commission.
   b. No show windows or other exterior display, displaying, promoting or advertising services retained, offered, promoted or advertised by the use occupying the premises shall be permitted.
   c. No person, group, firm, business or organization shall engage in the use of any property for a bed and breakfast without first:
      i. Obtaining the necessary permits and approvals, as required in the underlying zoning district;
      ii. Complying with all required conditions and standards of development and operation;
      iii. Complying with all standards adopted by the Indiana State Board of Health, and/or the Hamilton County Health Department, for food preparation and handling and sanitation in bed

and breakfast establishments;

iv. Complying with all fire safety standards as established by the Fire Prevention and Building Safety Commission for bed and breakfast establishments; and

v. Obtaining the necessary tourist facility licensing by the appropriate agency.

d. It is the express intent of this Section to limit permitted uses in a bed and breakfast inn to provide sleeping accommodations to the public for a fee, and to providing breakfast to guests as part of that fee. Therefore, no accessory use subordinate to a bed and breakfast inn is permitted. By way of illustration, and not by way of limitation, bed and breakfast inns may not:

i. Operate beauty and barber shops;

ii. Provide recreation facilities to serve the public, guests and employees;

iii. Provide facilities for conferences and meetings to anyone other than registered guests;

iv. Operate a commercial restaurant business;

v. Operate a clothes and cleaning pick-up business; or

vi. Obtain an Alcoholic Beverage Permit.

e. It is the intent of this Section to limit each lot area to one (1) historic residence or one (1) expanded historic residence. Historic residences and/or expanded historic residences cannot be combined or attached by way of architectural addition or otherwise.

i. The location of a bed and breakfast in a residential zoning district is not intended nor should it be construed as changing the character of the residential zoning district. Such location in a residential zoning district may not serve as the basis for the granting of a variance or rezone for commercial or industrial development in the residential zoning district.

ii. Hours of operation shall not interfere with the use and enjoyment of adjacent residential properties.

f. Bed and breakfast inns shall have a minimum lot area of two (2) acres. nonresidential zoning districts shall meet the lot area requirements of the underlying zoning district.

g. Bed and breakfast inns shall provide one (1) parking space per guest room, plus one (1) parking space for each employee.

h. All front, side, and rear setbacks shall comply with the underlying zoning district requirements.

C. **Extended Stay Motel/Hotel/Inn**

1. **Defined.** A facility that contains one (1) or more rooms for overnight guests containing registration facilities, on-site management, cleaning services and combined utilities.

2. **Use Standards.** In the I1 Zoning District, any extended stay motel, hotel or inn shall be within 3,000 feet of the centerline of the I-69 interchange at its intersection with the centerline of 96th Street.

D. **Short-term Rentals**

1. **Defined.** ~~Short-term rental means the rental of any of the following property types for less than 30- day periods:~~

a. **Short-Term Rental**. In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.

b. **Short-Term Rental, Owner-Occupied**. In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.

c. **Short-Term Rental, Not Owner-Occupied.** Is a short-term rental property that is not property owner's primary residence.

~~a. A single-family home;~~

~~b. A dwelling unit in a single-family home~~

~~c. A detached accessory structure, including a guest house or other living quarters that are intended for human habitation,~~

~~d. A dwelling unit in a two-family or multifamily dwelling; or~~

~~e. A dwelling unit in a condominium, cooperative, or time share;~~

2. **Use Standard.**
   a. A short-term rental of an owner occupied short-term rental property is a permitted residential use without a permit.
   b. For short-term rental properties that are not owner occupied, a Special Exception is required in accordance with *Sec. 10.2.19. Special Exception*.
   c. Short-term rentals shall be operated in accordance with Indiana State Law, and shall be enforced in the same manner that is consistent with similar properties that are not short-term rentals.
   d. If three (3) or more citations from the City are issued to an owner for a permitted property within a calendar year, the City may revoke the permit for that permitted property for a period of not more than one (1) year after the date the permit is revoked. The City shall provide notice and hold a hearing for revocation in accordance with *Article 10.1. Procedures*.
   e. An owner may apply for a permit for a short-term rental for which a previous permit of the owner was revoked. However, a new permit may not be issued until any outstanding fines are paid.

Effective on: 7/20/2018

Sec. 5.4.7. Personal Service

A. **Personal Service Use Category**

Facilities involved in providing personal or repair services to the public. Personal service uses include, but are not limited to, the following uses as examples:

~~1. Animal care.~~

1. Beauty/hair salon.
2. Catering establishment.
3. Cleaning establishment, dry-cleaning or laundry drop-off facility, laundromat.
4. Copy center.
5. Funeral home, funeral parlor, mortuary, undertaking establishment, crematorium, pet crematorium.
6. Locksmith.
7. Massage therapy or day spas.
8. Nail salons.
9. Optometrist.
10. Palmist, psychic, medium, fortune telling.
11. Repair of appliance, bicycle, canvas product, clock, computer, jewelry, musical instrument, office equipment, radio, shoe, television or watch.
12. Tailor, milliner, upholsterer.
13. Wedding chapel.

~~B. **Animal Care (Indoor)**~~

~~1. **Defined.** Any building or land used, designed or arranged for the care of animals with limited outdoor activity. Uses include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.~~

~~2. **Use Standards.**~~

a. ~~No overnight outdoor activity associated with care of animals is allowed.~~

b. ~~Outdoor activity, including but not limited to, walking and bathing of animals, is permitted during the day, if no more than six (6) animals are engaged in outdoor activity at a time.~~

3. ~~**Animal Care (Outdoor)**~~

4. ~~**Defined. Any building or land used, designed or arranged for the care of animals that includes overnight outdoor activity. Uses Include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.**~~

5. ~~**Use Standards.**~~

a. ~~All exterior exercise areas and runs must be fenced for the safe confinement of animals.~~

b. ~~A buffer yard must be established along any exterior areas used to exercise, walk, or keep animals that abut a residential use.~~

c. ~~No part of any building, structure or run in which animals are housed shall be closer than 150 feet from any property line, except property owned or occupied by an owner or operator; provided, that the minimum distance referred to above shall not apply if all portions of the facility in which animals are enclosed is located wholly within a building.~~

C. **Use Standards for All ~~Other~~ Personal Service Uses**

1. ~~**Use Standards.**~~

1. A personal service use in an EN Zoning District is subject to the following:

a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

b. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

Sec. 5.4.8. Restaurant/Bar

A. **Restaurant/Bar Use Category**

A facility that prepares and sells food and drink for on- or off-premise consumption. Restaurant uses include, but are not limited to, the following uses as examples:

1. Bar, nightclub, tavern, lounge.
2. Eating establishment.
3. Fast food/quick service.

B. **Bar, Nightclub, Tavern, Lounge**

1. **Defined.** A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business's total annual sales.

C. **Eating Establishment**

1. **Defined.** A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.

2. **Use Standards.**

a. An eating establishment in an EN Zoning District is subject to the following:

i. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

ii. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

iii. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

iv. Drive-thru or drive-in facilities are not allowed.

v. Must be located at least 150 feet from an abutting residential zoning district (measured in straight line from the nearest point of the building containing the eating establishment to the boundary line of the abutting residential district).

D. **Fast Food/Quick Service**

1. **Defined.** Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed.

2. **Use Standard.**

a. A take-out restaurant under 2,000 square feet gross floor area which sells prepared food shall be entitled to two (2) serving tables or a maximum of eight (8) seating without reclassification as a restaurant for zoning purposes. These tables may be located indoors or on an outdoor patio. When three (3) or more tables are provided, the use shall be deemed a restaurant.

b. Drive-up windows, exterior menu boards, and speakers, associated with a restaurant or coffee house, shall be located no closer than 400 feet to any building that is zoned or used for residential purposes.

c. Drive-up windows, exterior menu boards, and speakers, associated with a commercial service, that is not a restaurant or coffee house, shall be located no closer than 200 feet to any building that is zoned or used for residential purposes.

Sec. 5.4.9. Retail Sales

A. **Retail Sales Use Category**

Facilities involved in the sale, lease, or rental of new or used products. Retail sale uses include, but are not limited to, the following uses as examples:

1. Antiques, appliances, art supplies, baked goods, bicycles, books, building supplies, cameras, carpet and floor coverings, crafts, clothing, computers, convenience goods, dry goods, electronic equipment, fabric, flowers, fuel (including gasoline and diesel fuel), furniture, garden supplies, gifts or novelties, groceries, hardware, home improvement, household products, jewelry, medical supplies, music, musical instruments, office supplies, package good stores (alcohol), package shipping, pets, pet supplies, pharmaceuticals, photo finishing, picture frames, plants, printed materials, produce, seafood, souvenirs, sporting goods, stationery, tobacco, used or secondhand goods, vehicle parts and accessories, videos and related products.

2. Art gallery.

3. Brewery, low intensity.

4. Check cashing, payday loan.

B. **Brewery, Low Intensity**

1. **Defined.** Brewery, low-intensity: An establishment in which the brewing of beer is the ancillary use commonly associated with tap-rooms, tasting-rooms, and/or dining areas which allow on-site consumption. Limitations for manufacturing and distribution of beer are defined by Indiana Law, which may change from time to time. Example business include: brewpub, microbrewery, and nanobrewery.

C. **Electric Vehicle Charging**

1. **Defined.**

a. **EV Charging Station (EVCS).** A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:

i. Level 1 is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.

ii. Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.

iii. Level 3 and higher or DCFC (Direct Current Fast Charging) is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

b. **EV Charging Facility (EVCF).** A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. EV Charging Facility may have a combination of different levels of charging. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline.

2. **Applicability.** Any new development or redevelopment shall provide the minimum required accessory EV Charging Stations pursuant to Section 6.11.11 of the parking development standards.

3. **Permitting.**

a. The following uses are exempt from applying for a permit for EVCS installation: residential dwelling units that use Level 1 charging or plug Level 2 EVSE equipment into an existing electric outlet inside or outside of the garage. All other developments and redevelopments shall apply for an applicable permit.

b. All electric upgrades necessary for installing EVCS on site shall be permitted per applicable building and electric code standards.

4. **EVCS Use standards:**

a. The accessory EVCS shall be located on the same lot as the primary use.

b. **Location.** The EVSE accessory equipment may be located in any yard.

c. **Setbacks.** Any EVCS equipment and accessory equipment shall meet the minimum setbacks of the underlying zoning district.

d. **Encroachment.** The chargers, accessory equipment, and protective barriers (e.g., bollards) cannot be located more than 2 feet into required landscape area.

e. **Signage.** EVCS shall be signed in a clear and conspicuous manner, such as special pavement marking or signage, indicating exclusive availability to electric vehicles.

i. **Exemption.** A parking space or garage devoted for the use of a specific dwelling unit and located on the same lot as the dwelling unit is exempt from this requirement.

f. **Screening.**

i. The EVSE accessory equipment must be screened in the same manner as mechanical and utility equipment per Section 6.2.6.

ii. Where the screening wall/fence span is longer than 40 feet, then in addition to the screening requirements per Sec. 6.2.6, 1 evergreen small tree per 10 lineal feet of the screening wall shall be provided.

iii. **Exemption.** These screening standards are not applicable when EVCS is installed inside of a parking garage.

g. **EV Parking Space Design Standards.** These standards are outlined in Section 6.11.11 of the parking development standards.

h. **Electric Utility Sign-Off.** For EVCS spaces that use Level 3 (DCFC) charging, a sign-off letter from an electric utility is required to be submitted with the permit application to show that the utility can provide necessary electric power to the chargers.

5. **EVCF Use standards.** In addition to the standards for each individual EV charging station stated in this section under Sec 5.4.9.C.4, the following shall apply to the EV charging facility:

a. The circulation of vehicle movement on site shall be designed in a safe way to accommodate vehicle movement without having to go through an EVCS space/bay as well as provide for a safe way for vehicles to move in and out of the EVCS space/bay.

b. Each entrance to, and exit from, an EVCS space/bay shall be clearly marked to show the direction of traffic flow by signs and/or pavement markings or raised curbs.

c. The width of each charging bay shall be at least 12 feet.

d. The length of each charging bay shall be enough to accommodate parking of a vehicle of appropriate size (e.g., semi-truck, bus, etc.).

e. Landscaping requirements:

i. The landscape requirements pursuant to Article 6.7 apply to EVCF.

ii. The parking lot landscaping standards shall apply as required per Section 6.11.4 except for the following:

a) The interior, terminal, and median landscape islands for the regular-sized EVCS parking spaces shall be provided pursuant to Sec 6.11.4.

b) The interior, terminal, and median landscape islands for the oversized EVCS bays do not need to follow the requirements listed in Sec 6.11.4 as they relate to the required number, arrangement, and spacing of the said islands. However, landscape islands shall be provided throughout the site to help achieve the required Tree Canopy requirement.

D. **Grocery**

1. **Defined.** A self-serve retail market selling foods and household merchandise.

E. **Special Handling**

1. **Defined.** Retail businesses that sell products that require special handling due to risks to public safety. Example businesses include: fireworks sales, gun sales, and hunting stores.

F. **Vehicle Fuel Sales**

1. **Defined.** Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs.

2. **Use Standard.**

a. Vehicle fuel sales shall have no more than eight (8), double-sided, vehicle fueling dispensers.

b. Vehicle fuel sales shall be screened in accordance with the parking lot landscaping standards cited in *Article 6.7. Landscaping Standards*.

c. Vehicle fuel sales shall be associated with a convenience store with a maximum building footprint of 4,000 square feet.

d. Vehicles being serviced shall not be stored outside overnight.

e. Kiosks of any kind are prohibited.

f. Canopies shall be no taller than 14 feet and shall be architecturally compatible with the primary structure.

g. Illuminance under the canopy shall be no more than 300 luces.

G. **Use Standards**

1. A retail sales use in an EN Zoning District is subject to the following:

a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

b. The floor area of the retail use cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

d. Drive-thru or drive-in facilities are not permitted.

e. Vehicle fuel sales, check cashing and payday loan facilities are not permitted.

(Ord. 111620B, 12/21/2020)

Effective on: 12/21/2020

Sec. 5.4.10. Vehicle Sales/Rental

A. **Vehicle Sales Use Category**

Direct sales, rental or leasing of passenger vehicles, light and medium trucks, and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle sale uses include, but are not limited to, the following uses as examples:

1. Boats and other recreational vehicle sales.
2. Vehicle sales, rental or leasing.

B. **Use Standards**

1. All vehicular display area with frontage on any portion of a street right-of-way (not including an alley) must be screened along the street edge by a 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.
2. Vehicle displays shall not be artificially elevated above the general topography of the site.
3. In a C3 Zoning District, the sales and leasing of motor vehicles for display shall be conducted within a fully enclosed building. The outdoor display and storage of vehicles for sale or rental is not permitted.

Article 5.5. Industrial Uses

Contents:

Sec. 5.5.1 Light Industrial
Sec. 5.5.2 Light Manufacturing
Sec. 5.5.3 Research & Development
Sec. 5.5.4. Self-Service Storage
Sec. 5.5.5. Vehicle Service
Sec. 5.5.6 Warehouse & Distribution
Sec. 5.5.7 Wholesale Trade

Sec. 5.5.1. Light Industrial

A. **Light Industrial Use Category**

Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Light industrial uses include, but are not limited to, the following uses as examples:

1. Bottling.
2. Brewery, winery.
3. Contractors storage including janitorial and building maintenance service, exterminator, or other maintenance yard or facility, building, heating, plumbing, landscaping or electrical contractor and others who perform services off-site, but store equipment and materials or perform fabrication or similar work on-site.
4. Food and beverage products except animal slaughter, stockyards.
5. Lawn, tree or garden service.
6. Laundry, dry-cleaning, and carpet cleaning plants.
7. Leather and leather products except tanning and finishing.
8. Manufactured or modular housing sales.
9. Outdoor storage yard for vehicles.
10. Sheet metal, welding, machine, tool repair shop or studio.
11. Stone, clay, glass, and concrete products.
12. Trailer leasing, auction vehicle, broker vehicle.
13. Woodworking, including cabinet makers and furniture manufacturing.

B. **Use Standards**

1. **Sales Office and Showrooms.** Sales offices and showrooms for permitted uses shall comply with the following:
   a. Sales offices and showrooms shall be in the primary structure;
   b. Used for the sale or display of products manufactured and/or warehoused on site; and
   c. Clearly incidental, accessory and subordinate to the operation of the primary use of the lot.
2. **Limited Use.** In the EN Zoning District, any light manufacturing shall comply with the following:
   a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
   b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).

c. Any materials shipped from facilities in the District must be manufactured within the District.
d. The use is not within 1,000 feet of a residential zone.
e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.2. Light Manufacturing

A. **Light Manufacturing Use Category**

A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses include, but are not limited to, the following uses as examples:

1. Clothing, textile apparel manufacturing.
2. Facilities engaged in the assembly, design, repair or testing of: analyzing or scientific measuring instruments; semiconductor and related solid-state devices, including but not limited to clocks, integrated microcircuits; jewelry, medical, musical instruments, photographic or optical instruments; and timing instruments.
3. Office showroom/warehouse.
4. Printing, publishing, and lithography.
5. Medical equipment
6. Production of artwork and toys, graphic design sign-making, movie production facility, photo- finishing laboratory.
7. Repair of scientific or professional instruments and electric motors.

B. **Use Standards**

1. Limited Use. In the EN Zoning District, any light manufacturing shall comply with the following:
   a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
   b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).
   c. Any products shipped from facilities in the District must be manufactured within the District.
   d. The use is not within 1,000 feet of a residential zone.
   e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.3. Research & Development

A. **Research & Development Use Category**

A facility focused primarily on the research and development of new products. Research and development uses include, but are not limited to, the following uses as examples:

1. Laboratories, offices and other facilities used for research and development by or for any individual, organization or concern, whether public or private.
2. Prototype production facilities that manufacture a limited amount of a product to fully investigate the merits of such a product.
3. Pilot plants used to test manufacturing processes planned for use in production elsewhere.

Sec. 5.5.4. Self-Service Storage

A. **Self-Service Storage Use Category**

Facilities providing separate storage areas for personal or business use designed to allow private access by the

tenant for storing or removing personal property. Self-service storage uses include, but are not limited to, the following uses as examples:

1. Warehouse, self-service.
2. Fully enclosed indoor multi-story storage.
3. Mini-warehouse.

B. **Use Standard**

A self-storage facility in the I1 Zoning District is subject to the following:

1. The minimum size of the site is at least two (2) acres.
2. All storage shall be contained within a fully-enclosed building. However, the storage of boats, RV's or other similar vehicles may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*.
3. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
4. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.
5. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Effective on: 7/20/2018

Sec. 5.5.5. Vehicle Service

A. **Vehicle Service Use Category**

Repair and service to passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle service uses include, but are not limited to, the following uses as examples:

1. Vehicle repair (minor)
2. Vehicle repair (major).
3. Vehicle repair (commercial vehicle).
4. Car wash.

B. **Car Wash**

1. **Defined.** Facility with mechanical or hand-operated equipment used for cleaning, washing, polishing, or waxing of motor vehicles.
2. **Use Standards.**
   a. Car wash facilities located within 200 feet of a Residential District (determined by a straight line from the property line to the District boundary line) shall meet the following requirements:
      i. All washing, waxing, machine drying and related activities and operations shall be conducted entirely within an enclosed building (except for vehicular openings a maximum of 12 feet in width) except for vacuuming, hand washing, hand drying and hand waxing of vehicles, the sale of items from vending machines and refuse storage and disposal.
      ii. No vehicular openings providing access to the enclosed building shall face a residential zoning district. For purposes of this section, the building wall providing access shall be at an angle greater than 60 degrees from a residential zoning district line.

iii. All vacuuming and compression machines located outside of the enclosed building shall be of a design that does not exceed a noise level reading of 45 dB(A), as measured from the property line, between the hour of 6 AM to 7 AM and 55 dB(A) at all other lawful hours of operation.

iv. Operation of the establishment shall be prohibited prior to 6 AM and after 11 PM on all days of the week. The hours of operation shall be required to be posted on site at a conspicuous location and all the establishment's car wash equipment shall be rendered inoperable always other than during its hours of operation.

b. Accessory car wash facilities shall be prohibited unless one (1) or more of the following exist:

i. Operation of the facility is after 6:00 AM and before 11:00 PM on all days of the week.

ii. The car wash is equipped only with fully automatic wash equipment so the driver remains in their car during the entire wash process, and all other outdoor on-site customer activities such as vacuuming is prohibited.

C. **Vehicle Repair (Minor)**

1. **Defined.** A facility where minor vehicle repair and service is conducted. Includes audio and alarm installation, custom accessories, quick lubrication facilities, minor scratch and dent repair, bed-liner installation and glass repair or replacement.

2. **Use Standards.**

a. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

b. The outdoor overnight storage of vehicles may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.

c. There shall be no dismantling of vehicles for salvage.

d. The storage of impounded vehicles is not permitted.

e. No outside speaker system is permitted.

f. In the C2 Zoning District, a maximum of two (2) service bay doors no more than 24 feet in width each are permitted on two (2) sides of the building.

g. Service doors shall be closed except for entry and exit of automobiles.

D. **Vehicle Repair (Major)**

1. **Defined.** A facility where general vehicle repair and service is conducted, including transmission, brake, muffler and tire shops, along with body and paint shops. Major vehicle repair may include minor vehicle repair as an accessory use.

2. **Use Standards.**

a. A 10-foot wide buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

b. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

c. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.

d. There shall be no dismantling of vehicles for salvage.

e. The storage of impounded vehicles is not permitted.

f. No outside speaker system is permitted.

E. **Vehicle Repair (Commercial Vehicle)**

1. **Defined.** Repair, service, washing, or accessory installation for commercial vehicles, including box trucks, 18-wheelers and construction or other heavy equipment.
2. **Use Standards.**
   a. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.
   b. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.
   c. There shall be no dismantling of vehicles for salvage.
   d. The storage of impounded vehicles is not permitted.
   e. No outside speaker system is permitted.

Effective on: 7/20/2018

Sec. 5.5.6. Warehouse & Distribution

A. **Warehouse & Distribution Use Category**

Facilities involved in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers. Warehouse and distribution uses include, but are not limited to, the following uses as examples:

1. Bulk storage, including nonflammable liquids, cold storage plants, including frozen food lockers, household moving and general freight storage, separate warehouse used by retail store such as furniture or appliance store.
2. Bus barn.
3. Commercial packing for fruits and vegetables.
4. Distribution facility, central postal facility.
5. Freight, service facility.
6. Parcel services.
7. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
8. Trailer storage, drop off lot.
9. Warehouse.

B. **Use Standards**

1. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
2. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Sec. 5.5.7. Wholesale Trade

A. **Wholesale Trade Use Category**

Facilities involved in the sale, lease, or rent of products to industrial, institutional or commercial businesses only. The use emphasizes on-site sales or order-taking and often includes display areas. Businesses may or may not be open to the public, but sales to the public are not permitted. Products may be picked up on-site or delivered to the customer. Wholesale trade uses include, but are not limited to, the following uses as examples:

1. Mail-order house.
2. Sale or rental of machinery, equipment, heavy equipment, building
3. Materials, special trade tools, welding supplies, machine parts, electrical supplies, plumbing supplies, janitorial supplies, restaurant equipment and store fixtures.
4. Wholesale sales of food, clothing, auto parts, building hardware and similar products.

Article 5.6. ~~Open Uses~~ Agricultural and Animal Uses

Contents:

Sec. 5.6.1 Agriculture

Sec. 5.6.2 Animal Uses

Sec. 5.6.1. Agriculture

A. **Agriculture Use Category**

The raising and harvesting of trees, vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase. Agriculture uses include, but are not limited to, the following uses as examples:

1. Animal raising including horses, chickens, ducks, goats, sheep, cows, or other animals as determined by the Director.
2. Community garden.
3. Crop production, soil preparation, agricultural services, large animal and veterinary services, farm labor and management services, research farm.
4. Floriculture, horticulture, pasturage, row and field crops, viticulture, tree or sod farm, sylvicultural, sale of agriculture products.
5. Grain, fruit, field crop and vegetable cultivation and storage.
6. Livestock, horse, dairy, poultry and egg products.
7. Plant nursery.
8. Urban farm.

B. **Community Garden**

1. **Defined.** Areas of land managed and maintained by a group of individuals to grow and harvest food crops and non-food ornamental crops, for personal or group use, consumption, or donation. They may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by the group.
2. **Use Standards.**
   a. A community garden shall be primarily used for growing and harvesting food crops and ornamental crops, for consumption or donation or for sale off-site.
   b. On-site sales are not permitted in the Residential Districts. On-site sales may be permitted in the Mixed-Use Districts.
   c. Detached accessory structures such as storage or utility buildings, gazebos, trellises, or accessory greenhouse structures are permitted, subject to compliance with the requirements of the *Article 6.2. Accessory Structure Standards*.

d. If security fencing is installed, such fencing shall be of an open design.

e. If lighting is installed, only motion-detecting fixtures shall be permitted. All-night lighting is prohibited.

f. Community gardens shall be managed and maintained in compliance with all applicable standards of this UDO and the City Code, including but not limited to those pertaining to: nuisance abatement, stormwater, site accessibility, signage, soil erosion and sedimentation control and any required tree conservation and landscaping.

C. **Personal Garden Use**

1. **Defined.** A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, **and** trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

D. **Plant Nursery**

1. **Defined.** A facility where horticultural and agricultural products produced on the premises are sold.
2. **Use Standards.**
   a. Sales shall be limited to agricultural products produced on the premises, hand-held garden tools, bags of fertilizer, mulch, and similar items normally associated with nursery or gardening operations.
   b. Sales offices shall be limited to 100 square feet of gross floor area per acre of land area, but in no case, can the sales office exceed 1,000 square feet of gross floor area.
   c. No more than one (1) on premise sign not to exceed 12 square feet in area and 3½ feet in height.

E. **Produce Stand**

1. **Defined.** A produce stand permits the itinerant sale of agricultural produce and home-made food goods on a property without a permanent structure or improvements.
2. **Use Standards.**
   a. Sales shall be limited to agricultural produce not exceeding a maximum of 2,000 square feet per lot (not including areas devoted to driveways and off-street parking). In addition to the sales of agricultural produce, up to 25% of the produce stand area may be devoted to the sales of homemade food goods such as baked goods, jams and relishes. For produce stands not removed from the lot daily, the use shall be limited to a maximum of eight (8) months per calendar year.
   b. Produce stands locating within a Residential District shall be required to locate on the property with an institutional building or use (such as a place of worship or school), or within the common area of an apartment building.
   c. Tents, stands, signs or other related structures shall provide a minimum 10-foot setback from all property lines and public rights-of-way and shall comply *Article 6.20. Vision Clearance Standards*.
   d. One (1) off-street parking space shall be provided for every 200 square feet of area devoted to the produce stand activities, but no less than three (3) parking spaces. Areas devoted to off-street parking shall be oriented to provide for safe pedestrian and vehicular circulation and arranged so that vehicular ingress and egress to the parking areas is by forward motion of the vehicle. Produce stands shall be exempt from the parking surfaces requirements and the required landscaping regulations.
   e. Signage for all produce stand activities on the premise shall be limited to one (1) unlit sign not to exceed 12 square feet in area and 3½ feet above the ground elevation.
   f. All activities shall be discontinued by 8:00 PM when located in a Residential District.
   g. No code-required landscape planting areas shall be utilized in association with the produce stand activities and no unauthorized encroachments on public rights-of-way shall be permitted.

h. A plan that shows the location of all tents, produce stands, driveways, off-street parking, traffic circulation, signs, or other related structures shall be submitted to the City for approval, and a Temporary Use Permit shall be issued prior to any event taking place.

F. **Urban Farm**

1. **Defined.** The raising and harvesting of trees (excluding forestry), vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase when located in an urbanized (developed) area. An urban farm may be owned by an individual, group or organization and may include intensive agriculture, typical large-scale farm equipment, and animal husbandry.

Sec. 5.6.2. Animal Uses

A. **Beekeeping.**

1. **Intent.** The intent of this Section is to regulate beekeeping in accordance with State Law IC 36-1-28-1.
2. **Use Standards.** Beekeeping for personal use and not for agricultural use shall comply with the following standards:
   a. The maximum number of hives permitted per property shall be as follows:
      i. Two (2) hives for properties that are up to 6,000 square feet.
      ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.
      iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.
      iv. Eight (8) hives for properties greater than 25,000 square feet.
   b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.
   c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.
   d. Hives on the ground may not be located in the front yard.
   e. Hives must be setback a minimum of 15 feet from any property line.
   f. For any colony exhibiting overly-defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.
   g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.
   h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.
   i. If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.

B. **Keeping of Domestic Farm Animals**

1. **Purpose.** The intent of this Section is to permit the use and enjoyment of horses and farm animals at rates that are appropriate for the health, welfare, and safety of the animals, neighboring property owners, and the public. This type of agriculture use should also be conducted in a manner that protects the values and aesthetic of the community.
2. **Defined.** Any animal commonly used, raised, and maintained for, or in support of, the production of food or other products. Domestic farm animals shall not include domestic pets as defined elsewhere in this Ordinance. Examples of domestic farm animals shall include, but are not limited to cows, sheep, goats, pigs, chickens, llamas, etc. Domestic farm animals are also referred to "farm animals" in the UDO
3. **Use Standards.**
   a. Horses: The keeping of horses is permitted in the AG, ER, OS, and R1 Zoning Districts only,

provided the following requirements are met:

i. The keeping of horses requires a minimum lot area of two (2) acres for the first horse and one (1) additional acre per horse is required thereafter.

ii. Pasture area shall comply with the following:

a) All pasture areas shall be properly fenced, to prevent the escape of animals from the property.

b) Pasture areas may be in the front yard provided the fence height does not exceed five (5) feet.

c) No horse shall be allowed to run at large except within a fenced pasture area.

b. Domestic Farm Animals**:**

i. The keeping of farm animals such as chickens, ducks, goats, sheep, cows, or other animals as determined by the Director, may be permitted on a property of at least five (5) acres in the AG, ER and OS Zoning Districts. Properties in the ER Zoning District are permitted farm animals at a rate of three-fourths (0.75) farm animal unit (FAU) per acre. Properties in the AG and OS Zoning District are permitted farm animals at a rate of one (1) FAU per acre. Following any per acre calculation for a property any fractional FAU maximum shall be rounded down for fractional units ending in .49 or less and rounded up for fractional units ending in .5 or higher.

ii. Farm animals shall be divided into two (2) categories, large farm animals and small farm animals. Each large farm animal shall be equivalent to one (1) FAU. Three (3) small farm animal shall be equivalent to one (1) FAU. Farm animals who are or have not reached mature adulthood shall not count against the farm animal quantity regulations of this section.

iii. Structures, kennels, stalls, coops, pens, and other elements that house farm animals and the immediate surrounding property controlling the movement of those farm animals shall be considered confinement areas and limited in size. Confinement areas shall be limited to 10% coverage of the total lot area of the property. Confinement areas shall not be in an established front yard. Grazing areas or pastures for controlling the movement of large grazing type farm animals and horses shall not be regulated by these requirements. Fence requirements shall be the same as required by in *Article 6.18. Wall & Fence Standards.*

iv. Confinement areas in the AG Zoning District shall be a minimum of 200 feet from the property line, confinement areas in the ER Zoning District shall be a minimum of 100 feet from the property line, unless the subject property is located adjacent to a similar land use, in which case the minimum setback requirements for the zoning district apply. In a case where a lot was in existence at the time of adoption of this UDO, and, when that property cannot meet such setback requirements, due to lot width, lot shape, and/or lot configurations, the Director may consider a less stringent setback. This determination may be made in exchange for additional screening measures, when it is determined that there will not be a negative effect on the neighboring residential properties. Following a decision to approve, the Director shall give notice to all adjacent properties via first class mail. Any resident may appeal the decision to the Board. Pastures containing large grazing type farm animals and horses shall not be considered confinement areas and may be located no closer than 10 feet from an adjacent residentially zoned property (this does not apply to pastures in existence at the time of adoption of this UDO). The Director may make determinations concerning the classifications of farm animal species which are not directly noted in this ODO. However, under no circumstance shall swine or poultry be considered large grazing type farm animals.

v. The Director may approve an exemption from this section to allow the keeping of chickens or other fowl animals for public or private schools as part of an educational curriculum. The number of chickens or fowl animals shall be reviewed and approved by the Director. The chickens or fowl animals must be located on school property and shall be removed if the City

determines there is a public nuisance due to this exemption.

C. **Keeping of Domestic Pets**

1. **Defined.** Animals commonly used as household pets, protection, companions, and for assistance to disabled persons. Domestic pets shall include animals that are cared for and treated in a manner acceptable for pet dogs, cats, and birds. Domestic pets shall include, but not be limited to, dogs, cats, parakeets, parrots, finches, lizards, spiders, guinea pigs, hamsters, gerbils, rats, mice, rabbits, aquarium fish, ferrets, and snakes if cared for in the manner described above.
2. **Use Standards.**
   a. The keeping of domestic pets shall not be done for profit.
   b. The keeping of domestic pets shall not be construed as a kennel.

D. **Kennel**

1. **Defined.** A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes.
2. Use standards:
   a. **Building**. The parts of a building where animals are services shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.
   b. **Outdoor areas**.
      i. No part of an outdoor animal care or run area shall be closer than 200 feet from any property line abutting a residential zoning district or use, except property owned or occupied by an owner or operator.
      ii. **Fence**. The entire perimeter of the outdoor kennel area shall be enclosed with an opaque fence that meets the following standards:
         a) Minimum depth underground: 12 inches.
         b) Minimum height: Seven (7) feet from grade.
         c) Minimum fence setback: 20 feet from any adjoining property line.
3. **Landscape Buffer.** Where a kennel operation abuts a residential zoning district or use, a minimum of one (1) evergreen shrub/tree with a mature height of at least ten (10) feet shall be planted and spaced no more than six (6) feet on center along the entire length of the shared property line.

E. **Pet Grooming**

1. **Defined.** A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.
2. Use Standards:
   a. The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

F. **Veterinary Clinic**

1. **Defined.** A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a "Kennel," and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.
2. **Use Standards:** The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

Article 5.7. Accessory Uses

Contents:

Sec. 5.7.1 General
Sec. 5.7.2. Standards for Specific Accessory Uses

Sec. 5.7.1. General

A. Accessory uses are permitted in conjunction with allowed primary uses. Allowed accessory uses include those listed in this Article and additional accessory uses that, as interpreted by the Director, meet the following:

1. Are clearly incidental to and customarily found with the primary allowed use;
2. Are subordinate to and serving the primary allowed use;
3. Are subordinate in area, extent and purpose to the primary use served;
4. Contribute to the comfort, convenience or needs of occupants, business or industry on the lot that the primary use is served; and
5. Are located on the same lot as the primary building or use served.

B. No accessory use may be established on a lot prior to the establishment of a permitted primary use.

Sec. 5.7.2. Standards for Specific Accessory Uses

~~A. **Beekeeping.**~~

~~1. **Intent.** The intent of this Section is to regulate beekeeping in accordance with State Law.~~

~~2. **Use Standards.** Beekeeping for personal use and not for agricultural use shall comply with the following standards:~~

~~a. The maximum number of hives permitted per property shall be as follows:~~

~~i. Two (2) hives for properties that are up to 6,000 square feet.~~

~~ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.~~

~~iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.~~

~~iv. Eight (8) hives for properties greater than 25,000 square feet.~~

~~b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.~~

~~c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.~~

~~d. Hives on the ground may not be located in the front yard.~~

~~e. Hives must be setback a minimum of 15 feet from any property line.~~

~~f. For any colony exhibiting overly-defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.~~

~~g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.~~

~~h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.~~

i. ~~If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.~~

B. **Caretaker's Residence**

A single dwelling unit as a residence for a caretaker or watchman accessory to a permitted use is permitted in all zoning districts other than residential zoning districts.

C. **Drive-Through**

Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reduce the negative impacts that it may create by reducing the noise from idling cars and voice amplification equipment, lighting, and queued traffic interfering with on-site and off-site traffic and pedestrian flow.

1. **Defined**: An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.
2. **Applicability**. The following standards apply for all uses with vehicle stacking and/or drive-through facilities.
3. **Use Standards:**
   - **a.** Drive-through facilities, including windows and other related features, should be architecturally compatible with the building architecture.
   - **b.** To protect the building from vehicle damage, the bollards shall be installed adjacent to the service window(s).
   - **c.** Drive-through lanes and accompanying equipment that produces noise shall be located at least 400 feet from any building that is zoned or used for residential purposes.
   - **d.** Sound emitted from any drive-through window, exterior menu board(s), speakers and any other sound devices used to communicate with the clients should be limited to a noise level up to 50 dB at the closest property line abutting a residential use or zoning district (existing or approved).
   - **e.** **Parking**. Drive-throughs shall follow the minimum parking design standards in section 6.11.12
   - **f.** **Signage**. Sign regulations specific to Drive-throughs are in Section 6.17.9.

D. **Home Occupation**

1. **Defined.** An occupation that provides a service or product that is conducted wholly within a residential dwelling in a residential zoning district as an accessory use that does not change the residential character of the property or neighborhood. Examples of permitted home businesses can include, but are not limited to, the following:
   - a. Art Studio.
   - b. Beauty Salon (one chair operated by a resident).
   - c. Business conducted entirely by mail and/or web-based.
   - d. Seamstress or tailor.
   - e. Home schools for 12 or less full-time or part-time children including residents of the home.
   - f. Professional office of a clergyman, lawyer, architect, accountant, counselor, or consultant.

g. Repairing, servicing or refurbishing equipment or parts, excluding motor vehicles, if the work is entirely within the dwelling and performed by members of the family living in the dwelling.

   - a. Teaching (e.g., musical instruments or dancing) for six (6) or less individuals at one time.
   - b. Childcare home in accordance with I.C. 36-7-4-1108.

2. **Use Standard.** All home occupations shall comply with the following standards:
   a. The property owner must use the residential dwelling as their primary place of residence. Only residents of the subject residential dwelling may operate, engage in, or conduct the home- based business. Nonresidents are not allowed to work at the subject residential dwelling where a home occupation is being conducted.
   b. There shall be no signs, displays, outdoor storage, or other exterior evidence of business activity. Neither the dwelling nor the lot shall be altered in appearance so that it appears other than a residence, either by color, materials, construction, lighting, sounds, vibrations, or other characteristics.
   c. A home occupation shall be conducted only within the enclosed living area of the dwelling unit or within the garage, provided no garage space required for off-street parking is used. The home-based business shall not occupy more than 25% of the combined floor area of the house and garage
      d. No business storage or warehousing of material, supplies or equipment is permitted outdoors.
      e. The home occupation shall not involve manufacturing operations.
   f. No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference, or result in a change in the fire-safety class or occupancy classification of a residential structure or which otherwise violates any law.
   g. Only one (1) vehicle used for the home occupation shall be parked or stored on the premises; provided, however, the vehicle must not be a bus, truck, van, trailer or other vehicle over 6,000 lbs., as listed on the vehicle registration form.
   h. The requirements for shipping and receiving of materials for the business does not create excessive noise or traffic.
3. **Structural Improvements.**
   a. There shall be no room additions, enlargements, structural, or exterior aesthetic alterations that change the residential character of the dwelling or property.
   b. There shall be no exterior, structural, or aesthetic alterations to the dwelling to accommodate the home business that would affect the interior of the dwelling and would render it undesirable for residential use or habitation.
   c. There shall be no additional or separate exterior entrances to the dwelling for conducting business or to accommodate the home business.
4. **Nuisances.** No home business shall cause a nuisance as defined by *Sec 5.1.6*.
5. **Appeals.** Any use claimed as a home occupation may be deemed not permitted if, in a public hearing on the matter, the Board of Zoning Appeals rules the use to be a nuisance or that it does not comply with this Section. The Director or any person reasonably affected by the home occupation may request such a hearing in accordance with *Sec. 10.2.3. Appeal of Administrative Determination*.

E. **Nonresidential Accessory Service**

1. **Defined.** A nonresidential accessory use located within a building containing a permitted nonresidential principal use in the EN Zoning District. Allowed accessory uses are limited to eating establishment, laundry or dry-cleaning pickup, flower shop, gift shop, newsstand, catalog office supply sales or other service use.
2. **Use Standard.**
   a. The accessory use must be in a building with a minimum of 30,000 square feet of gross floor area. The accessory use may locate in a smaller building provided all the buildings on the same lot contain a minimum gross floor area of 30,000 square feet.
   b. The gross floor area of all accessory uses can be no more than 10% of the building or all buildings

on the same lot, and in no case, more than 20% of the floor area gross of the building within which it is located.

c. In a multi-tenant building, one (1) tenant may use the full 10% of the building floor area for an accessory use, and such tenant is not restricted in its application to 10% of its lease area.

d. No more than 3,000 square feet is permitted for any (one) 1 accessory use in the EN and MA Districts.

e. The primary entrance to the accessory use must be internal to the main building.

f. The display of products and activity of the accessory use must not be visible from outside the building.

g. No drive-thru or drive-in facilities are allowed.

h. No accessory use can operate before 8 AM or after 6 PM, unless the routine hours of operation within more than 50% of the floor area within the building in which the facility is located is operational either before 8 AM or after 6 PM.

i. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

F. **Outdoor Dining for Eating Establishments**

1. Outdoor dining areas shall be adjacent to their tenant space.
2. Outdoor dining shall be accessed through the primary tenant space.
3. The dining area shall be enclosed by a fence or wall enclosure that is complementary to the architecture of the primary structure and shall be no less than 30 inches and no more than four (4) feet tall.
4. To maintain a six-foot (6') wide sidewalk in accordance with *Article 6.12. Pedestrian Accessibility Standards*, a wider sidewalk shall be installed to meet that development standard.

G. **Recreational Use Related to a Residential Development**

1. Recreational use is limited to the following facilities: clubhouse, docks, exercise rooms, game and craft rooms, gymnasiums, party and reception rooms, bicycle paths, pedestrian and equestrian trails, picnic areas, play courts, such as basketball, racquetball, and tennis courts, golf courses, driving ranges, play fields, playgrounds, sauna baths, swimming pools and tanning facilities.
2. These uses are allowed only as part of a residential development or subdivision, a compact development, a conservation development, a manufactured home development, or a congregate care facility. Such uses may be located outside of the boundaries of the development, if:

a. The lot is owned by the development (through its homeowners' association or other similar mechanism); and

b. The lot adjoins the development for at least 50% of its perimeter; or

c. The lot is located across a street or other right-of-way for at least 50% of its perimeter.

d. No active recreational use (*e.g*. playing field, playground, swimming pool, *etc*.) shall be located within 25 feet of any residential use property line.

e. Athletic structures other than buildings (*e.g*. basketball goals, pools, tennis courts, *etc*.) shall be no closer than 100 feet to any property line or right-of-way.

f. Lighted playing fields will be held to the standards in *Article 6.5. Exterior Lighting Standards*.

g. Park buffering may incorporate pedestrian access points where access in and out of the park would be beneficial to nearby residents.

h. Special care as it relates to any negative impacts (such as noise, traffic, etc.) shall be noted when locating specialty parks (such as dog parks and skate parks) in residential areas.

i. Neighborhood parks and pocket parks less than two (2) acres in area do not have to provide off-street parking.

j. A golf course A golf course in a residential zoning district is subject to the following:

i. Portable toilets, outhouses, and structures of the like, as well as vending machines shall not face an adjacent property and shall be screened using either wood fencing or masonry wall height on at least three (3) sides and shall incorporate landscaping around the fence or wall in a manner that increases aesthetics. Landscaping shall include at least one (1) shrub per four (4) feet of fence or wall length.

ii. The nearest edge of any fairway or green may be no closer than 150 feet to any property line, and no closer than 100 feet to any right-of-way.

iii. Tee-boxes and greens shall be oriented away from adjacent properties and external roadways.

iv. Miniature golf is not permitted in a residential zoning district.

H. **Residential Accessory Service**

1. **Defined.** A nonresidential accessory use located within an apartment or townhouse development or assisted living facility.

2. **Use Standard.**

a. Allowed accessory uses are limited to eating establishment, beauty or barber shop, laundry or dry-cleaning pickup, drug store, flower shop, gift shop or newsstand. Does not include an adult establishment.

b. The gross floor area of all accessory uses shall not exceed more than 25% of the dwelling unit.

c. In no case, shall the accessory use occupy more than 50% of the building gross floor area or 2,000 square feet, whichever is less (except that laundry facilities shall be excluded from this maximum floor area).

d. The primary entrance to the accessory use must be internal to the main building.

e. The display of products and activity of the accessory use must not be visible from outside the building.

f. No drive-thru or drive-in facilities are allowed.

g. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

(Ord. 081919D, 08/19/2019; Ord. 121619C, 12/16/2019)

Effective on: 12/16/2019

Article 5.8. Temporary Uses

Contents:

Sec. 5.8.1. General

Sec. 5.8.2. Permit Required

Sec. 5.8.1. General

A. A Temporary Use Permit is intended to allow for the short-term placement of activities, many of which would be not allowed on a permanent basis. The following regulations govern temporary uses.

B. Only one (1) temporary use may exist on any lot or lots used in combination at any given time unless otherwise specifically permitted elsewhere in this UDO.

C. Temporary uses shall not be located wholly or partially in the public right-of-way.

D. Any structure associated with a temporary use may require compliance with the Building Code.

E. A Landscaping Plan shall be submitted for any temporary use with ancillary structures (e.g. portable restroom facilities, trash receptacles, or trailers) that will be installed for more than six (6) months.

Screening shall be provided for each of the ancillary structures.

F. No public-address systems or other sound-amplifying devices shall be permitted in conjunction with a temporary use.

G. All temporary uses and associated temporary structures shall be removed and the original site restored to its original condition within the duration of the Temporary Use Permit.

H. Cumulatively, all Temporary Use Permits issued on a lot shall not exceed 120 days per calendar year, or 90 days consecutively, unless otherwise noted.

I. Every approved temporary use shall be fully contained within 12 feet of the front and/or side facade of the primary structure, or be in a parking area where:

1. The minimum required parking spaces are available on site for the combined uses, temporary and permanent, as per *Article 6.11. Parking & Loading Standards*. Temporary use parking shall require one (1) space per 250 square feet of indoor and outdoor space;
2. No handicapped parking spaces shall be obstructed or rendered unusable;
3. Vehicular or pedestrian circulation shall not be adversely affected; and
4. The temporary use shall be enclosed by a temporary structure or surrounded by a view-through fence (at least 50% opaque);

J. The maximum area dedicated to a temporary use shall be 10% of the gross main floor area of the primary structure or tenant space to which the temporary use is associated. This allotment shall not be interpreted to be the combination of two (2) or more tenant spaces.

K. All sidewalks and ramps shall be maintained as per the ADA regulations.

L. Temporary outdoor sales of anything explosive or hazardous are not permitted under any circumstances.

M. Temporary classrooms in conjunction with a public or private school, or a religious institution are permitted.

N. Any temporary signs associated with a temporary use shall require a Temporary Sign Permit and is limited to the current standards of the *Article 6.17. Signage Standards*.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Sec. 5.8.2. Permit Required

The following temporary uses are allowed subject to approval of a Temporary Use Permit issued in accordance with *Sec. 10.2.22. Temporary Use Permit*.

A. **Construction Trailer**

1. Once the Temporary Use Permit for the construction trailer has been issued, the construction trailer may be located on the site to be developed up to three (3) weeks prior to the start of site improvements and shall be removed when the last full Certificate of Occupancy has been issued for the development, or within 48 months, whichever is less.
2. All construction trailers shall be located within the development for which the construction trailer has been established.
3. Construction trailers shall successfully pass all applicable inspections (e.g. electrical, fire) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.

B. **Institutional Temporary Uses**

1. Every institutional use that wishes to have a temporary use (e.g. seasonal outdoor sales, temporary outdoor displays of merchandise, tent sales, and special sales) must receive an independent Temporary Use Permit for each such use.
2. Private or institutionally sponsored festivals are allowed on places of worship or school properties

without a Temporary Use Permit.

3. Portable Classrooms.
   Portable Classrooms requires a Temporary Use Permit. Portable Classrooms are permitted for no more than two (2) years.

C. **Sales Office or Model Home**

1. Model homes shall comply with *Article 6.3. Architectural Design Standards*.
2. In addition to a Temporary Use Permit, a building permit is required to construct the model home.
3. A Temporary Use Permit for a sales office or model home is valid from subdivision release for issuance of building permits until the last full Certificate of Occupancy is issued.
4. Sales offices and model homes shall be located on a lot in the development in which the homes are for sale.
5. Sales offices and model homes shall be located on streets that have been asphalted and curbed; and are free of mud and debris.
6. A flow tested and charged fire hydrant shall be within 500 feet of two (2) or more sales offices or model homes prior to the issuance of a Certificate of Occupancy. Evidence of flow testing from a qualified agency shall be provided.
7. Signage shall be limited to the current standards for temporary model home signs in the *Article 6.17. Signage Standards*.
8. Hours of operation shall be limited to between 7:00 AM and 9:00 PM daily.
9. The facility shall not be used for any purpose other than the sales and demonstration of homes in that subdivision.
10. A minimum of four (4) off-street parking spaces shall be in place at a model home for employees and potential buyers. Model homes may use a standard driveway, garage and/or an off-street parking area (gravel or asphalt) to accommodate parking.
11. Model homes shall successfully pass all applicable inspections (e.g. electrical) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.
12. Skirting is required on all sales trailers to be installed for six (6) months or longer.

D. **Special Events**

1. Special events on nonresidential properties may be permitted and require a Temporary Use Permit. The following guidelines shall also apply:
   a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
   b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.
   c. No sign shall be placed within the right-of-way of any public street without the approval of the City.
   d. A Sign Permit is required per *Sec. 10.2.18. Sign Permit*.
2. **Grand Openings.** A Temporary Use Permit may be permitted for a onetime grand opening for new businesses. This Temporary Use Permit may be granted for a 17-day period with no fees. The following guidelines shall apply:
   a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
   b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.

c. No sign shall be placed within the right-of-way of any public street without the approval of the City.

d. A Sign Permit is required per *Sec. 10.2.18. Sign Permit*.

E. **Temporary Off-street Parking**

1. Any temporary off-street parking installed for a construction trailer, sales trailer or model home shall be removed when the sales office is removed. The site shall be restored to character consistent with the development.

F. **Temporary Trash Receptacle and Temporary Storage Units**

1. Temporary trash receptacles and temporary storage units (e.g. PODS) are permitted on any lot or lots used in combination as follows:

a. A maximum of seven (7) consecutive days without a Temporary Use Permit.

b. A maximum of 30 calendar days per calendar year with a Temporary Use Permit.

c. If a valid building permit is active, temporary trash receptacles and temporary storage unit may be utilized on site until the Certificate of Occupancy is issued.

d. Temporary trash receptacles and storage units shall not be allowed in the public right-of-way, unless a permit is approved by the Department of Engineering.

G. **Temporary Uses in Residential Districts**

1. **Garage/Yard Sale.** Garage/yard sales are permitted for a total of eight (8) days per calendar year, per lot without a Temporary Use Permit.

2. **Event Tents.** Tents for a private party or event are permitted for a total of seven (7) days per calendar year, per lot without a Temporary Use Permit.

(Ord. 101121H, 11/15/2021; Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

CHAPTER 12. DEFINITIONS

Contents:

Article 12.1. General Provisions
Article 12.2. Defined Terms

Article 12.1. General Provisions

Contents:

Sec. 12.1.1. General Meaning of Words & Terms
Sec. 12.1.2 Graphics, Illustrations, Photographs & Flowcharts
Sec. 12.1.3 Abbreviations in the UDO

Sec. 12.1.1. General Meaning of Words & Terms

A. All words and terms used have their commonly accepted and ordinary meaning unless they are specifically defined in the UDO or the context in which they are used clearly indicates to the contrary.

B. In the absence of court decisions or Board decisions specifically interpreting a provision in question, specific definitions listed in the UDO or previous interpretations of a provision by the Director, the meaning of provisions shall be based on the following general hierarchy of sources:

1. For a legal term, definitions in a legal dictionary or if not a legal term, definitions in an ordinary dictionary;
2. Statements of the purpose and intent of sections or background reports and studies adopted or referred to in the UDO, although such documents cannot overrule a specific code provision;
3. Minutes of discussions of legislative or advisory bodies considering adoption of the provision in question;
4. Definitions of similar terms contained in Federal and State statutes and regulations; and
5. Ordinary rules of grammar.

C. When vagueness or ambiguity is found to exist as to the meaning of any word or term used, any appropriate cannon, maxim, principle or other technical rule of interpretations or construction used by the courts of this State may be employed to resolve vagueness and ambiguity in language.

Sec. 12.1.2. Graphics, Illustrations, Photographs & Flowcharts

A. The graphics, illustrations, photographs and flowcharts used to explain visually certain provisions of the UDO are for illustrative purposes only. Where there is a conflict between a graphic, illustration, photograph or flowchart and the text of the UDO, the text of the UDO controls.

B. Certain images in the UDO were created by a consultant and are the property of the City of Fishers as part of this UDO. Other images are the property of Raleigh, North Carolina and Palm Desert, California, and were used with their permission.

Sec. 12.1.3. Abbreviations in the UDO

A. BFE: Base Flood Elevation

B. DBH: Diameter at Breast Height

C. DNR: Department of Natural Resources (Indiana)

D. FAA: Federal Aviation Administration

E. FC: Footcandle

F. FEMA: Federal Emergency Management Agency
G. FIA: Federal Insurance Administration
H. FIRM: Flood Insurance Rate Map
I. INDOT: Indiana Department of Transpiration
J. NAVD: North American Vertical Datum of 1988 (as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within a floodplain).
K. NFIP: National Flood Insurance Program
L. PUD: Planned Unit Development

Article 12.2. Defined Terms

Contents:

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z

(Ord. 081919D, 08/19/2019; Ord. 111620B, 12/21/2020; Ord. 062121B, 07/19/2021; Ord. 041822E, 05/16/2022)

A

'A' Zone. Portions of the SFHA in which the principal source of flooding is runoff from rainfall, snowmelt, or a combination of both. In A zone, floodwaters may move slowly or rapidly, but waves are usually not a significant

threat to buildings. These areas are labeled as Zone A, Zone AE, Zones A1-A30, Zone AO, Zone AH, Zone AR and Zone A99 on a FIRM or FHBM. The definitions are presented below:

1. **Zone A**. Areas subject to inundation by the one-percent annual chance flood event. Because detailed hydraulic analyses have not been performed, no BFE or depths are shown. Mandatory flood insurance purchase requirements apply.
2. **Zone AE and A1-A30.** Areas subject to inundation by the one-percent annual chance flood event determined by detailed methods. BFEs are shown within these zones. Mandatory flood insurance purchase requirements apply. (Zone AE is on new and revised maps in place of Zones A1-A30.)
3. **Zone AO.** Areas subject to inundation by one-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
4. **Zone AH.** Areas subject to inundation by one-percent annual chance shallow flooding (usually areas of ponding) where average depths are between one (1) to three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
5. **Zone AR.** Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection. Mandatory flood insurance purchase requirements apply.
6. **Zone A99.** Areas subject to inundation by the one-percent annual chance flood event, but which will ultimately be protected upon completion of an under-construction federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No BFEs or depths are shown. Mandatory flood insurance purchase requirements apply.

Abandoned Sign. A sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product or activity, and/or for which no legal owner can be found.

Aboveground Utility Facility. Permanently located and installed electrical generators, pipeline pumping stations, public wells, water towers, telephone exchanges, utility substations, and the like.

Abutting. Bordering or contiguous.

Accessory Sign. A sign which is related to the primary use of the premises.

Accessory Structure or Use. Any structure or use subordinate in both purpose and size that is incidental to and customarily associated with any principal structure or principal use that is located on the same lot.

Addition to an Existing Structure. Any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.

Agricultural Processing. The use of land for activities involving a variety of operations on crops or livestock which may generate dust, noise, odors, pollutants, or visual impacts that could adversely affect adjacent properties. Example uses include, but are not limited to: slaughterhouses, mills, refineries, canneries, coffee roasting, food processing, granaries, grain processing, commercial hatcheries, poultry processing plants, fat rendering, manufacturing of commercial fertilizer, starch manufacturing, and milk processing plants or other treatment of agricultural products which changes the naturally grown product for consumer use.

Agricultural Use. The use of land for farming, including plowing, tilling, cropping, installation of best management practices, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber harvesting operations); the grazing or raising of Livestock (except in confined feed yards); dairy farming; aquaculture; sod production; horticulture; orchards; tree farms; and the cultivation of

products as part of a recognized commercial enterprise; and related buildings (e.g., barns, Stables, sheds, feeding bins). Agritourism Use (or Agritainment Use): An agriculturally-based operation or activity that brings visitors to an operational farm, and that may include, but is not limited to, uses and activities such as: pumpkin patches, Christmas tree sales, animal interaction exhibits (i.e. petting zoo, pony rides), apple or strawberry picking, seasonal or holiday activities (i.e. corn mazes, hay or wagon rides, straw piles, haunted houses), family-oriented activities (i.e. bounce houses, pedal cars, kiddie rides), creamery, vineyards, breweries, educational experiences or tours, limited retail sales of products not produced on-site (i.e. country store, activity ticket sales), related beverage or food sales (i.e. tasting facilities, lunch counters, dairy bar, refreshment or specialty food stands), and related ancillary uses and buildings.

Adult Bookstore. An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.

Adult Business. Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. See also *Sec. 5.4.2B. Adult Entertainment* for listed uses.

Adult Entertainment. An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

Aggregate Side Setback. The sum of the least two (2) side setbacks of a structure, one (1) on either side.

Agricultural Building. A structure utilized for the conduct of farming operations, not including a dwelling.

Airport. Any area of land or use devoted to the take-off, landing and storing and servicing of aircraft, and any appurtenant areas designated, set aside, used, or intended for use for related buildings and facilities located thereon.

Alley. A public right-of-way and thoroughfare, other than a street, road, crosswalk or easement, providing a secondary means of access to the abutting properties.

Alternative Transportation Plan. A plan which illustrates bicycle and pedestrian corridors throughout the jurisdiction of the Commission, as incorporated into the Thoroughfare Plan.

ANSI. American National Standards Institute.

Amenity Area. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development. The term includes community swimming pools, tennis courts, basketball courts, and the like.

Antenna. Any system of wires, poles, rods, reflecting discs, or devices used for the transmission or reception of electromagnetic or radio waves.

Appellant. A person filing any type of appeal.

Applicant. The owner, owners, or legal representative of lot who makes application to the City for action affecting the lot owned thereby.

Architectural Features. Exterior building elements intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, and balconies.

Architectural Projections. Projections from a building which are necessary for the shading of a building or features such as sills, cornices, and chimneys. Such projections may extend into required yards only as allowed by the provisions of this UDO.

Area of Shallow Flooding. A designated AO or AH Zone on the FIRM with base flood depths from one (1) to

three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Arterial Street. Any thoroughfare so designated on the Transportation Plan.

Attached Structure. A structure that is structurally connected to another structure by a foundation, wall, bridge, or roof line, or appears to be connected. Carports, garages, porch awnings and the like are considered attached structures and must abide by all regulations pertaining to primary structures.

Automobile Repair Garage. A building other than a private garage used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire, or sale.

Awning or Canopy Sign. A sign that is painted, stamped, perforated, stitched or otherwise applied on the surface of an awning. ~~The awning sign area shall be calculated the same as other signs except internally or backlit awning signs shall be calculated as the entire awning surface which is allowing light to pass through that portion of the awning or canopy.~~

Average Daily Traffic (ADT). The estimated daily average number of vehicular travelers on a street in a 24-hour period.

Average Setback. An average of a given (i.e. front, side, or rear) setback of structures on either side of the subject property. If the average setback encroaches into the right-of-way, permission is not required from the Board. If the subject property is a corner lot, the average of the front setback of structures adjacent to the subject property, along with the front setback of structures directly across the street from the subject property shall be used.

B

'B' Zone. See "Zone B, C, and X."

Baby Farm Animal. Any farm animal which has not reached mature adulthood.

Banner. Any hanging sign possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind. This classification shall not include plastic or fabric signs which are permanently attached within a rigid frame which are intended to be used as a permanent sign. National flags, flags of political subdivisions, and symbolic flags of any institution or business shall not be considered banners for the UDO.

Bar, Nightclub, Tavern, Lounge. A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business's total annual sales.

Base Flood Elevation (BFE). The elevation of the one-percent annual chance flood.

Base Zoning District. In the case of an overlay district, the standard zoning district in which the parcel or tract is located, and the standards of which apply when the overlay district regulations are silent on any given point.

Basement. That portion of a building below the ground level having one-half or more of its interior vertical height clearance below the average grade level. ~~A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounding by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

Battery(ies). A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System. An electronic system that monitors, controls, and optimizes performance of an individual or multiple battery modules, protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

1. **Tier 1** Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
    a. **One-, Two-family residential dwellings.** Individual Energy Storage Systems (also known as a battery bank) shall have a maximum stored energy of 20 kWh. The aggregate energy capacity of the battery energy storage systems for one- and two-family residential dwellings, comprised of one or more individual BESS, shall not exceed the following for each location listed:
        i. Forty (40) kWh within utility closets, basements, and storage or utility spaces.
        ii. Eighty (80) kWh in attached or detached garages and detached accessory structures.
        iii. Eighty (80) kWh where outdoor wall mounted.
        iv. Eighty (80) kWh where outdoors ground mounted.
2. **Tier 2** Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

Bed and Breakfast. An operator-occupied historic residence or expanded historic residence that:

A. Provides sleeping accommodations to the public for a fee;
B. Has no more than 14 guest rooms;
C. Provides breakfast to its guests as part of the fees; and,
D. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
E. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.

Berm. A landscape feature used for screening in which earth is piled up in irregular, round or oblong shapes. Particularly, berms do not have consistent crest elevations, but are irregular in form and overlapping such to emulate a more natural landscape feature. Berms in combination with other landscape material are used to block or partially block visibility from one side to the other.

Big-box Structure. A big-box structure is any retail building or tenant space of at least 70,000 square feet, which purpose is to provide space for a single user.

Bioretention Facilities (rain gardens). A stormwater management system that uses soil and plants to absorb stormwater runoff and to capture pollutants. These are small landscaped basins intended to provide water quality management by filtering stormwater runoff before release into a storm drain system. (Refer to City of Fishers Stormwater Technical Standards Manual).

Bioswale. A bioswale is a shallow depression created in the earth to accept and convey stormwater runoff. A bioswale uses natural means, including vegetation and soil, to treat stormwater by filtering out contaminants being conveyed in the water (Refer to City of Fishers Stormwater Technical Standards Manual).

Block. An area of land bounded by streets or by a combination of streets and public land, rights-of-way, common area, railroad rights-of-way, waterways, or any other barrier to the continuity of development.

Block Frontage. Property having frontage on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, waterway, or another barrier.

Bond. Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City.

Buffer Landscaping. Any trees, shrubs, walls, fences, berms, space, or related landscaping features required under the UDO for buffering lots from adjacent properties or public rights-of-way for increasing visual shielding or other aspects of privacy and/or aesthetics.

Buffer Yard. An area adjacent to front, side and rear property lines, measured perpendicularly from and parallel to adjacent property lines and/or right-of-way lines, intended to provide attractive spaces to reduce the impacts of proposed uses on adjacent property or natural features and to screen incompatible uses from each other and from the right-of-way. Buffers also help to maintain existing trees or natural vegetation, to block or reduce noise, glare or other emissions and to maintain privacy. Buffer yards are in addition to (separate from) front, rear, or side yard setbacks.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property of any kind, having an enclosed space and a permanent roof supported by columns or walls and permanently affixed to the land.

Building Area. The horizontal area of the buildings on a lot, measured from the outside exterior walls, excluding open areas or terraces, unenclosed porches or decks, and architectural features that project no more than two (2) feet.

Building Code. The Indiana Building Code which establishes and controls the standards for constructing all forms of permanent structures and related matters. Also referred to herein as the City Building Code.

Building Envelope. The setback lines that establish~~s~~ an area on a lot in which building can occur.

Building Frontage. The length of an outside building wall on a dedicated public or private street.

Building Height. The vertical distance measured from the lot average grade to the highest point of the roof, not including a maximum parapet wall encroachment. More standards on building height measurements in Section 6.1.4.C. ~~[The vertical distance measured from the lot ground level to the highest point of the roof for a flat roof, to the deck line of a mansard roof, and to the mean height between eaves and ridges for gable, hip and gambrel roofs.~~

Building Line/Building Setback Line. The line that establishes the minimum permitted distance on a lot between the front line of a building and the street right-of-way line, limits of public or private street or easement.

Building Permit. A document signed by the Director stating that the permitted improvements or proposed construction complies with all applicable provisions of *Title XV: Land Usage of the City of City Code of Ordinances.*

Building Separation. The least distance between the walls of two (2) structures, regardless of whether they are located on the same lot or parcel.

C

'C' Zone. See "Zone B, C, and X."

Caliper. The American Association of Nurserymen Standard for trunk measurement of nursery stock. Caliper of the trunk shall be taken six inches above the ground for up to and including four-inch caliper sizes, and twelve inches above the ground for larger trees.

Candela. Unit of luminous intensity in the International System of Units (SI). Used to measure the amount of light emitted by lamps.

Canopy Tree. Deciduous trees that grow to at least 40 feet in height and that ~~has~~ have a canopy that is round or oval. Conical or tubular shaped trees are not canopy trees.

Cell. The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and

deliver electrical energy.

Cemetery. Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. ~~Cemeteries shall comply with the following standards.~~

Certificate of Compliance. A certificate that is issued prior to the certificate of occupancy stating that the building, structure or use has been constructed and complies with the provisions of the UDO, developer commitments, and all conditions of the Commission or Board.

Certificate of Occupancy. A certificate issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure complies with the provisions of all applicable City Codes and Ordinances.

Change of Tenant. Any tenant that differs from the previous tenant of a building or land.
(Ord. 062121B, 07/19/2021)

Effective on: 7/19/2021

Clinic. An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.

(Ord. 011822, 02/21/2022)

Club House. A building used in association with an amenity, in which may be locker rooms, administration offices, golf cart storage and maintenance, restrooms, lounges, meeting space, snack bar, banquet facilities and retail sales of products related to the use of the amenity.

Coffee House. A restaurant primarily offering coffee, tea, and other beverages, and where light refreshments and limited menu items may also be sold at a counter or at a drive-up window for motor vehicles.

Collocation. A space on an existing or proposed telecommunication tower that can be used for the installation and/ or mounting of antennas or radio or cellular communication equipment that operates on a different frequency from the initial user.

~~**Commercial Kennel.** A place primarily for keeping more than four (4) adult dogs, or other small animals that are ordinarily bred for sale as pets, including temporary care facilities for animals for compensation.~~

~~**Commercial Sign**~~

Commercial Sign. A sign whose display area is sold or leased.
(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Community Center. A building available to the public for community activities, meetings, banquets, projects, gatherings, and the like.

Community Rating System (CRS). A program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management regulations to develop extra measures to provide protection from flooding.

Comprehensive Plan. The complete plan, or any of its parts, for the development of the City, prepared by the Commission and adopted in accordance with IC 36-7-4-500. as it now or may hereafter be in effect.

Concept Plan. A plan for a subdivision or development of land, brought by the petitioner to the pre-submittal meeting, that shows in general terms the proposed land use, density, circulation, natural characteristics, and typical development of the area to be developed, as well as adjacent affected properties, and traffic.

Condition of Approval. Stipulations or provisions attached to the approval of a project by the Board or Commission that must be met as a prerequisite for a Certificate of Occupancy.

~~**Conditional Use.** A use permitted within a district other than a permitted use requiring approval of the Board because of its nature.~~

Condominium. Real estate lawfully subject to IC 32-25, by the recording of condominium instruments, in which undivided interests in the common areas and facilities are vested in the condominium unit owners.

Confined Feeding Operation. A confined feeding operation as defined by IC 13-11- 2-40, as amended, and confined feeding as defined by IC 13-11-2-39, as amended.

Confinement Area. Any area, structure, kennel, stall, coop, pin, or other element in which farm animals are housed in, and including the immediate area which controls the movement of those animals.

Conflicting Use. For purposes of determining applicable buffer yard standards, uses that are considered 'conflicting' are detailed in the buffer yard standards of *Article 6.7. Landscaping Standards*.

Effective on: 7/20/2018

Conservation Easement. Those places on a lot or development that are identified for protecting certain elements or the land and/or natural vegetation. ~~Plant life may be removed from a conservation easement if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Small vegetation, underbrush, invasive species and poison ivy may be removed at any time to aid the health of mature trees and to aid in the creation of usable spaces for trails, paths, picnic shelters, and the like. Evergreen trees eight (8) feet or less, in height, and deciduous trees with a caliper measurement of less than four (4) inches may also be removed to aid in the creation of the usable spaces for trails, paths, picnic shelters, and the like, but must be done in a matter cause as little removal and/or damage as possible. Any individual or entity seeking to remove such trees shall have the approval of the Department staff prior to the removal of said trees. The City may be permitted to do limited work in Conservation Easements only at the direction of the Council.~~

Construction Plan. The maps or drawings showing the specific location and design of improvements to be installed.

Continuous Berm. A landscape feature used for screening in which a continuous raised section of earth is used to block or partially block visibility from one side to the other. Continuous berms are linear with a top elevation (crest) relatively consistent from one end to the other.

Convenience Store. An establishment where food stuffs, patent medicines, periodicals, and other similar items of household convenience are kept for retail sale to the public.

Cool Roof. A roof designed to reflect more sunlight and absorb less heat than a standard roof, which is composed of a highly reflective type of paint, a sheet covering, or highly reflective tiles or shingles.

Copy. The wording of a sign in either permanent or removable letter form.

Corner Lot. A lot at the junction of and abutting two (2) or more intersecting streets.

Cornice. A molded ornamental projection which crowns or finishes the top of a building or wall to which it is affixed.

Cottage Court. A cluster of at least five single-unit and/or two-unit dwellings located within a common development that use shared access, parking, and common spaces. Cottage developments can include homes on individual lots, homes owned as condominiums, or leased homes. This use may include factory built single-unit and/or two-unit dwellings provided that each home meets either the Indiana Building Code or the federal

Manufactured Housing Construction and Safety Standards Law of 1974 (42 U.S.C. 5401 et seq.), and that each dwelling has any wheels removed, is mounted on a permanent foundation, and is connected to city water, sewer, and electric services. This definition shall not include a "Manufactured Home Park."

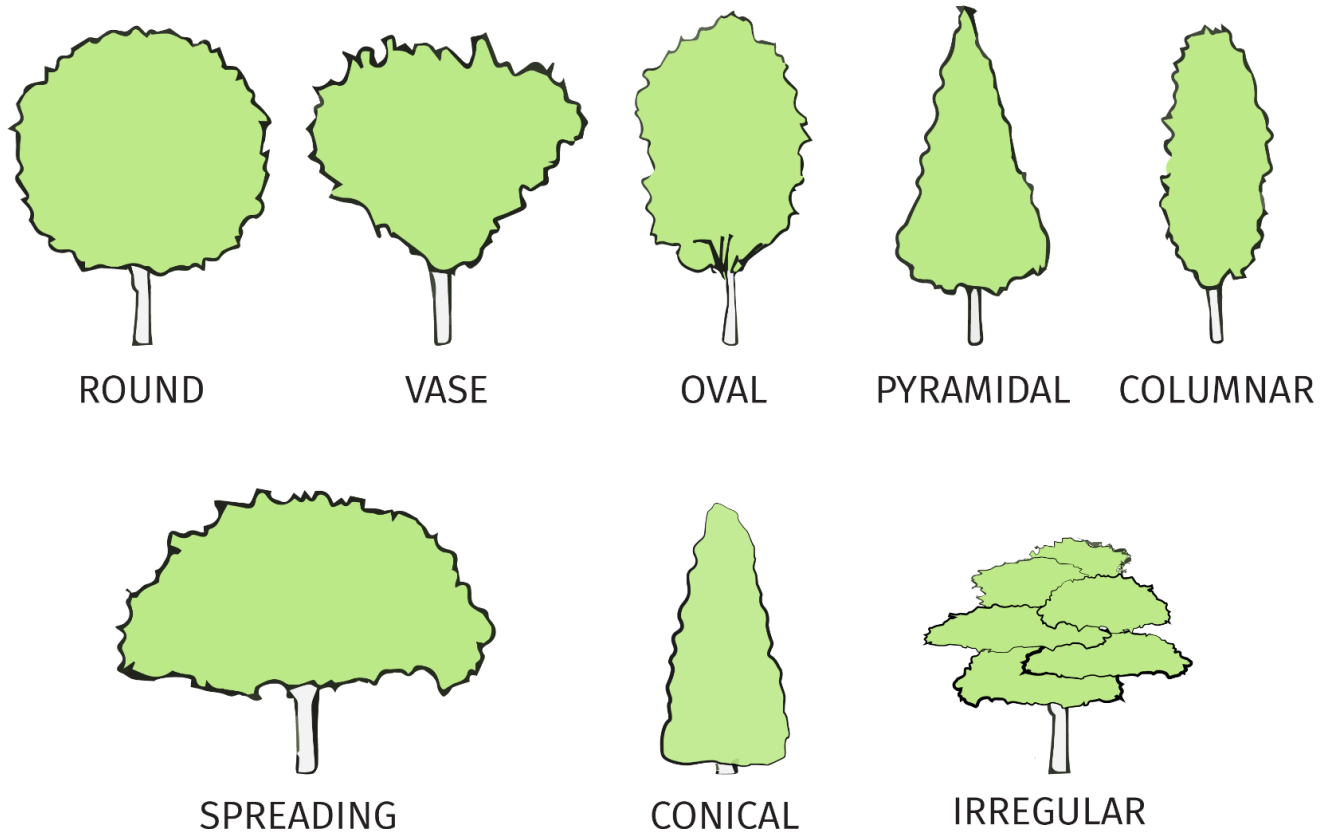
Covenants. Private and legal restrictions of various kinds on the usage of lots, typically within a subdivision and applied by the applicant of a subdivision. In the case of public health, safety and welfare, covenants may be applied by the Commission, that are recorded with the plat and deed. Covenants can also be placed on commercial and industrial developments. Unless specifically agreed to, covenants are not enforceable by the Commission or its designees. However, they are enforceable in civil court by interested or affected parties.

Critical Facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, installations that produce, use or store hazardous materials or hazardous waste.

Critical Habitats. Land with plant and animal species which are listed as threatened or endangered by the DNR publication Indiana's Rare Plants and Animals.

Critical Root Zone. The area of undisturbed natural soil around a tree defined by a horizontal circle drawn at grade with the center being the center of the trunk of the tree and a radius equal to the distance from the trunk to the outermost portion of the drip line.

Crown Form (Shape). The configuration crown of a standing tree or shrub (circle, triangle, parabola, rectangle, or horizontal ellipse).



Cul-de-sac. A street having one end open to traffic and being permanently terminated by a vehicular turnaround

at the other end.

D

Decibel. A unit of measurement of the intensity of loudness of sound. Sound level meters are used to measure such intensities and are calibrated in decibels.

Dedication. The setting apart of land or interests in land for use by the municipality or public by ordinance, resolution, or entry in the official minutes as by the recording of a plat.

Default Zoning District. In the case of a Planned Unit Development, the standard zoning district the standards of which apply when the PUD District Ordinance regulations are silent on any given point.

Designed Fail Area. The area surrounding a tower in which the tower could fall should it fail as structurally designed. The designed fail area is quantified in terms of linear distance from the tower to the perimeter of the designed fail area. The designed fail area shall be certified by a structural engineer.

Detailed Development Plan. The initial Development Plan petition for a Planned Unit Development following approval by the Council of the Concept Plan and PUD District Ordinance petition. The Detailed Development Plan incorporates the Primary Plat petition in Planned Unit Developments that are being subdivided.

Detached Building. A building that has no structural connection with the primary building or any other building or structure.

Developer. The owner or legal representative of land proposed to be subdivided or residentially/commercially/ industrially utilized.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a structure or any addition to a structure;
2. Installing a manufactured home on a site, preparing a site for a manufactured home or installing recreational vehicle on a site for more than 180 days;
3. Installing utilities, erection of walls and fences, construction of roads, or similar projects;
4. Construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;
5. Mining, dredging, filling, grading, excavation, or drilling operations;
6. Construction and/or reconstruction of bridges or culverts;
7. Storage of materials; or
8. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing structures and facilities such as painting, reroofing; resurfacing roads; or gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent structures.

Development Plan. A petition conforming to the requirements of IC 36-7-4-1400, et seq. and *Sec. 10.2.10. Development Plan Review.*

Development Standards Variance. A specific approval granted by the Board in the manner prescribed by the UDO, to deviate from the development standards (such as height, bulk, area) that the Ordinance otherwise prescribes.

Diameter at Breast Height (DBH). The diameter of a tree four and one-half (4’6”) feet above the average ground level. If the tree’s trunk splits or the tree is not over four and one-half (4’6”) feet tall, the diameter measurement of the trunk taken 12 inches above the ground level or the root ball shall constitute DBH.

Directional Sign. A sign intending to direct the safe flow of vehicular and pedestrian traffic and includes “enter,” “exit,” and “arrow” signs.

Double-Faced Sign. A sign having two (2) display surfaces, not necessarily displaying the same copy, which

are usually parallel and back to back and not more than 24 inches apart. When the display surfaces of a double-faced sign are not parallel, the interior angle created by said surfaces shall not exceed 90º and the two (2) surfaces shall not be more than 24 inches apart at the apex of said angle.

Drive-Through. An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.

Drip Line. A vertical line running around or encompassing the outermost portions of the tree canopy extending to the ground.

Dwelling. A building or structure or portion thereof that is used exclusively for residential occupancy, including single-family dwelling units, two-family dwelling units, and multi-family dwelling units, but excluding hotels, motels, and boarding houses.

Dwelling Site. A site within a manufactured home park and/or mobile home park with required improvements and utilities that is leased for the long-term placement of a manufactured home and/or mobile home.

Dwelling Unit (d.u.). Any structure or portion thereof designed for or used for residential purposes as a self-sufficient or individual unit by one (1) family or other social association of persons and having permanently installed sleeping, cooking, and sanitary facilities.

E

Eating Establishment. A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.

~~**Educational Institution.** Public or parochial pre-primary, primary, grade, junior-high, high preparatory school or academy; junior college, college or university, if public or founded or conducted by or under the sponsorship of a religious or charitable organization.~~

Elevated Structure. A non-basement structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, filled stem wall foundations (also called chain walls), pilings, or columns (posts and piers).

Elevation Certificate. A certified statement that verifies a structure's elevation information.

Electric Vehicle (EV). EV means any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets, and that operates either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. Electric Vehicle includes: a battery electric vehicle; and a plug-in hybrid electric vehicle. Electric Vehicle does not include an electric bicycle.

Electric Vehicle Supply Equipment (EVSE). EVSE are the conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

Electric Vehicle Charging Facility. This term is intended to denote EV charging use as a primary use on a property. A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline. This use does not necessitate construction of a building to serve as a primary building on site.

Electric Vehicle Charging Station. This term is intended to denote EV charging use as an accessory use on a

property. A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:

- **Level 1** is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.
- **Level 2** is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.
- **Level 3 and higher or DCFC (Direct Current Fast Charging)** is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

EVCS Bay. An EVCS bay is an EVCS for vehicles that are larger than a typical parking space that can fit vehicles with trailers, vans, buses, or semi-trucks.

Emergency Program. The first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable structures in that community before the effective date of the initial FIRM.

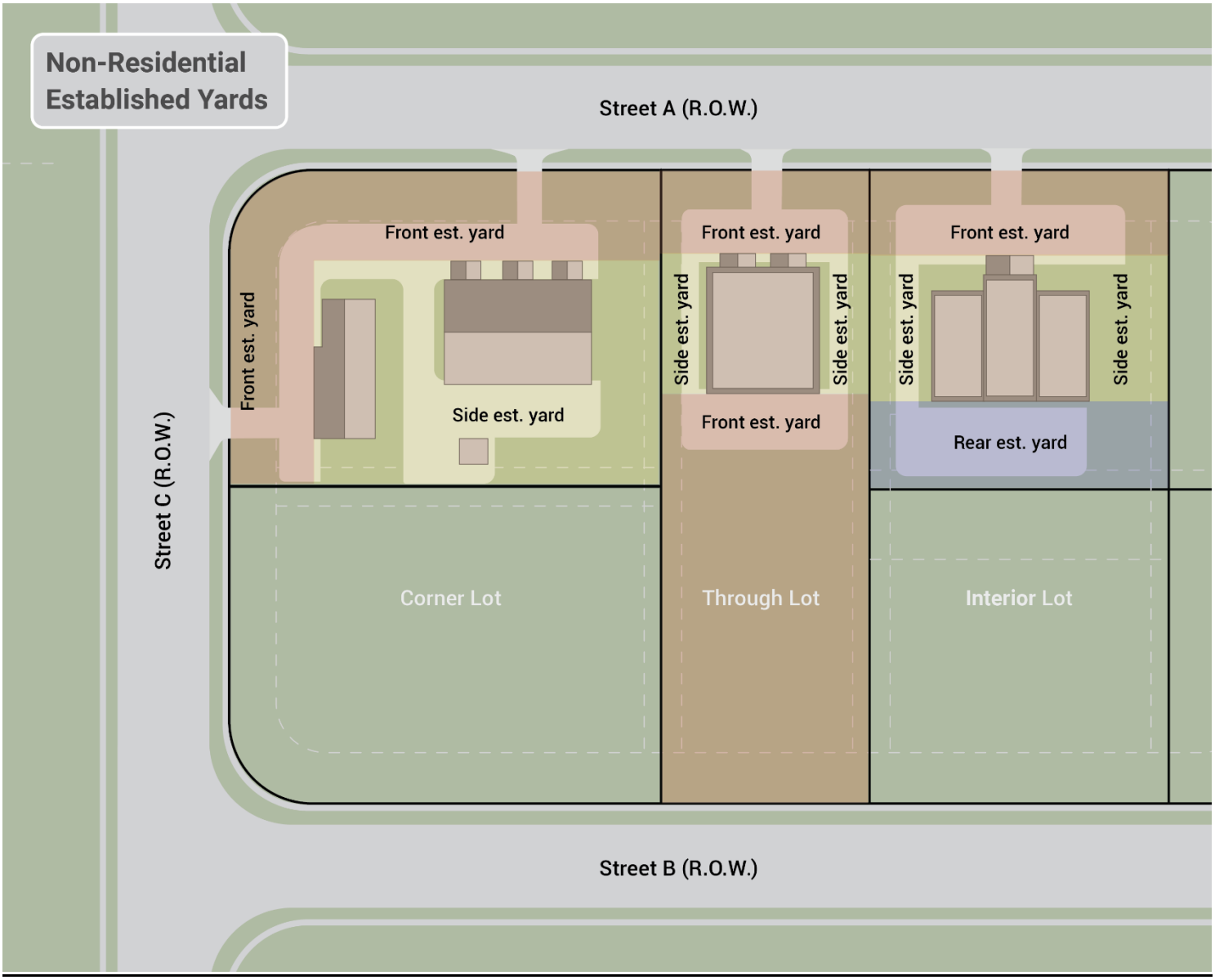
Established Setback. A dimension extending across the full width or depth of the lot between the primary structure and any lot line, the depth of which is the least distance between the given lot line and the primary structure.

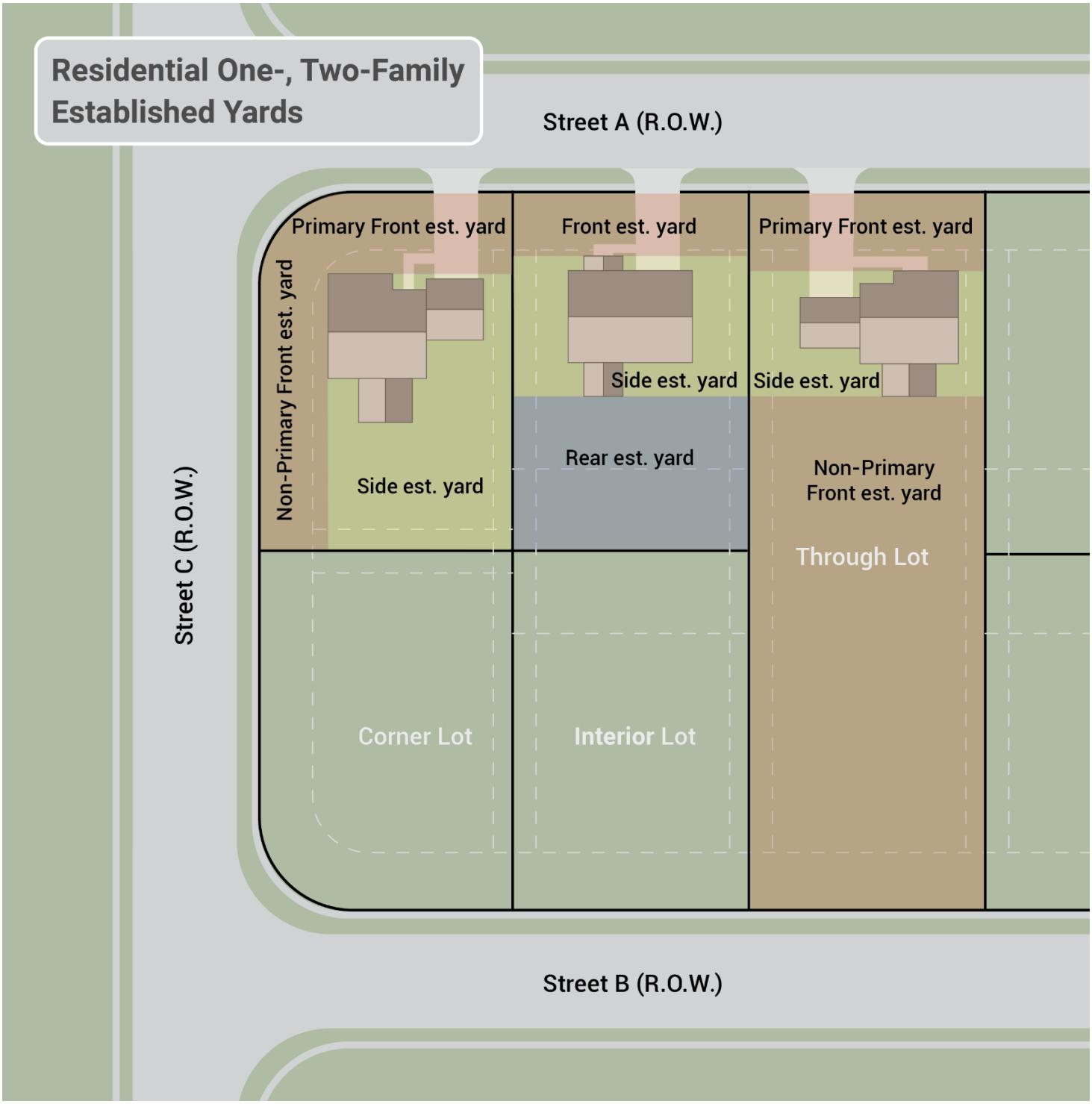
Established Yard. See figures below for illustration.

A. Front. A yard extending across the full width of the lot between the primary building and the front lot line, the depth of which is the least distance between the front lot line and the building.
    1. Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the primary front lot line.
    2. Non-Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the non-primary front lot line.

B. Side. A yard extending the full depth of the lot between the side of the primary building and the side lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures~~, the width of which is the least distance between the side lot line and the side of such primary building.

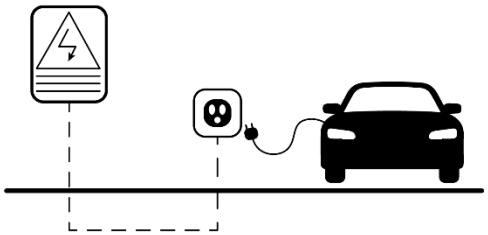
C. Rear. A yard extending across the full width of the lot between the rear of the primary building and the rear lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures,~~ the depth of which is the least distance between the rear lot line and the rear of such primary building.


Non-Residential Established Yards
Street A (R.O.W.)
Street B (R.O.W.)
Street C (R.O.W.)
Front est. yard
Front est. yard
Side est. yard
Corner Lot
Front est. yard
Side est. yard
Side est. yard
Front est. yard
Through Lot
Front est. yard
Side est. yard
Side est. yard
Rear est. yard
Interior Lot

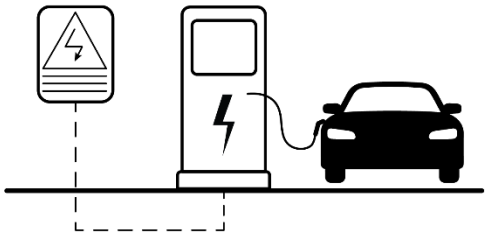


EV-Ready Space. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment (EVSE) terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted. The electrical panel directory and receptacle or junction box must both be permanently marked “For future electric vehicle supply equipment”.

EV-Installed Space. A designated parking space that is served by an electric vehicle charging station (EVCS), at a minimum of Level 2.



EV-READY



EV-INSTALLED

Existing Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the City's first floodplain ordinance.

Existing Significant Plant Material. Evergreens over six (6) feet in height, deciduous trees over two and one-half (2.5) inches DBH, and shrubs over four (4) feet in height.

Expanded Historic Residence. A single historic residence whose existing square footage has been enlarged by way of architectural addition, provided, however, that the architectural addition:

A. May exceed the existing square footage of the Historic Residence only to a maximum of two (2) times the total enclosed floor space of the existing structure and only so long as the addition is subordinate to the existing structure;
B. Cannot change the residential appearance of the Historic Residence or the lot;
C. Shall be designed and constructed in the established style of the existing Historic Residence; and,
D. The architectural design and historic construction materials shall maintain the style and integrity of the existing Historic Residence.

The Director shall make an initial determination, in writing, that the proposed architectural additions are architecturally consistent with the Historic Residence.

Expansion to an Existing Manufactured Home Park or Subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Extended Stay Hotel/Motel/Inn. A building in which temporary lodging and/or boarding is provided to the public for compensation. The provider typically provides telephone service, laundry facilities, upkeep of furniture, and other services. Compensation is based upon stays of more than one day and reduced rates are typically featured for weekly/ monthly stays.

F

Façade. The face of an elevation of a building.

Family. An individual, or two (2) or more persons related by blood, marriage, or adoption, or a group of not more than two (2) persons, not related by blood, marriage, or adoption, living together as a single housekeeping unit in a dwelling unit.

Farm. A tract of land comprising an area which is devoted to agricultural operations, such as forestry, the growing

of crops, pasturage, the production of livestock or poultry, the growing of trees, shrubs or plants, and other recognized agricultural pursuits and including accessory buildings essential to the operation of the farm.

Farm Animal Unit (FAU). A farm animal unit is a value factor assigned to balance the difference in physical size, health needs, nuisance issues and other differences of various farm animals.

Fast Food/Quick Service. Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed (see also *Sec. 5.4.8.D. Fast Food/Quick Service*).

Faux Window. A faux window is a portion of the façade enclosed with a decorative trim such as stone or brick, and covered in a distinct material (typically darker) which varies from the surrounding field material.

Fence. A freestanding device made of metal, masonry, composition or wood or any combination thereof, resting on, or partially buried in the ground and rising above ground level, and used for confinement, screening protection or partition purposes.

Filling Station, Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail. Uses permissible at a service station do not include major mechanical and body work, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in service stations. The term shall not be construed to include a truck stop.

Final Development Plan. The secondary Development Plan petition for a Planned Unit Development following approval by the Commission of the Detailed Development Plan petition. The Final Development Plan incorporates the Secondary Plat petition in Planned Unit Developments that are being subdivided.

Finished Floor Area. That portion of floor area constructed, completed, and usable for living purposes with normal living facilities which includes sleeping, dining, cooking, working, entertainment, common space linking rooms, areas for personal hygiene, or combination thereof. Floor area or portion thereof used only for storage purposes and not equipped for the facilities mentioned above shall not be considered finished floor area.

Five Hundred-year Flood. The flood that has a 0.2% chance of being equaled or exceeded in any year.

~~**Flag**~~

Flag. Any fabric or similar light-weight material, typically oblong or square in shape, and used as the symbol or emblem of a country or institution or as a decoration during public festivities, that is attached at one edge of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes.

(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Flashing Sign. Any illuminated sign which exhibits changing light or color effects.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM). An official map on which the FEMA or FIA has delineated the areas of flood hazards and regulatory floodway.

Flood Hazard Area. The floodplain areas that have not been adequately protected from flooding by means of dikes, levees, reservoirs and other works approved by the Indiana Natural Resources Commission, as identified on the appropriate maps.

Flood Hazard Boundary Map (FHBM). An official map of a community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as Zone A.

Flood Insurance Rate Map (FIRM). An official map of a community, on which FEMA has delineated both the

areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official hydraulic and hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM, FBFM (where applicable), and the water surface elevation of the base flood.

Flood Protection Grade. The elevation of the regulatory flood plus two (2) feet at any given location in the Special Flood Hazard Area (SFHA). See also “Freeboard.”

Flood Prone Area. Any land area acknowledged by a community as being susceptible to inundation by water from any source. (See "Flood")

Flood Water. The water of any lake or watercourse which is above the banks and/or outside the channel and banks of such lake or watercourse.

Floodplain. The channel proper and the areas adjoining any wetland, lake or watercourse that have been or hereafter may be covered by the regulatory flood. The floodplain includes both the floodway and the fringe districts (see also *CHAPTER 9. FLOODPLAIN STANDARDS*).

Floodplain Administrator. (See *Sec. 2.2.6 Floodplain Administrator*).

Floodplain Development Permit. A permit signed and issued by the Floodplain Administrator stating that the proposed improvements for a site have been reviewed and found to follow the applicable provisions of *CHAPTER 9. FLOODPLAIN STANDARDS.*

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Management Regulations. *CHAPTER 9. FLOODPLAIN STANDARDS* and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power that control development in flood-prone areas. This term describes federal, State, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodplain Standards Variance. A grant of relief from the requirements of *CHAPTER 9. FLOODPLAIN STANDARDS*, which permits construction in a manner otherwise prohibited by *CHAPTER 9. FLOODPLAIN STANDARDS* where specific enforcement would result in unnecessary hardship.

Floodplain Standards Violation. The failure of a structure or other development to be fully compliant with *CHAPTER 9. FLOODPLAIN STANDARDS*. A structure or other development without the elevation, other certification, or other evidence of compliance required in *CHAPTER 9. FLOODPLAIN STANDARDS* are presumed to be in violation until that documentation is provided.

Floodproofing (dry floodproofing). A method of protecting a structure that ensures that the structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls can resist hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

Floodproofing Certificate. A form used to certify compliance for nonresidential structures as an alternative to elevating structures to or above the FPG. This certification must be by a Registered Professional Engineer or Architect.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flood flow of the regulatory flood of any river or stream.

Floor Area. The sum of all horizontal surface areas of all floors of all roofed portions of a building enclosed by and within the surrounding exterior walls or roofs, or to the center line of any party wall separating such buildings

or portions thereof. Floor area of a building shall exclude exterior open balconies and open porches.

Floor Area Ratio (FAR). Floor Area Ratio includes the total covered area of all floors of a building(s) measured in square feet divided by the size of the site, measured in square feet.

Forestry Operation. Forestry Operation includes facilities, activities, or equipment used to plant, raise, manage, harvest, and remove trees on private land. The term includes site preparation, fertilization, pest control, and wildlife management.

Foundation. The supporting member of a wall or structure.

Free Burning. A rate of combustion described by a material which burns actively and easily supports combustion.

Freeboard. A factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Fringe. Those portions of the floodplain lying outside the floodway.

Front Line of Building. The foundation line that is nearest the front lot line.

Frontage Road. An access road which parallels a street of higher classification, providing access from abutting property and separated from the street by a common dividing strip.

Fuel/Energy Station. Structure or lot where fuel and other vehicular propulsion needs are provided to customers but are not performed by an employee (other than to pump gas).

Fuel/Service Station. Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs. Vehicles shall not be stored overnight.

Full-cutoff Fixture or Luminaire. A luminaire that (see also *Article 6.5. Exterior Lighting Standards*):

A. Projects at least 90% of the total lamp lumens below 80° from vertical;
B. Does not allow more than 10% of the total lamp lumens above 80° from vertical; and
C. Does not allow more than 2.5% of the total lamp lumens above 90° from vertical.

Functional Green Roof. A green roof for which the depth of soil and planted material is at least 2 inches, which is accessible and usable for human activity.

Effective on: 7/20/2018

G

Gable. A triangular wall segment at the end of a pitched roof.

Garage. An attached or detached structure whose primary use is to house motor vehicles or personal property for the accommodation of related dwelling units or related business establishments.

General Services Office. Employment services, temporary employment agency, insurance office, law office, membership associations, secretarial service, publishing corporate offices, reading clinic, real estate office, service organization, title company, trade office, and travel agency, and the like.

Glare. A light ray emanating directly from a lamp, reflector or lens such that it falls directly on the eye of the observer.

Golf Course. An area of terrain on which the game of golf is played. A golf course includes greens, fairways, natural areas. A golf course may also include a driving range when integrated with the golf course operations and hours.

Grace Period. Extension of time granted for correction, termination or cessation of a violation of this UDO.

Greenhouse. A building, room, or area, usually chiefly of glass, in which the temperature is maintained within a

desired range, used for cultivating tender plants or growing plats out of season.

~~**Green Space.** Areas designated for public gathering or recreation (passive or active), held in private or public ownership.~~

Green Roof. The area atop a roof surface on a building, open to the sky and air, planted over waterproof membrane, which is surfaced with soil and living plant materials for the purpose of retaining rainwater and absorbing heat from sunlight and which may be accessible by means of a roof entrance if required to maintain plant material.

Ground or Monument Sign. A sign which is supported by one (1) or more uprights or braces in the ground**.**

Gross Site Area. Gross refers to the gross area before any land is set aside for public improvements including but not limited to streets and utilities.

Guest Room. A sleeping room intended to accommodate not more than four guests each night, and which contains no cooking facilities in the room. For purposes of this definition, a guest room may be a suite of rooms, including a sitting room, one or more bedrooms and bath facilities, accessible to the exterior by not more than one doorway.

H

Half Story. That portion of a building under a sloping, gable, hip, or gambrel roof, the wall plates on at least two (2) opposite exterior walls of which are not more than three (3) feet above the floor level of such half-story.

Hardship. (as related to *Sec. 10.2.24. Variance*) The exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. These problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

High Pressure Laminate (HPL). Material exterior grade high pressure laminate is made of layers of kraft paper impregnated with phenolic resin and bonded by heat and pressure. The core and exterior surface is all one piece.

Highest Adjacent Grade. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Residence. A structure designed for a single-family residence, which has historic, architectural or engineering significance. Provided, however, that structures less than 50 years old shall not be considered an historic residence, and are not allowed as either a bed and breakfast residence or a bed and breakfast inn.

Historic Structure. Any structure individually listed on the National Register of Historic Places or the Indiana State Survey of Historic Architectural, Archaeological and Cultural Sites, Structures, Districts, and Objects. Structure, Historic (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*): Any structure individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

Holiday Decorations. Posters which represent a holiday but do not advertise a company or product.

Home Occupation. An occupation that provides a service or product that is conducted wholly within a residential dwelling in a Residential Zoning District. Examples of permitted home businesses are provided in *Sec. 5.7.2.B. Home Occupation*.

Horizontal Articulation. Articulation left and right across the span of a wall façade. Examples include ledges, reveals awnings, column caps, arches, or other projecting or recessed architectural feature.

~~**Hospital.** An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, and other abnormal physical or mental conditions and including,~~

~~as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.~~

Hospital. An institution licensed by the State Department of Health and providing health services primarily for in-patient medical or surgical care to persons suffering from illness, disease, injury, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.

Hotel. A building in which temporary lodging or board and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public. Compensation is assessed on a day-to-day basis.

I

Illegal Sign. A sign which does not meet the requirements of this UDO and which has not received legal nonconforming status.

Illuminance. The total amount of visible light illuminating (incident upon) a point on a surface from all directions above the surface (i.e. how brightly a surface is illuminated). Illuminance is measured in lux.

Illuminated Sign. A sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~**Impervious Area.**~~

Impervious Area. Impervious Area is the sum of all driveways, pathways, structures, hardscape, and any other impervious surface that would prohibit the absorption of stormwater, divided by the Lot Area.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

~~**Impervious Surface**~~

Impervious Surface. Any material that prevents absorption of storm water into the ground such as concrete or asphalt. This does not include gravel, rock, or stone.

Effective on: 7/20/2018

Improvement. Any permanent structure that becomes part of, placed upon, or is affixed to real estate, or any alteration to the land

Improvement Location Permit (ILP). A permit issued by the Department stating that the proposed improvements comply with the applicable provisions of the UDO.

Improvement, Substantial. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred "repetitive loss" or “substantial damage” regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of State or local health, sanitary, or safety code requirements or any alteration of a “historic structure,” provided that the alteration shall not preclude the structures continued designation as a “historic structure.”

Incidental. A minor occurrence or condition which is customarily associated with a permitted use and is likely to ensue from normal operations.

Increased Cost of Compliance (ICC). The cost to repair a substantially damaged structure that exceeds the

minimal repair cost and that is required to bring a substantially damaged structure into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, relocation, demolition, or any combination thereof. All renewal and new business flood insurance policies with effective dates on or after June 1, 1997, will include ICC coverage.

Indirectly Illuminated Sign. A sign illuminated with a light directed primarily toward such sign, including back lighted signs, and so shielded that no direct rays from the light are visible.

Industrial Uses. Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site (see also *Article 5.5. Industrial Uses*).

Infill Lot. A lot bordered on at least two (2) sides by established development.

Inoperable Vehicle. A motor vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

A. Not having valid vehicle license plate or registration.
B. Any vehicle, whether on public or private property and in view of the public from which, for a period of at least (14 days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power;
C. Any vehicle that is damaged or dismantled to such extent as to render it illegal for operation on any public street or highway, including but not limited to any of the following: broken head or taillights, broken or missing mirrors, cracked or missing window or windshield, deflated tires, missing seats or steering wheel, or other general conditions that would render a vehicle incapable of being driven on a public highway.

By way of illustration only, the term "Inoperable Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Institutional Uses. Schools, churches, government offices, parks, and the like (see also *Article 5.3. Public & Institutional Uses*).

Internal Setback. The distance between a structure and either:

1. An access or ingress/egress easement line; or
2. The edge of pavement of the sidewalk running alongside an access drive or private street; or
3. The back of curb of an access drive or private street; or
4. The edge of pavement of an access drive or private street;
5. whichever is closest to the structure.

Internally Illuminated Sign. A light source which is enclosed within the sign and viewed through a translucent panel. This type of illumination is often referred to as direct.

Interior Lot. A lot other than a corner lot or a through lot.

Intersection. An area within a 100' radius of the intersecting centerlines of two (2) cross streets.

ITE. Institute of Transportation Engineers.

J

Junk. An automobile, truck, other motor vehicle, watercraft, large appliances, furniture or like materials which have been damaged to such an extent that they cannot be operated under their own power or used and/or will require major repairs before being made usable. This also includes such a vehicle which does not comply with

State, County, or City vehicle licensing or other laws or ordinances.

Junk Vehicle. A vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

A. Is dismantled or extensively damaged, including any of the following: a broken window or windshield, or a missing wheel, tire, motor, or transmission;
B. Is apparently inoperable; or
C. Has an approximate fair market value equal only to the approximate value of the scrap in it.

By way of illustration only, the term "Junk Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart, camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Junk Yard. A place, usually outdoors, where waste or discarded used property, including but not limited to automobiles, farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale. This does not include industrial scrap metal or accumulation of organic matter.

Juvenile Detention Facility. A facility that holds children or minors (typically under 18 years of age) for punishment and/or counseling because of sentencing by a court of jurisdiction for criminal or antisocial behavior.

K

Kennel. A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes. ~~**Kennel.** Any lot on which dogs or small animals at least six (6) months of age are kept for commercial purposes (see also *Sec. 5.4.7 Personal Service*).~~

L

Large Farm Animals. Large farm animals are large domestic farm animals such as, but not limited to: cows, buffalo, llamas, goats, sheep, and pigs.

Large Grazing Type Farm Animals. Large domestic farm animals such as, but not limited to, cows, buffalo, llamas, goats, and sheep, which are typically allowed to roam within a large grazing area. Pigs shall not be interpreted as a large grazing type farm animal.

Landscape Area. Those places on a lot or abutting right-of-way that are identified for application of landscaping regulations. Landscape areas include: street tree planting areas, parking lot planting areas, foundation planting areas, buffer yard areas, retention pond planting areas, and perimeter planting areas (see also *Article 6.7. Landscaping Standards*).

Landscape Island. A landscape area defined by a curb or edge of pavement and surrounded on all sides by pavement and includes terminal islands, median islands, interior and perimeter islands.

Effective on: 7/20/2018

Landscape Material. Trees, shrubs, plants, decorative fences, retaining walls, walls, earthen mounds, irrigation systems, flower beds, decorative rocks, edging, mulch, stakes and the like. Xeriscaping landscaping materials are encouraged to function as LID Stormwater BMPs. Artificial trees, shrubs, ground cover, and flowers are not considered landscape material.

Landscape Structure. Decorative fences, walls, retaining walls, edging, decorative rocks and the like.

Landscaping. The improvements of a lot with grass, shrubs, trees, and other vegetation and/or ornamental objects. Landscaping may include pedestrian walks, flower beds, berms, depressions for LID stormwater landscaped areas, fountains and other similar natural and man-made objects designed and arranged to produce

an aesthetically pleasing effect.

Large Integrated Center. An integrated center is any multi-tenant building primarily featuring commercial retail and service uses equal to or greater than 30,000 square feet.

Lease. To rent, to permit the possession or use of right of possession, or use for consideration of a lot, parcel, tract, land or group of lots, parcels, tracts, or lands.

Legal Nonconforming Building or Structure. Any continuously occupied, lawfully established structure or building prior to the effective date of the UDO, or its subsequent amendments, that no longer meets the development standards.

Legal Nonconforming Lot of Record. Any legally established and recorded lot prior to the effective date of this UDO, or its subsequent amendments, that no longer meet the lot-specific development standards.

Legal Nonconforming Sign. Any sign lawfully existing on the effective date of this UDO, or amendment thereto, that does not conform to all the standards and regulations of the UDO and has been registered within the allotted time as described in *Sec. 2.3.5. Nonconforming Signs* of the UDO.

Legal Nonconforming Use. Any continuous, lawful use of structures, land, or structures and land in combination established prior to the effective date of the UDO or its subsequent amendments that is no longer a permitted use in the district where it is located.

Letter of Map Amendment (LOMA). An amendment to the currently effective FEMA map that establishes that a property is not located in a SFHA. A LOMA is only issued by FEMA.

Letter of Map Revision (LOMR). An official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F). An official revision by letter to an effective NFIP map. A LOMR-F provides FEMA's determination concerning whether a structure or parcel has been elevated on fill above the BFE and excluded from the SFHA.

Light Manufacturing. A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses are provided in *Sec. 5.5.2 Light Manufacturing*.

Light Source. Source from which light emanates either directly from the bulb, or indirectly from a reflective enclosure, lens, or diffuser.

Limited Agriculture Related Sales. On-site sales of commodities, which are produced, grown, or raised on the subject property.

Loading Spaces, Loading, and Unloading Berths. The off-street area required for the receipt or distribution by vehicles of material or merchandise.

Local Street. A street designed primarily to provide access to abutting properties and discourage through traffic, as depicted by the Thoroughfare Plan within the Comprehensive Plan.

Lot. A Lot of Record or a tax parcel described by metes and bounds or separately in a survey which is recorded in the Office of the Recorder of Hamilton County, Indiana.

Lot Area. The net area of land bounded on all sides by front, rear, and side lot lines. Neither public nor private right-of-way is included in the lot area. Floodway, Floodway Fringe areas, and Easements are included in the calculation.

Effective on: 7/20/2018

Lot Coverage. ~~The area of a lot occupied by the primary building and any accessory structures.~~ See definition for "Impervious Area".

Effective on: 12/21/2020

Lot Depth. The horizontal distance between the front and rear lot lines.

Lot Frontage. The length of the front lot line bordering upon a public or private right-of-way or easement. The lot frontage is determined by measuring the total distance in which the front lot line touches a public or private right-of-way or easement.

Lot Lines. See figures below for illustration.

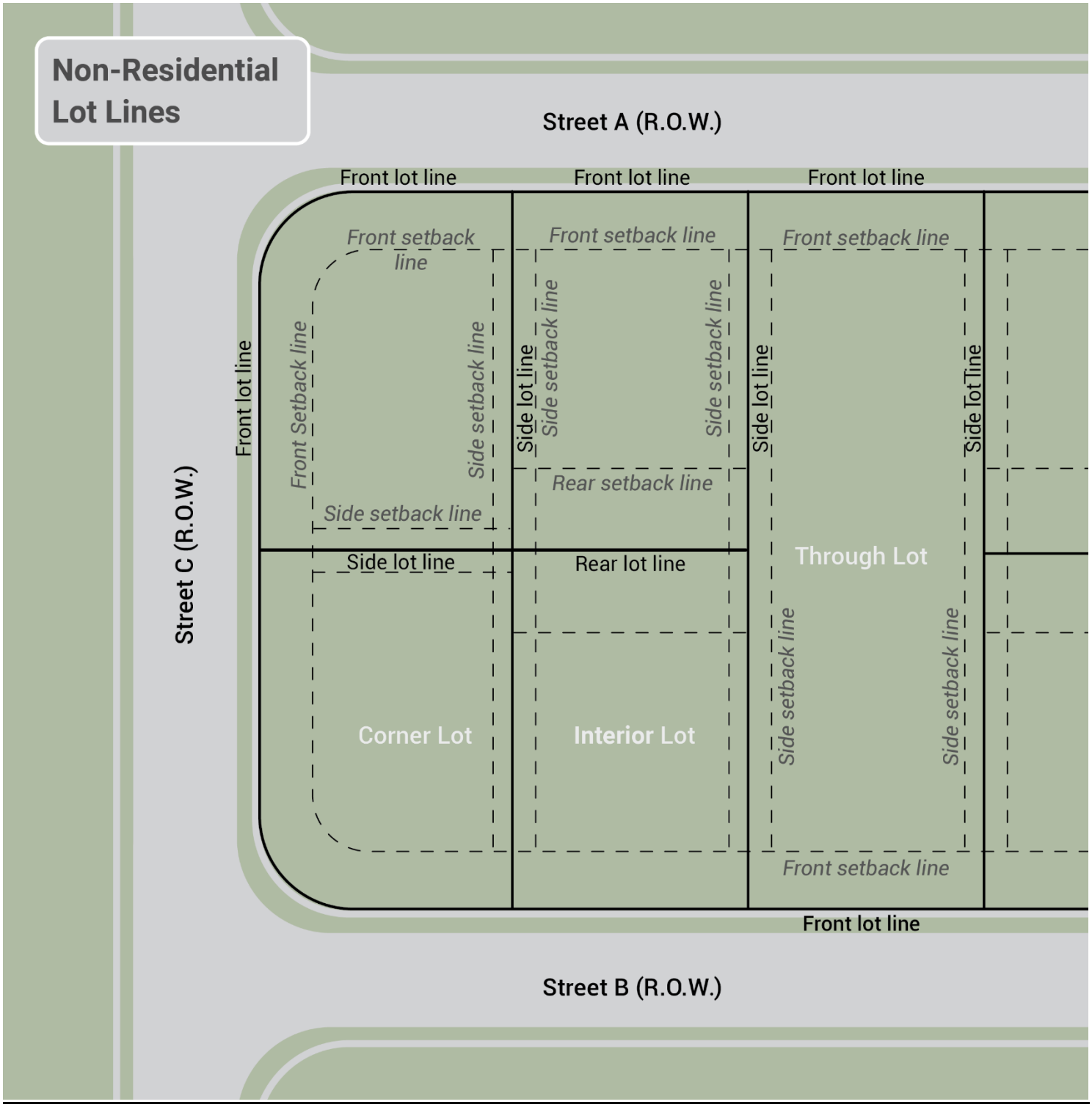
A. **Lot Line, Front.** On an interior lot, the lot line that separates the lot from the street. On corner and through lots, all lot lines that abut a street are front lot lines.

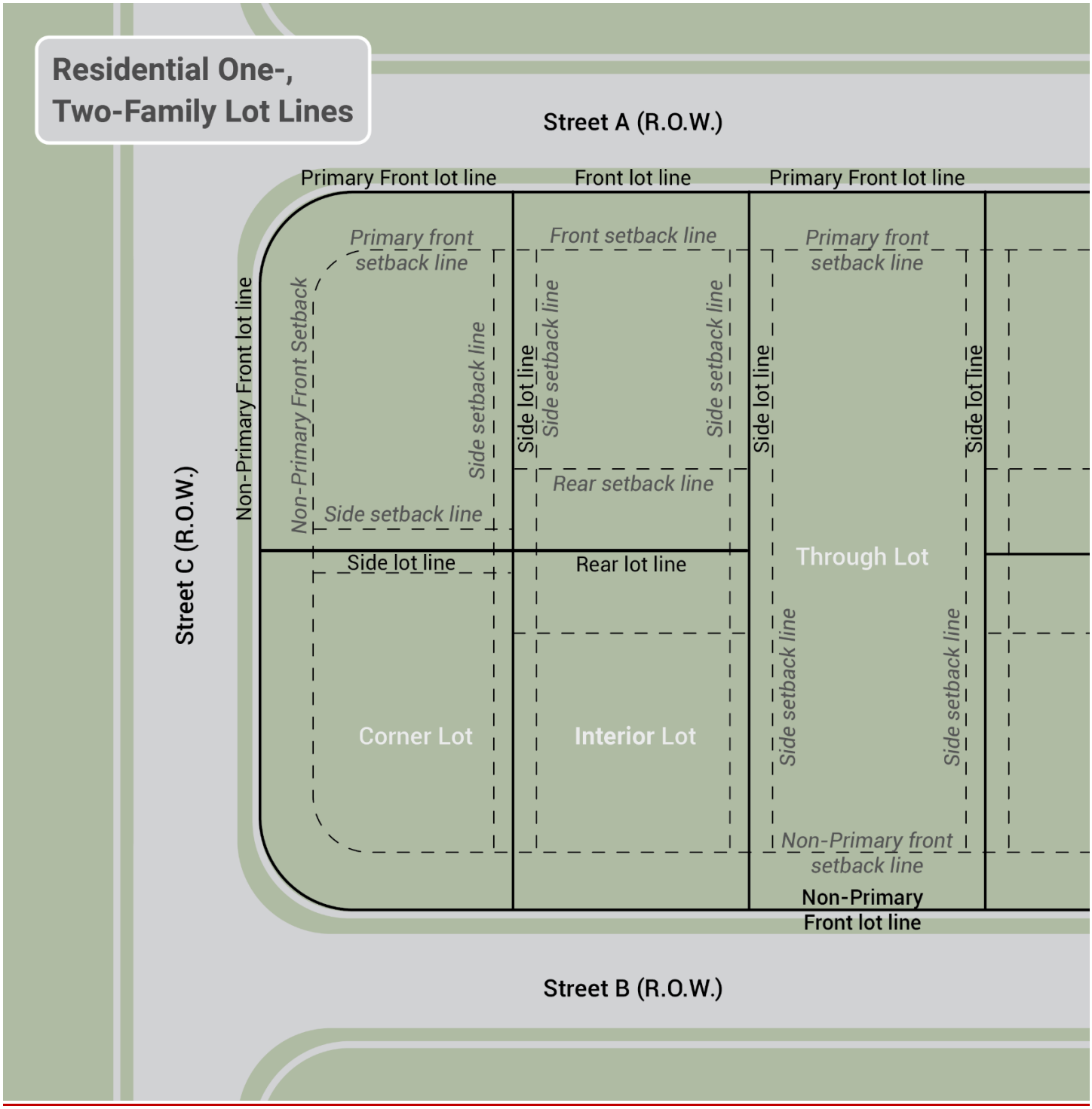
    1. **Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is the front lot line that a) abuts the highest street classification in the Thoroughfare Plan, or b) closest to the established orientation of home; or c) abuts the street on which the lot's address is platted.

    2. **Non-Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is a front lot line that is not the primary front lot line.

B. **Lot Line, Side**. Any other lot line that isn't front or rear lot line. On a corner and through lots, there are at least two front lot lines and other lot lines are side lot lines.

C. **Lot Line, Rear**. The lot line opposite of the front lot line. In the case of a triangularly shaped lot, or otherwise irregular shaped lot, a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.


Non-Residential Lot Lines
Street A (R.O.W.)
Front lot line
Front lot line
Front lot line
Front setback line
Front setback line
Front setback line
Front Setback line
Side setback line
Side lot line
Side setback line
Side setback line
Side lot line
Side Lot Line
Front lot line
Rear setback line
Side setback line
Side lot line
Rear lot line
Through Lot
Street C (R.O.W.)
Side setback line
Side setback line
Corner Lot
Interior Lot
Front setback line
Front lot line
Street B (R.O.W.)



Lot of Record. A lot which is a part of a subdivision legally recorded in the Office of the Hamilton County Recorder, or a parcel or lot described by metes and bounds, a description of which has been so recorded.

Lot Width. The dimension of a lot measured between side lot lines on the building line.

Low Impact Development. LID is a land planning and engineering design approach with a goal of replicating the pre-development hydrologic regime of urban and developing watersheds. The primary goal of LID is to mimic a site's predevelopment hydrology by reducing the impervious surface, infiltrating, filtering, storing, evaporating, and detaining runoff close to its source.

Lowest Adjacent Grade. The lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest Floor. The lowest of the following:

A. The top of the lowest floor of the structure;
B. The top of the basement floor;
C. The top of the garage floor, if the garage is the lowest level of the structure;
D. The top of the first floor of a structure elevated on pilings or pillars;
E. The top of the first floor of a structure constructed with a crawl space, provided that the lowest point of the interior grade is at or above the BFE and construction meets requirements of (F)(1); or
F. The top of the floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of floodwaters unless:
    1. The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of floodwaters, by providing a minimum of two (2) openings (in addition to doorways and windows) in a minimum of two exterior walls having a total net area of one (1) square inch for every square foot of enclosed area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher; and
    2. Such enclosed space shall be usable solely for the parking of vehicles and building access.

Lumen. Unit of luminous flux in the International System of Units (SI) equal to one (1) candela per steradian. Used to measure the amount of light emitted by lamps.

Lux (Luces plural). Unit of illuminance in the International System of Units (SI) equal to one (1) lumen per square meter.

M

Main Floor Area. That portion of Finished Floor Area located on the first (or nearest ground level) floor of the dwelling unit. The Main Floor Area of a primary structure does not include a garage, carport, deck, unfinished storage, patio, or open porch.

Major Collector. A street planned to facilitate the collection and movement of vehicular traffic between minor collectors and thoroughfares, usually located on the perimeter or boundaries of neighborhoods. These streets are to be generally located on a ½ mile grid pattern.

Major Thoroughfare. Any thoroughfare so designated on the Transportation Plan.

Maneuvering Space. An open space in a parking area that is:

A. Immediately adjacent to a parking space;
B. Used for and/or is necessary for turning, backing or driving forward a motor vehicle into such parking space; but
C. Not used for the parking of or storage of motor vehicles.

Manufactured Home. A single-family dwelling unit designed and built in a factory, installed as a permanent residence, which bears a seal certifying that it was built in compliance with the federal Manufactured Housing Construction and Safety Standards Law (1974 U.S.C. 5401 et seq.), and which also complies with the following specifications:

A. Was constructed after January 1, 1981, and exceeds 950 square feet of occupiable space per IC 36-7- 4-1106(d),
B. Is attached to a permanent foundation of masonry construction and has a permanent concrete or concrete

block perimeter enclosure constructed in accordance with the One and Two-Family Dwelling Code,

C. Has wheels, axles, and towing chassis removed,

D. Has a pitched roof with a minimum rise of 2:12, and

E. Consists of two (2) or more sections which, when joined, have a minimum dimension of 23 feet in width for at least 60% of its length.

Manufactured Home Park. A parcel of land with required improvements and utilities containing two (2) or more dwelling sites that are leased for the long-term placement of Mobile Home Dwellings and/or Manufactured Home Dwellings. A Manufactured Home Park does not involve the sales of Mobile Home Dwellings or Manufactured Home Dwellings in which unoccupied units are parked for inspection or sale.

Manufactured Home Park or Subdivision (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*)**.** A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured Housing Construction and Safety Standards Code. Title IV of the 1974 Housing and Community Development Act (42 U.S.C. 5401, as amended, previously known as the federal Mobile Home Construction and Safety Act), rules and regulations adopted thereunder, which include HUD-approved information supplied by the home manufacturer, and regulations and interpretations of said code by the Administrative Building Council of Indiana.

Mansard Sign. A mansard sign shall mean any sign attached to or erected against a mansard of a building, with the face horizontally parallel to the building wall. Since said sign is to be mounted parallel to and within the limitations of the building wall on which same is to be mounted, the same is deemed to be a wall sign and not a roof sign.

Map Amendment. See LOMA, LOMR, and LOMR-F.

Map Panel Number. The four-digit number followed by a letter suffix assigned by FEMA on a flood map. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised. (The letter “A” is not used by FEMA, the letter “B” is the first revision.)

Marker (survey). A stake, pipe, rod, nail, or any other object which is not intended to be a permanent point for record purposes.

Marquee. A fixed or temporary canopy or structure projecting from and attached to a building.

Masonry. Brick, fiber cement siding, stone, cultured stone, or stucco materials.

Massage Parlor. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations; electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with sexual conduct, or where any person providing such treatment, manipulation or service related thereto exposes specified anatomical areas.

Mean Floor Area. An average of the floor areas of like structures adjacent to the subject property.

Medical Office. Dental office, medical office, optical office, and the like.

Mining Mineral Extraction. The extraction of, or mining of, sand, gravel, rock and other earth materials, and/or minerals, and the processing, storage, stockpiling, distribution and sale thereof.

Minor Collector. A street planned to facilitate the collection of traffic from local streets, and to provide circulation within neighborhood areas and convenient ways for traffic to reach major collectors or thoroughfares.

Mitigation. Sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the cost of disaster response and recovery.

Mixed-use Development. A mixed-use development is any development or project which features more than one primary land use type. Examples of mixed-use developments would be office and retail, office and residential, single-family and multi-family, etc.

Mobile Home Dwelling. A transportable dwelling unit which is a minimum of eight (8) feet in width and which is built on a permanent foundation or tied down with perimeter skirting when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained therein, and which was manufactured either:

1. Prior to June 15, 1976 and bears a seal attached under Indiana Public Law 135, 1971, certifying that it was built in compliance with the standards established by the Indiana Administrative Building Council; or
2. Subsequent to or on June 15, 1976 and bears a seal, certifying that it was built in compliance with the Federal Mobile Home Construction and Safety Standards.

Model Home. A residence constructed for the initial purpose of showing the home to potential buyers.

Model Studio. Any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity.

Monument (survey). A permanent physical structure which marks the location of a corner or other survey point.

Motel. An establishment consisting of a group of attached or detached living or sleeping accommodations with bathroom and closet space, located on a single zoning lot, and designed for use by transient automobile travelers. A motel furnishes customary services such as maid service and laundering of linen, telephone, secretarial, or desk service, and the use and upkeep of furniture. Compensation is assessed on a day-to-day basis.

Motor Vehicle. Any passenger vehicle, truck, tractor, tractor-trailer, truck-trailer, trailer, boat, recreational vehicle, semitrailer, or any other vehicle propelled or drawn by mechanical power.

N

Nameplate. A nonelectric, on-premises identification sign giving only the name, address and/or occupation of an occupant or group of occupants.

National Flood Insurance Program (NFIP). The federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

National Geodetic Vertical Datum (NGVD). As corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

Net Site Area. Net site area is the area included within the rear, side and front lot lines of the site. Does not include existing or proposed public streets or right-of-way.

New Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the City's first floodplain ordinance.

Nonconforming Building. A building, structure, or portion thereof that does not conform to the regulations of the zoning district in which it is located.

Nonconforming Lot of Record. A lot which was created such that it does not conform to the regulations of the district in which it is located.

Nonconforming Use. A use which does not conform with the use regulations of the zoning district in which it is located.

Nonconforming Sign. A sign or portion thereof that was designed, erected, or structurally altered such that it does not conform to the regulations of the district in which it is located.

Non-cutoff Fixture. A luminaire with no control of the horizontal distribution of luminance.

Not-for-Profit Corporation. An organization or activity which provides a public service not intending or intended to earn a profit, such as tax exempt 501(c)3 charitable and/or public benefit organization.

Notice of Violation. Notice issued by the Department.

Nursery. A place where plants are grown for sale, transplanting, or experimentation.

O

Obstruction. Includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Occupancy. The portion of a building or premises owned, leased, rented or otherwise occupied for a given use.

Off-site Improvement. Any premises not located within the area of the property to be subdivided, used, or built upon whether or not in the same ownership of the applicant for subdivision approval.

Official Zoning Map. A map of the City of Fishers, Indiana, that legally denotes the boundaries of zoning districts as they apply to the properties within the planning jurisdiction. There is only one (1) Official Zoning Map, and it is kept up to date by the Commission and the Director and is located in the City Hall.

One- and Two-family Dwelling Code, Indiana. The mandatory statewide building code adopted by the Indiana Administrative Building Council for one- and two-family residential dwellings.

One-percent Annual Chance Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter 'A' is subject to the one-percent annual chance flood. See also “Regulatory Flood.”

One Hundred-year Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to the one-percent annual chance flood.

Open Space. An area of land not covered by buildings, parking structures, or accessory uses except for recreational structures. Open space may include nature areas; streams and flood plains; meadows or open fields containing baseball, football, and soccer fields, golf courses, swimming pools, bicycle paths, etc. Open space does not include street rights-of-way, platted lot area, private yard, patio areas, or land scheduled for future development (see also *Sec. 8.4.6. Open Space*).

Open Use. The use of a lot without a building.

Ornamental Tree. A deciduous tree that does not grow to over 30 feet in height at maturity. Ornamental trees typically are flowering trees.

Outdoor Sales. The temporary use of an area near a business for storage and sales of merchandise related to a holiday, season of the year, or otherwise not offered annually.

Outdoor Storage. The outdoor accumulation of goods, junk, motor vehicles, equipment, products, or materials for permanent or temporary holding.

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations, or their legal representative.

P

Painted Wall Sign. Any sign which is applied with paint or similar substance on the face of a wall. Art murals not related to commercial advertising is not regulated by the UDO.

Parapet. A low solid protective wall along the edge of a roof or balcony.

Parcel. An ownership, lot or plat, or part of an ownership, lot or plat.

Parent Tract. A lot of record as recorded on the effective date of this UDO. Multiple lots owned by one (1) person, persons in partnership, or a company and that are contiguous shall together be considered one (1) parent tract. Roads, rivers, easements, and other built or natural features shall not constitute a separation of two (2) or more pieces of land owned by one (1) person, persons in partnership, or a business.

Park. A parcel of land available to the public for passive and active recreation and is maintained and governed by the City.

Parking Lot. A hard-surfaced structure, other than an open exhibition or display area, designed and designated specifically for off-street temporary placement of motor vehicles and bicycles, and for the movement into and out of those parking spaces ~~not~~ from a street, including parking spaces, bicycle and bicycle sharing facilities, aisles, access drives, and ingress/egress areas providing vehicular access to a public street.

~~**Parking Lot.** An impervious structure designed and designated specifically for temporary storage of motor vehicles in parking spaces, and for the movement into and out of those parking spaces not from a street.~~

Parking Lot Peninsula. A planting area within a parking lot that is bounded on two opposite sides by parking spaces, on one side by a parking aisle, and on one side by a parking lot perimeter planting area.

Parking Space. A hard-surfaced portion of the parking area that is used only for the temporary placement of an operable vehicle or bicycle. ~~A space other than on a street or alley designed for use or used for the temporary parking of a motor vehicle, and being not less than nine (9) feet wide and 20 feet long exclusive of passageways.~~

Participating Community. Any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Particulate Matter. Finely divided liquid or solid material which is discharged and carried along in the air. This shall not include water droplets, commonly called steam.

Paved. A durable surface for parking, driving, riding or similar activities that utilizes asphalt, concrete, brick, paving blocks or similar material. Crushed gravel, stone, rock, or dirt, sand or grass are not permitted as a paved surface.

Pavement Width. The actual width of a street surface that includes only the area that is drivable by vehicles, excluding curbs.

~~**Pedestrian Improvements**~~

Pedestrian Improvements. Any sidewalk or walkway that is intended and suitable for pedestrian use.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Pedestrian Scale. The inclusion of building design elements at the ground or street level and the relationship between building height and streetscape. Building design elements exclusive to the first and second building story (when greater than two (2)), or inclusion of streetscape elements such as trees, decorative lighting, and benches create pedestrian scale.

Pediment. A crowning element used over doors, windows or niches.

Perimeter Lot. A subdivision lot that either:

A. Has a lot line that abuts the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision, or a frontage road located adjacent to such a street; or
B. Is separated from the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision by a common area that is sufficiently deep

to qualify as open space.

Performance Bond. An amount of money or other negotiable security paid by the subdivider, developer, or property owner or his/her surety to the City which guarantees that the subdivider will perform all actions required by the City regarding an approved plat or in other situations as stated forth in the UDO and/or as deemed by the Director that provides that if the subdivider, developer, or property owner defaults and fails to comply with the provisions of his/her approval, the subdivider, developer, or property owner or his/her surety will pay damages up to the limit of the bond, or the surety will itself complete the requirements of the approval.

Performance Guarantee. Any guarantee which may be accepted in lieu of a requirement that certain improvements be made before the Commission approves the Record Plat, including by way of illustration, but not limited to, subdivision bonds, irrevocable letter of credit, escrow agreements, deposit agreements, and other similar collateral or surety arrangements approved as valid and enforceable by the Commission.

Permanent Foundation. A structural system for transposing loads from a structure to the earth at a depth below the established frost line without exceeding the safe bearing capacity of the supporting soil.

Permanent Perimeter Enclosure. A permanent perimeter structural system completely enclosing the space between the floor joists of the home and the ground, except for the necessary openings, constructed in accordance with the One- and Two-family Dwelling Code.

Permanent Sign. A sign permanently affixed to a building or the ground.

Personal Garden. A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, and trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

Personal Services. An establishment primarily engaged in providing services involving the care of a person ~~or animal.~~ Types of personal services are provided in *Sec. 5.4.7 Personal Services*.

Pet Grooming. A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.

Petitioner. The property owner or a person legally empowered in writing by the property owner to act on the property owner's behalf and who thereby has the property owner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property. The term includes the petitioner's representative.

Petitioner's Representative. A person legally empowered in writing by the petitioner to act on the petitioner's behalf and who thereby has the petitioner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property.

Physical Map Revision (PMR). Is an official republication of a community's FEMA map to effect changes to base (1%) flood elevations, floodplain boundary delineations, regulatory floodways, and planimetric features. These changes typically occur because of structural works or improvements, annexations resulting in additional flood hazard areas, or correction to BFEs or SFHAs.

Place. An open, unoccupied, officially designated space, other than a street or alley, permanently reserved for use as the principal means of access to abutting property.

Place of Worship. A structure and outdoor or indoor facilities used for public worship and accessory educational, cultural, and social activities.

Planned Unit Development. A large-scale unified development meeting the requirements for zoning approval under the provisions of *Sec. 10.2.16. Planned Unit Development* of the UDO. Generally, a planned unit development consists of a parcel or parcels of land, controlled by a single landowner, to be developed as a single entity which does not correspond in size of lots, bulk or type of buildings, density, lot coverage, and required open space to the regulations established in any zoning district of the UDO.

Effective on: 7/20/2018

Planning Jurisdiction. The territory or area in which the Commission has statutory authority to adopt a Comprehensive Plan, consisting of the present City limits and those contiguous areas which will from time to time be annexed to the City.

Plant Material. Trees, shrubs, perennials, vegetative ground cover, and the like.

Plat. A map or chart that shows a division of land and/or the layout for subdivisions that is intended to be filed for record.

Pole Sign. A sign which is supported by one or more poles, posts, or braces upon the ground, not attached to or supported by any building, with a clear space more than six (6) feet from the finished grade to the bottom of the sign face.

Person. A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

Porch. A roofed-over structure projecting out from the wall or walls of a main structure and commonly open to the weather in part.

Portable Sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu or sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in normal day-to-day operations of the business.

Portico. A major porch usually with a pedimented roof and supported by columns.

Practical Difficulty. A difficulty with regard to one's ability to improve land stemming from regulations of this UDO. A practical difficulty is not a "hardship," rather it is a situation where the owner could comply with the regulations within this UDO, but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Premises. A lot or plat including buildings thereon, if any.

Preservation Easement. Those places on a lot or development that are identified for the purposes of maintaining an area of vegetation in its pre-development state. Plant life may not be removed from a preservation easement, with the following exceptions: if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Under no circumstance shall utilities or other site work be done in preservation easements. The City of ~~City~~ Fishers may be permitted to do limited work in Preservation Easements only at the direction of the Council.

Primary Plat. The primary plat, pursuant to IC 36-7-4-700, is the plat and plans upon which the approval of a proposed subdivision is based. The primary plat and plans shall be subject to public notice and public hearing according to law and according to Commission rules.

Primary Structure. The building or structure in which the primary use of the lot or premises is located or conducted. With respect to residential uses, the primary structure shall be the main dwelling. Where a substantial part of an accessory structure is attached to the primary structure in a substantial manner, as by a roof, such accessory structure shall be counted as a part of the primary structure.

Primary Use. The main use of land or buildings as distinguished from an accessory use. A primary use may be a permitted use, conditional use, or a special exception.

Private Garage. A detached accessory building or an attached portion of a primary building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

~~**Private Kennel.** A place for keeping up to four (4) adult dogs, or other small animals for personal use and enjoyment which is subordinate to the primary use. Private kennels are not regulated in the UDO and are~~

~~permitted in all zoning districts.~~

~~**Private School.** Private primary, grade, junior-high, high or preparatory school or academy.~~

Private Street. A right-of-way which has the characteristics of a street, as defined herein, except that it is not dedicated to the public use. A driveway which is located on a lot and which serves only the use on that lot is not considered as a private street.

Private Through Street. A paved surface consisting of a roadway, driveway, parking lot or the like which carries vehicular traffic from a dedicated public street to a dedicated public street.

Professional Office. An office used by members of a recognized profession such as architects, artists, dentists, engineers, lawyers, musicians, planners, physicians, surgeons, pharmacists, and Realtors or insurance agents and brokers.

Professional Office Center. An architecturally organized and functional grouping of professional offices and appropriate associated and accessory uses which is the central feature of a site plan composed of building area, parking area, landscaped reservation and plantation, and other land features appropriate for its use as a professional office enterprise, designed to serve residential neighborhoods, and shall conform to the standards and requirements of this chapter.

Project Site. A term describing the area of the entire site for a development that might include smaller, individually platted lots.

Projecting Sign. Any sign other than a wall sign affixed to any building or wall whose leading edge extends beyond such building or wall.

Public Improvement. Any storm drainage facility, street, highway, parkway, sidewalk, pedestrian-way, tree, lawn, off-street parking area, lot improvement, utility, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

Public Parking Area. An open area, other than a street or alley designed for use or used for the temporary parking of more than four motor vehicles when available for public use, whether free or for compensation, or as an accommodation for clients or customers.

Public/Private Parking Area. A group of parking spaces in an open area not including any part of a street or alley, designed or used for temporary parking of motor vehicles.

Public Safety and Nuisance. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) Anything that is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Public School. A public institution which offers instruction in any of the branches of learning and study comparable to that taught in the public schools under the Indiana School Laws, including pre-kindergarten, kindergarten, elementary school, and junior and senior high schools, but excluding trade, business, or commercial schools.

Public Space. Facilities such as public roads, parks, pathways, and open space corridors. May also be facilities owned privately but open to the public, such as HOA pathways connected to larger networks. Common areas serving as an amenity for commercial and multi-family developments are also considered to be public space.

Public Street. All property dedicated or intended for public highway, freeway, or roadway purpose or subject to public easements therefore.

Public Utility Installation. The erection, construction, alteration, or maintenance by public utilities, municipal department commissions or common carriers of underground, surface or overhead gas, oil, electrical, steam, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers and other similar equipment and accessories in connection therewith, by public utility or municipal departments, commissions, or common carriers, for the public health or safety or general welfare.

Public Utility. Any person, firm, or corporation duly authorized to furnish under public regulation to the public, electricity, gas, steam, telephone, fiber optics, transportation, water, or sewage systems.

Q

Quoins. Units of stone or brick used to accentuate the corners of a building.

R

Reclaimed Wood. Reclaimed wood is that which is derived from a pre-existing man-made structure. This wood may have come from an old house, a boat, barn or an industrial building. Reclaimed wood shall be of high quality materials, suitable for exterior use.

Recreational Area or Facility. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development, and which is also accessible for use by the public through associate membership subscription or user fees. The term includes community golf courses, swimming pools, tennis courts, basketball courts, and the like.

Recreational Vehicle. A vehicular-type portable structure without permanent foundation that can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including but not limited to, travel trailers, truck campers, camping trailers, boats, and motor homes. A recreational vehicle shall not be used as living quarters. Also, a vehicle that is:

A. Built on a single chassis;
B. 400 square feet or less when measured at the largest horizontal projections;
C. Designed to be self-propelled or permanently towable; and
D. Designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

Recreational Vehicle Park. Any commercially zoned site, lot, field, or tract of land under single ownership, or ownership of two (2) or more people, designed with facilities for short term occupancy for recreational vehicles only.

Registered Land Surveyor. A land surveyor properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

Registered Professional Engineer. An engineer properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

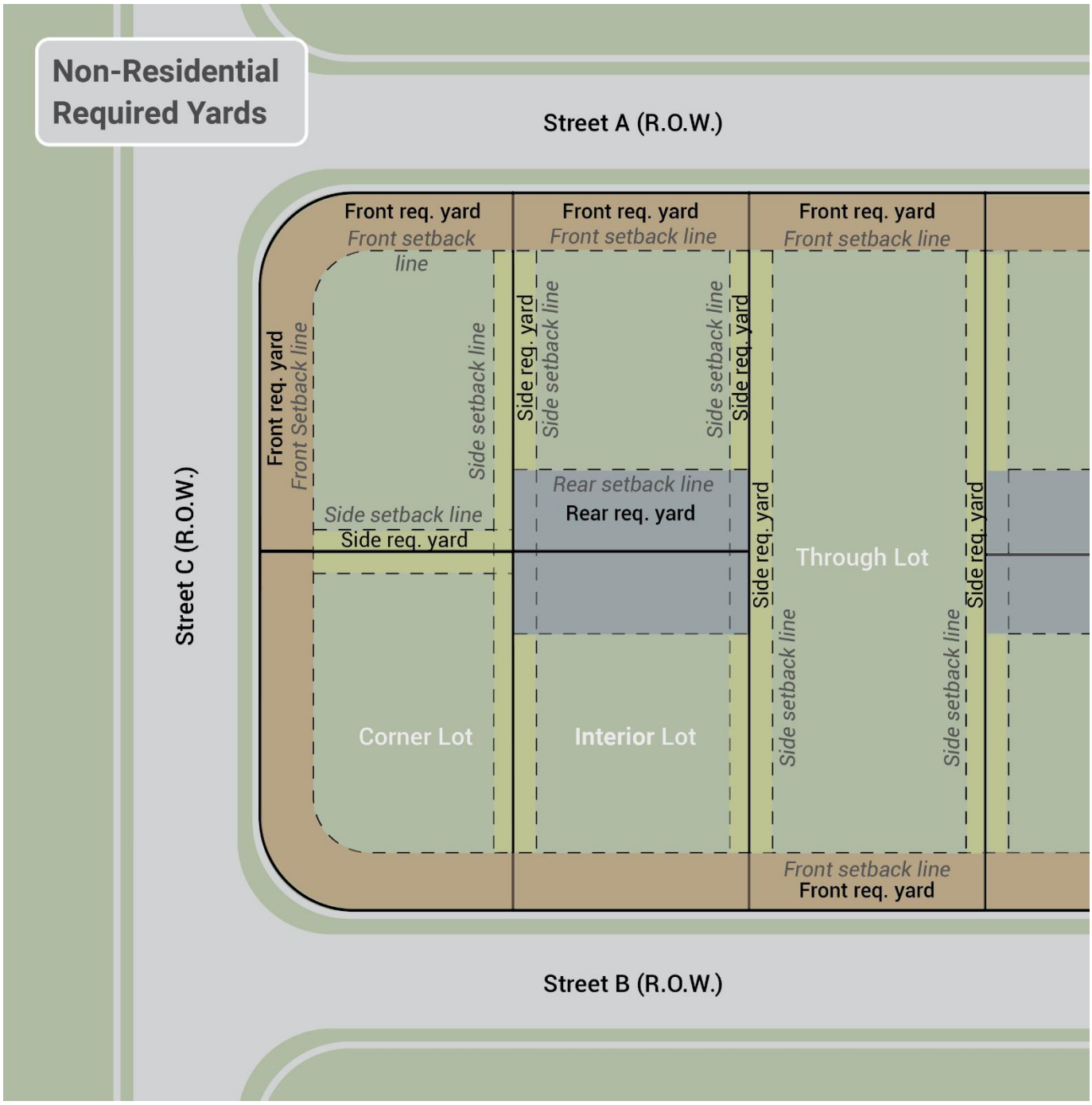
Regulatory Flood. The flood having a 1% chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by DNR and the FEMA. The regulatory flood elevation at any location is as defined in *CHAPTER 9. FLOODPLAIN STANDARDS*. The "Regulatory Flood" is

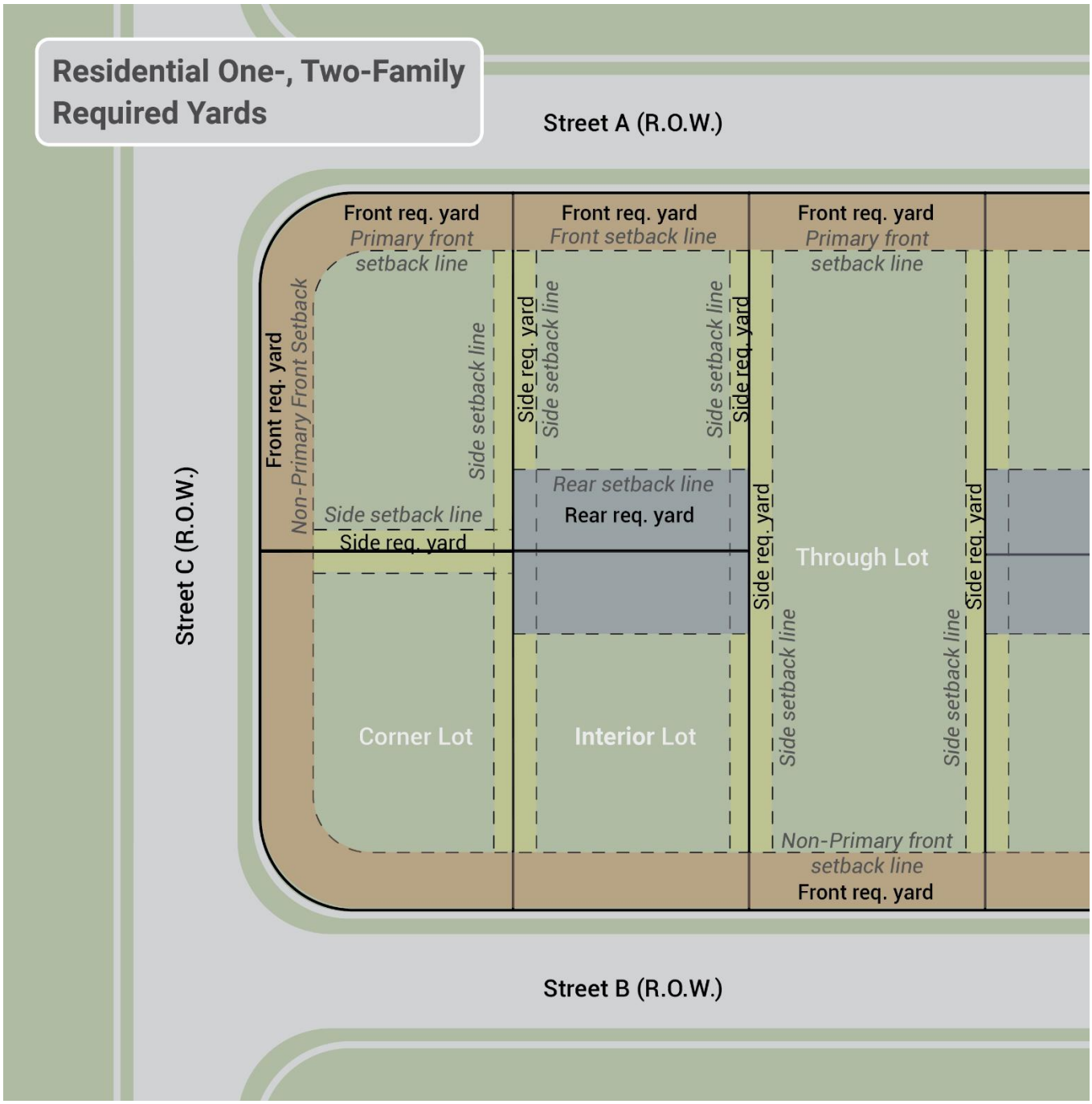
also known by the term “Base Flood,” “One-percent Annual Chance Flood”, and “100- year Flood.”

Repetitive Loss. Flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period ending on the date of the event for which the second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

Required Yard. See figures below for illustration.

1. Front. An open space unobstructed to the sky extending fully across the full width of the lot between the front property line and the front setback line. On corner lots and through lots, there shall be at least two (2) front yards as determined by the street frontages. ~~A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the front lot line and the building setback line.~~
2. Side. An open space unobstructed to the sky extending the length of the lot situated between a side lot line and a side setback line and terminates at the point of contact with any rear or front yards or any lot line, whichever occurs first. ~~A yard extending the full depth of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the width of which is the least distance between the side lot line and the minimum side setback line.~~
3. Rear. An open space unobstructed to the sky extending fully across the full width of the lot between the rear setback line and the rear lot line. ~~A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the rear lot line and the minimum rear setback line.~~


Non-Residential Required Yards
Street A (R.O.W.)
Street B (R.O.W.)
Street C (R.O.W.)
Front req. yard
Front setback line
Front Setback line
Side setback line
Side req. yard
Rear setback line
Rear req. yard
Corner Lot
Interior Lot
Through Lot



Replat. A subdivision or plat, the site of which has heretofore been platted or subdivided with lots or parcels of land. It may include all or any part of a previous subdivision or plat.

Responsible Party. Any person, firm or corporation that uses property in violation of this UDO or knowingly permits another person, firm or corporation to do so.

Restaurant/Bar. A facility that prepares and sells food and drink for on- or off-premise consumption.

Retail Use. Uses involved in the sale, lease, or rental of new or used products. Retail uses are provided in *Sec. 5.4.9. Retail Sales*.

Retirement Community. An age-restricted development, which may include detached and attached dwelling units, apartments, and may also have a nursing home component.

Reverse Channel Letters. Individually mounted opaque, internally backlit letters which illuminate the wall or surface to which they are attached.

Reversed Interior Lot. An interior lot, the front lot line of which is formed by a street, which street also forms the side lot line of an abutting corner lot. The corner lot is considered abutting even though separated from the interior lot line by an alley.

Right-of-way. A strip of land occupied or intended to be occupied by transportation facilities, public utilities, or other special public uses. Rights-of-way intended for any use involving maintenance by a public agency shall be dedicated to the public use by the maker of the plat on which such right-of-way is established.

Riparian Area. Wooded or vegetated areas along creeks, streams, rivers or designated regulated drains. The area on each bank designated as a riparian area shall be no wider than the average width of the creek, stream or river at normal flow elevation, but be no less than 10 feet in width from the top of banks.

Roadway Width. The paved area of a street measured from back of curb to back of curb.

Roof Line. In the case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the midpoint of between the roof eave and the ridge of the roof exclusive of cupola, pylon, chimney or other minor projections.

Roof Plane. A roof plane is defined as having at least three separate edges.

Roof Ridge. The roof ridge is the top horizontal edge of a pitched roof.

Roof Root Protection Zone. Generally, 18 to 24 inches deep and a distance from the trunk of a tree equal to one- half (½) its height or its drip line, whichever is greater.

S

Sales Office. A trailer, model home, or the like used as a showroom or office for the sales of homes.

Salutogenic Amenity. An amenity designed to help restore human physical and psychological personal and social well-being by creating publicly available space for them to be active, to recover from mental fatigue and stress, and to regulate their emotions.

Salutogenic Amenity Typologies are the types of spaces with certain design features that help restore human physical and psychological personal and social well-being. The definitions of these typologies are inspired by the framework provided in the book *Restorative Cities*: *Urban Design for Mental Health and Wellbeing (2021)* (authors: Roe, J., & McCay, L. Publisher: Bloomsbury Publishing). The following are SA typologies:

- **Neighborly**. Spaces that support social mingling, cohesion, and conviviality by encouraging human interaction and liveliness during their everyday lives.
- **Green**. Green spaces are natural or man-made spaces that have plantings like trees, shrubs, flowers, ornamental grasses and such.
- **Blue**. Blue spaces offer access to viewing water settings (e.g., fountain, swimming pool, pond, lake, river).
- **Active**. Active spaces contain design features that encourage physical mobility such as trails, outdoor gyms, sports courts, swimming pools, and so on.
- **Playable**. Playable spaces have design features that offer opportunities for all-age creativity and play.
- **Sensory**. Sensory spaces use design features that can immerse people's senses (sight, smell, hearing, touch, taste) and create a pleasant atmosphere.

Salutogenic Amenity, Regular. A Salutogenic Amenity that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 30 feet wide along any of its narrowest sides, and features design elements from at least two Salutogenic Amenity Typologies.

Salutogenic Amenity, Community. A Salutogenic Amenity designed with the focus on social well-being that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 50 feet wide along any of its narrowest sides, and features design elements from each of the following SA typologies: Green, Neighborly, and Active; and at least one of the other SA Typologies: Sensory, Blue, Playable.

Satellite Dish/Antenna. An apparatus capable of receiving communications from and/or sending to a relay located in a planetary orbit, or broadcasted signals from transmitting towers.

School, Preschool through K-12. A public, private, or parochial institution that offers instruction in any of the branches of learning and study comparable to that taught in the public schools through high school level under the Indiana School Laws, including pre-school, pre-kindergarten, kindergarten, elementary school, and junior and senior high schools. This use does not include "School, Trade or Business," or "School, College or University."

School, Trade or Business. A postsecondary educational and/or training facility, other than a College/University, with a curriculum that is not comparable to that taught in the public schools through the high school level and offers instructional or educational services or training in a technical, professional, mechanical, business, or industrial occupation.

School, College or University. A postsecondary degree-bearing educational institution other than a "School, Trade or Business" that provides full-time or part-time education beyond high school.

Secondary Plat. The secondary plat, pursuant to IC 36-7-4-700, is the final plat document in recordable form. A secondary plat shall substantially conform with the preceding primary plat, or section thereof. The secondary plat and plans are not subject to public notices and public hearings.

Semi-Pervious Surface (or material). A material that allows for at least 40 percent absorption of water into the ground or plant material, such as pervious pavers, permeable asphalt, permeable concrete, or gravel. Also includes green roofs.

Serving Unit. A window of a building, an accessory structure, or location on the lot that is part of a drive-through feature, used to receive payment and/or provide service related to the primary use.

Setback. The minimum or maximum horizontal distance between a property line and a setback line, as established by this UDO. ~~The minimum horizontal distance between the building line and a lot line or right-of-way line.~~

Setback Line. A line established by the UDO, generally parallel with and measured from the lot lines, defining the limits of the required yards.

Shopping Center, Business Park, Office Park, Industrial Park, or Other Grouping. A project of one (1) or more buildings that has been planned as an integrated unit or cluster on property under unified control of ownership at the time that zoning was approved by the City.

Short-Term Rental. In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.

Short-Term Rental, Owner-Occupied. In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.

Short-Term Rental, Not Owner-Occupied. Is a short-term rental property that is not property owner's primary residence.

Short-Term Rental Platform. In accordance with IC 36-1-24-7, an entity that provides an online platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects fees for the rental from the occupant.

Sign. Any name, identification, description, display, or illustration which is affixed to, painted on, or is represented directly or indirectly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization, or business.

(Ord. 041822E, 05/16/2022)

Effective on: 5/16/2022

Sign Area. The entire area within a regular geometric form or combination of such forms comprising all the display area of the sign or any object which attracts attention to be drawn towards the sign. Signs which are made of individual letters shall be calculated by measuring the total vertical distance by total horizontal distance of such letters. Structural supports shall not be included in the sign area calculation provided that the structural support is not an integral portion of the sign.

Sign Clearance. The smallest vertical distance between the grade, grade of the adjacent street or street

curb, and the lowest point of any sign, including framework and embellishments, extending over that grade.

Sign Face. The area of a sign on which the copy is placed or that draws attention to the sign.

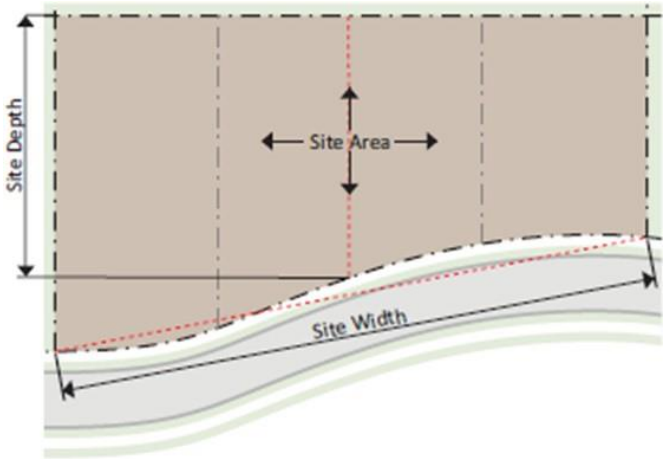
Sign Height. The vertical distance measured from the highest point of the sign face to the grade of the adjacent street or the surface beneath the sign.

Sign Permit. A document signed by the Department stating that a proposed sign has met ~~with~~ the general provisions of this UDO.

Sign Structure. The structure to which a sign is affixed including the structural base or supports.

Signature Monument Sign. A free-standing ground sign that is located at the entrance to a subdivision or apartment complex that is mounted on a signature monument. Examples of signature monuments, include, but are not limited to: a fountain, clock tower, masonry gazebo, outdoor plaza with water feature, etc.

Site. A site is any lot or group of contiguous lots owned or functionally controlled by the same person or entity, assembled for development



Site Width. The dimension of a lot measured between side lot lines generally running perpendicular to a street

Site Depth. The horizontal distance between the front and rear property lines measured midway between the side property lines.

Small Farm Animals. Small farm animals are small domestic farm animals such as, but not limited to, chickens, ducks, and rabbits.

Small Integrated Center. Small integrated center is any multi-tenant building primarily featuring commercial retail and service uses with less than 30,000 square feet.

Soil Map. A National Cooperative Soil Survey prepared by USDA Soil Conservation Service in cooperation with Purdue Experiment Station and the Hamilton County Soil and Water Conservation District.

Solar Energy System (SES). A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

> **SES, Commercial.** Pursuant to IC 8-1-42-2, it is a solar energy system that has a nameplate capacity of at least ten (10) megawatts and captures and converts solar energy into electricity for the purpose of selling the electricity at wholesale and for use in locations other than where it is generated. It may

be designed as freestanding, parking lot canopy, roof- or wall-mounted, or a combination of any of these SES as defined in this UDO.

SES, Freestanding. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure other than parking lot canopy solar energy systems.

SES, Parking Lot Canopy. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure, which is used in a parking lot or the top story of a parking structure to shade vehicles parked in such lot or structure.

SES, Roof-Mounted. A solar energy system that is structurally affixed to a roof of a principal or accessory structure.

SES, Wall-Mounted. A solar energy system that is structurally affixed to or an integral part of a principal or accessory building (e.g., solar panel awnings, solar panels built into the walls or skylights).

Solar Reflectance Index (SRI). A measure of a constructed surface's ability to reflect solar heat, as shown by a small temperature rise. The measure utilizes a scale from 0 to 100 and is defined so that a standard black surface is 0 and a standard white surface is 100. To calculate for a given material, obtain the reflectance value and emittance value for the material; calculate the SRI according to ASTM E 1980-01 or the latest version.

Special Event Sign. A sign upon which information about events or activities conducted by religious, civic, educational, community, governmental, or similar organizations is displayed.

Special Exception. A use which may be permitted in a district only if it meets special conditions, and upon application, is specifically authorized by the Board.

Special Exception Permit. A document issued verifying the permitting of a use within a district other than a primarily permitted use.

Special Flood Hazard Area (SFHA). Those lands within the jurisdictions (including extraterritorial jurisdictions) of the City subject to inundation by the regulatory flood. The SFHAs of the City are generally defined as such on the Hamilton County, Indiana and Incorporated Areas Flood Insurance Rate Map prepared by the FEMA, dated February 19, 2003, as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. The SFHAs of those parts of unincorporated Hamilton County, Indiana that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Hamilton County, Indiana and Incorporated Areas FIRM prepared by the FEMA and dated February 19, 2003 as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. (These areas are shown on a FHBM or FIRM as Zone A, AE, A1-A30, AH, AR, A99, or AO).

Special Handling. Retail businesses that sell products that require special handling due to risks to public safety.

Specimen Tree. Trees with a caliper of 24 inches or greater and that are not found in Exhibit LA-B: Invasive and Poor Characteristic Species of the City of Fishers Approved List of Recommended Species.

Stacking Space. An off-street area, separate from or in addition to, the required parking area, reserved for the temporary retention of vehicles that are queuing up or utilizing the services of a drive-through service unit.

Story. That portion of a building, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be the story.

Street. Any vehicular right-of-way that:

A. Is an existing State, County, or municipal roadway;
B. Is shown upon a plat approved pursuant to law;
C. Is approved by other official action; or
D. Is shown on a plat duly filed and recorded in the Office of the Hamilton County Recorder; includes the land between the street lines, whether improved or unimproved.

Street Width. The shortest distance between the lines which delineate the right-of-way of a street.

Structural Alteration. Any change in the supporting members of a building or structure such as bearing walls, partitions, columns, beams or girders, or any change in the footprint or increase in the size of living space. Also, substantial roofing and siding work when repairs are made to the structure beneath.

Structure. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) A structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

Structure. Anything constructed or erected which requires location on the ground or attachment to something having a location on the ground, including but not limited to buildings, sheds, detached garages, mobile homes, manufactured homes, above-ground storage tanks, freestanding signs and other similar items.

Subdivider. Any person or persons, firm or corporation engaged in developing or improving a tract of land which complies with the definition of a subdivision as defined in the UDO.

Subdivision. The division of a parent tract or other piece of land into at least two (2) smaller lots or the combination of two (2) or more smaller lots into one (1) lot so that, either now or in the future, the subdivider can transfer ownership, construct buildings or establish a use other than vacant, or create new building sites for leasehold, and as further defined in the UDO.

Subdivision Control Ordinance. An ordinance relating to subdivision control regulations codified in the UDO.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Sunroom. A sunroom is a structure, either attached or integrated into a building such as a home, restaurant, or office, which allows enjoyment of the surrounding landscape while being sheltered from adverse weather. ~~Sunrooms that encroach into a required rear yard setback as allowed in *Sec. 6.16.3. Setback Encroachment*~~ cannot be converted into a living, sleeping or conditioned space as defined by the International Residential Code.

Suspension. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) The removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Swimming Pool. A self-contained body of water at least 24 inches deep and eight (8) feet in diameter or width and used for recreational purposes. It may be above or below ground level. Above ground swimming

pools shall be considered an accessory structure/use. Below ground swimming pools shall not be considered an accessory structure but shall be considered an accessory use.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

T

Telecommunication Facility. A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use in connection with the commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

Telecommunication Tower. Any structure that is designed and constructed primarily for supporting one (1) or more antennas. The term includes: radio and television transmission towers, microwave towers, cellular telephone and wireless communication towers, alternative tower structures and the like.

Temporary Certificate of Occupancy. A certificate with a specific expiration date issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure does not fully comply with the provisions of all applicable City Codes and Ordinances, but may be occupied for the specified period subject to conditions stipulated on the certificate.

Temporary Use/Structure. A land use or structure established for a limited and fixed period.

Temporary Use Permit. A permit with a specific expiration date issued by the Director stating that a proposed temporary use or structure complies with the applicable provisions of the UDO.

Tenant Space. An area of a building intended for the use of a single business with a separate external entrance.

Temporary Structure. A tent, awning, or the like used as a temporary shelter, cover, or device.

Theater. A facility for audio and visual productions and performing arts, excluding adult motion picture theaters and adult entertainment businesses.

Thoroughfare Plan. The part of the Comprehensive Plan, now or hereafter adopted, which includes a plan for major streets and highways and sets forth the location, alignment, dimensions, streets, highways, and other thoroughfares.

Trade, Business, or Commercial School. An educational facility which offers instruction specific to a trade, business, or commercial.

Tree Canopy. The area of the property under the trees that consists of the total crown spreads or driplines of all trees existing and/or proposed on-site.

Tree Canopy Coverage is an area on the lot under the tree canopy measured as the sum of the canopy at maturity of the individual trees located on the lot.

Tree Canopy Coverage Percentage is a required tree canopy coverage calculated as a percentage of a certain area or a lot as prescribed by this UDO.

Tree Size.

- **Small Tree**. A tree with mature height of less than thirty (30) feet.
- **Medium Tree**. A tree with mature height between thirty (30) and seventy (70) feet.
- **Large Tree**. A tree with mature height over seventy (70) feet.

Through Lot. A lot having frontage on two (2) parallel or approximately parallel streets.

Tower Setback. The horizontal distance from the base of the tower to an abutting property line and/or proposed right-of-way.

Townhouse. One of several individual housing units constructed with a common roof, front wall and rear wall.

Township. Fall Creek Township and Delaware Township in Hamilton County, Indiana.

Truck Stop. A multiple-use facility that may be comprised of overnight parking for trucks and two (2) or more of the following:

1. Restaurant;
2. Gas station;
3. Scales;
4. Shower facilities;
5. Convenience store.

Turf. Lawn-type grasses that are intended to be manicured and maintained at no more than eight (8) inches of height.

U

Use. The purposes for which land, building, or structure thereon is designed, arranged, or intended, or for which it is occupied, maintained, let, or leased.

Use Variance. The approval of a use other than that prescribed by the UDO, an act granted by IC 36-7-4- 918.3.

V

Variety Store. A retail establishment that sells a multitude of consumer goods.

Vehicle Maintenance/Retail/Service Facility. A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase, with no overnight storage of vehicles at this facility. ~~A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase. Vehicles shall not be stored overnight at these facilities.~~

Vehicle Service/Repair Facility. A facility where providing vehicular service is the primary use of the structure/ business including accessory indoor or outside storage of vehicles for limited time. ~~Facility where providing vehicular service is the primary use of the structure/ business. May require storage of vehicle outside for limited periods of time, any such areas shall be screened in accordance with *Article 6.10. Outdoor Display & Storage Standards*.~~

Effective on: 7/20/2018

Vehicle Sign. A sign on a vehicle of any kind, provided the sign is painted or attached directly to the body of the vehicle and does not project or extend beyond 15 inches from the original body proper of the vehicle.

Veterinary Clinic. A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a “Kennel,” and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.

Vibration. Oscillatory motion transmitted through the ground.

Violation. The erection, alteration, enlargement, maintenance or use of any building, structure or land in

violation of any provision of the UDO, the sign ordinance, the weed ordinance, or the building codes of the City applicable to such building, structure or land in the zoning district in which it is located.

Vision Clearance on Corner Lots. A triangular space at the street corner of a corner lot, free from any kind of obstruction to vision, the standards for which are set forth in *Article 6.20. Vision Clearance Standards*.

W

Wall Sign. A sign affixed directly to or painted on or otherwise inscribed on an exterior wall and confined within the limits thereof of any building and which projects from that surface less than 12 inches at all points.

Water Surface Elevation. The height, in relation to the North American Vertical Datum of 1988 (NAVD 88) or National Geodetic Vertical Datum (NGVD) of 1929, (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse. A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Wind Energy System, Large. A facility or equipment that converts wind energy into electrical power for the primary purpose of sale, resale, or off-site use and that has an output rating greater than 100 KW.

Wind Energy System, Small. A facility or equipment that converts wind energy into electrical power primarily to support the principal use(s) on the same property, that is mounted to the ground or a rooftop, and that has a rated capacity of 100 KW or less.

Wood. The wood of trees cut and prepared for use as an exterior building material.

Wooded Lot. An area which contains trees at a rate above 250 cumulative inches DBH per acre. Trees under two and one-half (2.5) inches DBH are not included in the cumulative DBH calculation per acre.

X

'X' Zone. The area where the flood hazard is less than that in the SFHA. Shaded X Zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2% chance of being equaled or exceeded (the 500-year flood). Unshaded X Zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2%. See also "Zone B, C, and X."

Y

Yard. A space on the same lot with a primary building that is open and unobstructed except as otherwise authorized by this UDO. ~~All required yards shall be kept free of all material including but not limited to, buildings, structures, material for sale, storage, advertising or display to attract attention and parking lots.~~

Z

Zone. A geographical area shown on a FHBM or FIRM that reflects the severity or type of flooding in the area.

Zone B, C, and X. Areas identified in the community as areas of moderate or minimal hazard from the principal source of flood in the area. However, buildings in these zones could be flooded by severe,

concentrated rainfall coupled with inadequate local drainage systems. Flood insurance is available in participating communities but is not required by regulation in these zones. (Zone X is used on new and revised maps in place of Zones B and C.) See also "'X' Zone."

Effective on: 7/20/2018

Zoning District. Areas within the City for which uniform zoning regulations governing use, height, area, size, intensity of use of buildings and land, and open spaces about buildings, are established by this UDO. Zoning districts are drawn on the Official Zoning Map.

Zoning Ordinance. Those sections of the UDO, now or hereafter adopted, that include the Official Zoning Map, regulations, requirements and procedures for the establishment of land use controls.

ORDINANCE NO. 022425F

**AN ORDINANCE OF THE COMMON COUNCIL
AMENDING THE ZONING ORDINANCE
OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

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

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. TA-25-2 as required by law in regard to the Text Amendment; and

WHEREAS, the Plan Commission, at its meeting on April 2, 2025, sent a favorable recommendation to the Common Council by a vote of _8_ in favor and __0_ 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. The Fishers Unified Development Ordinance is hereby amended per Exhibit A;

Section 2. PRUPOSE STATEMENT. The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall Purpose & Intent provisions of Chapter 1, Zoning Districts regulations of Chapter 3, Use Regulations of Chapter 5, and Definition of Chapter 12.

Section 3. All other provisions of the Fishers Unified Development Ordinance 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 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 21st of April, 2025.

ORDINANCE NO. 022425F

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 ___21st_____ day of _April_____2025 at _____p

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ **___April 21, 2025_____**

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ **_____**

Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey 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 Bennett

Exhibit A

Unified Development Ordinance
Chapter 1, Chapter 3, Chapter 5 and Chapter 12

ORDINANCE NO. 022425F

**AN ORDINANCE OF THE COMMON COUNCIL
AMENDING THE ZONING ORDINANCE
OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

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

WHEREAS, the Advisory Plan Commission for the City of Fishers ("Plan Commission") has conducted a public hearing on Docket No. TA-25-2 as required by law in regard to the Text Amendment; and

WHEREAS, the Plan Commission, at its meeting on April 2, 2025, sent a favorable recommendation to the Common Council by a vote of _8_ in favor and __0_ 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. The Fishers Unified Development Ordinance is hereby amended per Exhibit A;

Section 2. PRUPOSE STATEMENT. The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall Purpose & Intent provisions of Chapter 1, Zoning Districts regulations of Chapter 3, Use Regulations of Chapter 5, and Definition of Chapter 12.

Section 3. All other provisions of the Fishers Unified Development Ordinance 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 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 21st of April, 2025.

ORDINANCE NO. 022425F

COMMON COUNCIL OF THE CITY OF FISHERS,

HAMILTON COUNTY, INDIANA

YAY		NAY	ABSTAIN
	Pete Peterson, Member		
	John DeLucia, Member		
	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 ___21st_____ day of _April_____2025 at ____8:40____pM

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ ___**April 21, 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

Unified Development Ordinance
Chapter 1, Chapter 3, Chapter 5 and Chapter 12

CHAPTER 1. INTRODUCTORY PROVISIONS

Contents:

Article 1.1. Fishers Vision
Article 1.2. Legal Provisions
Article 1.3. Applicability
Article 1.4. Official Zoning Map
Article 1.5. Building Type

Article 1.1. Fishers Vision

Sec. 1.1.1. General

Fishers is widely recognized as a highly desirable community to raise a family and grow a business due to deliberate choices the community has made over time. To maintain Fishers as a highly desirable community, the City Council adopted a new comprehensive plan known as Fishers 2040. Fishers 2040 plan was adopted on June 20, 2016, and the purpose of the Unified Development Ordinance (UDO) is to implement the goals, actions items and desires of the Fishers 2040 plan into specific development standards.

In addition, this UDO has been developed to support the City's visions to be "a smart, vibrant, and entrepreneurial city". This UDO establishes baseline development standards to continue to promote the City of Fishers as a premier city in which to live, work, play and raise a family.

None of the standards in this UDO are intended to limit unique, and creative planning, site design and architecture. The Planning & Zoning Department embraces creative and new development options, and it is available to discuss those options with any land owner, developer or investor.

Article 1.2. Legal Provisions

Contents:

Sec. 1.2.1. Title & Authority
Sec. 1.2.2 Purpose & Intent
Sec. 1.2.3 Compliance
Sec. 1.2.4 Severability

Sec. 1.2.1. Title & Authority

A. *Title*

This ordinance shall be formally known as the "City of Fishers Unified Development Ordinance," and may be cited and referred to as the "Zoning Ordinance," "Subdivision Control Ordinance," "Unified Development Ordinance", or "UDO".

B. *Authority*

This UDO is adopted by the City pursuant to its authority under the laws of the State of Indiana, IC 36-7-4 et seq. Whenever codes cited in this UDO refer to Indiana Code which has been amended or superseded, this UDO shall be deemed amended about the new or revised code.

C. *Relationship to the Comprehensive Plan*

The City Council has instituted a comprehensive planning program to ensure that the anticipated growth

within the City is organized, planned, and coordinated in a manner that will not place undue burdens on the City in its ability to provide urban services and facilities. This planning program has culminated in the preparation and adoption of a comprehensive plan. The comprehensive plan maps and policies shall be consulted when land use decisions pursuant to this UDO are being made, and used as criteria in making decisions upon land use requests.

D. *Repealer*

This UDO repeals and replaces all prior Zoning Ordinances, Unified Development Ordinances, and Subdivision Control Ordinances, and is hereby incorporated by reference into the Code of Ordinances, Fishers, Indiana.

E. *Location of Ordinance*

In accordance with Indiana law, copies of any material incorporated by reference into the UDO are on file in the Clerk-Treasurer's office for public inspection. The office of the Clerk/Treasure and the Department shall keep additional copies of this UDO for the purposes of sale or distribution. The UDO is also available on the City's website.

Effective on: 7/20/2018

Sec. 1.2.2. Purpose & Intent

The purpose of this UDO is to secure adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessen or avoid congestion on public streets; preserve, protect and promote the public health, safety and general welfare of residents and businesses in the City. More specifically, this UDO is adopted to achieve the following objectives:

A. Implement the policies and goals contained within officially adopted plans, including the Comprehensive Plan;
B. Improve the built environment and human habitat;
C. Protect water quality within watershed critical areas, the general watershed areas of designated water supply watersheds and other watershed districts;
D. Encourage environmentally responsible development practices;
E. Promote development patterns that support safe, effective and multi-modal transportation options, including auto, pedestrian, bicycle and transit and therefore minimize vehicle traffic by providing for a mixture of land uses, walkability and compact community form;
F. Promote the greater health benefits of a pedestrian-oriented environment;
G. Reinforce the character and quality of neighborhoods;
H. Remove barriers to and provide incentives for walkable projects;
I. Protect and promote appropriately located commercial and office activities to preserve and strengthen the City's economic base;
J. Promote energy conserving and energy efficient development;
K. Promote Salutogenic community amenities to strengthen community and individual well-being;
L. Ensure adequate facilities are constructed to serve new development;
M. Provide for orderly growth and development of suitable neighborhoods with adequate transportation networks, drainage and utilities and appropriate building sites;
N. Save unnecessary expenditures of funds by requiring the proper initial construction of transportation networks, sidewalks, drainage facilities and utilities.

Sec. 1.2.3. Compliance

No structure shall be located, erected, constructed, reconstructed, moved, altered, converted, enlarged or used,

nor shall any piece of land be used, nor shall any existing use be expanded except when in full compliance with all provisions of this UDO and the permits and certificates required by this UDO have lawfully been issued. For information regarding nonconforming structures see *CHAPTER 2. ADMINISTRATION* of the UDO.

Sec. 1.2.4. Severability

If any provision or the application of any provision of the UDO is held unconstitutional or invalid by the courts, the remainder of the UDO or the application of such provision to other circumstances shall not be affected.

Article 1.3. Applicability

Contents:

Sec. 1.3.1 Jurisdiction & Exempt Entities
Sec. 1.3.2. Effective Date
Sec. 1.3.3. Ordinance Format
Sec. 1.3.4. Interpretation & Rules of Language
Sec. 1.3.5. Measurements and Calculations
Sec. 1.3.6 Transition Ordinance

Sec. 1.3.1. Jurisdiction & Exempt Entities

A. This UDO applies to all land, buildings, structures and uses located within corporate limits and the extraterritorial jurisdiction of the City of Fishers, Indiana, and any land within Townships that have entered joinder agreements with the City for the purposes of planning and zoning. To the extent allowed by law, the provisions of this UDO apply to all land, buildings, structures, and uses owned, leased, or otherwise controlled by any district, County, State or Federal government agencies.

B. The following governmental agencies and entities may be exempt from the UDO with approval by the City Council: The City of Fishers, Delaware and Fall Creek Townships, the County of Hamilton, the State of Indiana, Hamilton Southeastern Schools, Hamilton East Library, and regulated public utilities (hereinafter "Exempt Entities). This exemption shall not apply to any State or Federal Building or Fire code except for local ordinance requirements as applicable (see also *Sec. 10.2.12. Exempt Entities*) for permit process.

Sec. 1.3.2. Effective Date

This UDO was adopted on July 19, 2018 and became effective on July 20, 2018, by Ordinance No. 071618F.

Sec. 1.3.3. Ordinance Format

A. *Format*

The structure of the text of the UDO is as follows:

B. *Cross-References*

1. **Electronic Format.** If used in the electronic format, certain aspects of this document allow the user

to quickly navigate the document by clicking on hyperlinks and quick access chapter tabs

2. **Chapter Table of Contents.** The Article headings located in the table of contents at the beginning of each Chapter may be clicked to direct the user to that Article within the Chapter.
3. **UDO Cross-References.** In-line text cross-references to other Articles or Sections within this document are *colored and emphasized in italics*. Chapters are also emphasized in all capitals for example; *CHAPTER 3. ZONING DISTRICTS*. Clicking on the emphasized text will direct the user to the cross-referenced Article.
4. **Non-UDO Cross-References.** The UDO includes cross-references to documents and websites outside of this document. These cross-references are colored and underlined. The documents or websites are highlighted for cross-reference only.

Effective on: 7/20/2018

Sec. 1.3.4. Interpretation & Rules of Language

A. *Abbreviations*

The following phrases, personnel, and document titles are shortened in this code:

1. Advisory Plan Commission = Commission
2. Board of Zoning Appeals = Board
3. City Council = Council
4. City of Fishers = City
5. Planning and Zoning = Department
6. Director of the Department = Director
7. Technical Advisory Committee = TAC

B. *Minimum Requirements*

The provisions of this UDO are the minimum requirements for securing the provisions of *Sec. 1.2.2 Purpose & Intent*.

C. *Conflict or Inconsistency*

1. **Internal.** Unless otherwise specifically stated within this UDO, if two (2) or more provisions of this ordinance are in conflict or are inconsistent with one another, then the more restrictive provision shall apply.
2. *Federal, State, and Local.*
   a. Whenever a provision of the UDO imposes a greater restriction or a higher standard than is required by any State or federal code or regulation, or other County or City ordinance or regulation.
   b. Whenever a provision of any State or federal code or regulation, or other County or City ordinance or regulation imposes a greater restriction or a higher standard than is required by the UDO, the provision of the State or federal code or regulation, or other County or City ordinance or regulation shall apply, unless precluded by said code, ordinance or regulation, the provision of the UDO shall apply.
3. **Other.** Whenever a private covenant, contract, commitment, agreement, or other similar private land use regulation imposes a greater restriction or a higher standard than is required by a provision of the UDO, the City is not obligated to enforce the provisions of such private covenants, contracts, commitments, agreements, or other similar regulations to which the City is not a party.

D. *Text*

If there are found to be differences between the text of this UDO and the meaning and implication of any

drawing, table, figure, title or section heading, then the text shall prevail.

E. *Graphics*

Graphics and other illustrations are provided for informational purposes only and should not be relied upon as a complete and accurate description of all applicable regulations or requirements.

F. *Time Frames*

Unless specifically noted otherwise, time frames stated within this UDO shall be calculated to include weekdays, weekends, and holidays. If a time frame ends on a Saturday, Sunday, or holiday when the City offices are closed, then the time frame will be extended to the end of the next business day.

G. *Delegation of Authority*

If a provision in this UDO requires the Director to perform an act or duty, that provision shall also include any person working under the Director's authority and supervision unless specified otherwise.

H. *Mandatory and Permissive Terms*

The words "shall," or "must" are always mandatory and "may" or "should" are always permissive.

I. *Words Used*

If words used in this UDO are not defined in *CHAPTER 12. DEFINITIONS*, they shall be construed to be the common usage of the language. Any legal or technical words not defined in this UDO shall be construed to be as defined by appropriate lexicon or current and common dictionary (e.g., Merriam-Webster's Collegiate Dictionary).

J. *Tense*

If words are used in a specific tense (past, future, or present) it shall be construed to include all tenses, unless in context, it clearly indicates a single tense.

K. *Singular/Plural Form*

If words are used in singular form then the plural form shall apply and vice versa, unless, in context, it clearly indicates one form or the other.

L. *Conjunctions*

"And" shall be construed to include all connected items in a series, conditions, and provisions, and "or" shall be construed to include one (1) or more of the items in a series, conditions, and provisions.

M. *Gender*

Words used in the masculine gender include the feminine gender and the neuter, and vice versa.

Effective on: 7/20/2018

~~Sec. 1.3.5. Measurements and Calculations~~

A. ~~Where any provision of this UDO requires calculation to determine applicable requirements, any fractional/decimal results of the calculation shall be rounded to the nearest whole number (0.5 or more is rounded up, less than 0.5 is rounded down).~~

B. ~~*Lot Measurements*~~

1. ~~Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.~~
2. ~~Lot Width for Interior and Through Lots. Lot width for Interior and Through lots is to be measured at the front setback required per zoning district.~~
3. ~~Lot Width for Corner Lots. Lot width for Corner Lots is to be measured based on the Lot Standards outlined in *Sec. 8.2.4.B.4.*~~
4. ~~Lot Width and Depth for Cul-de-Sacs Lots. Lot width and depths for cul-de-sac lots is to be measured based on Lot Standards outlined in *Sec. 8.2.4.B.9.*~~
5. ~~Impervious Area. As defined, shall be set forth by the Zoning District or Overlay District.~~

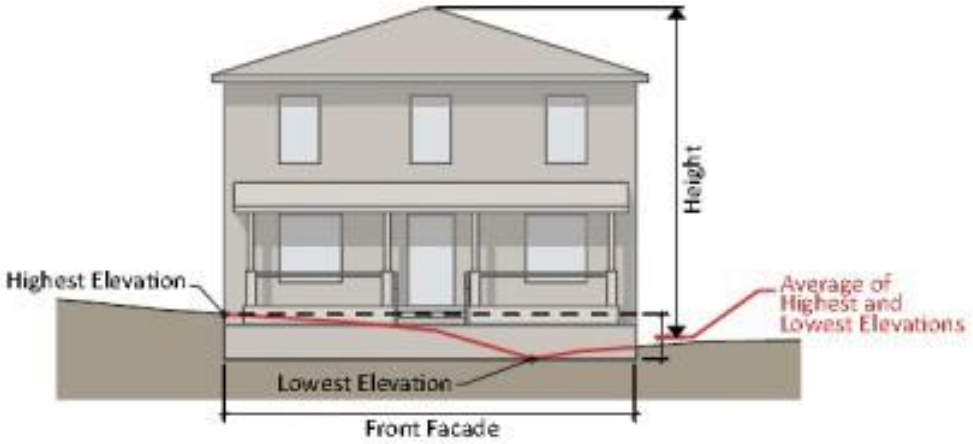
$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

C. ~~*Building Measurements*~~

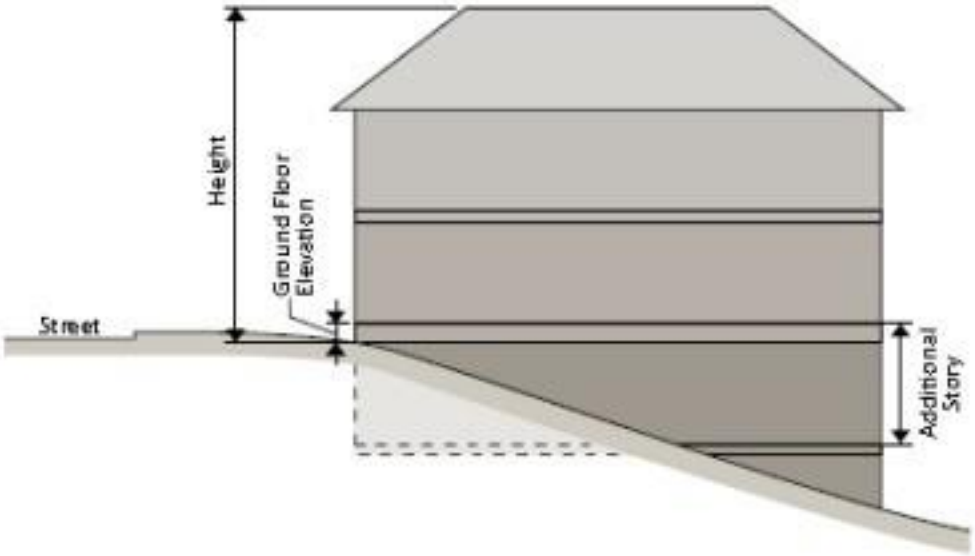
1. ~~The maximum structure height shall be determined in the applicable zoning district.~~
2. ~~Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).~~

3. ~~*Average Grade*~~

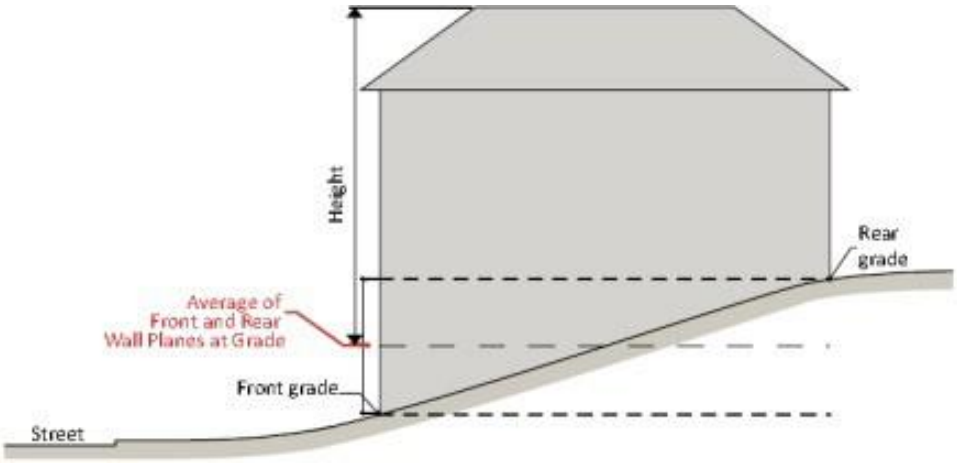
a. ~~Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary street setback. Where mass-grading has been approved by the City, average grade shall be considered the improved grade following such mass grading (see the following image).~~



b. ~~Where a lot slopes downward from front the property line, one (1) additional story may be built on the lower portion of the lot with the overall height measured from the grade above (see the following image).~~



c. ~~Where the property slope increases to the rear, building height is measured from the average point at grade of the front and rear wall plane (see the following image)~~



~~d. A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounded by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

~~(Ord. 121922E, 01/17/2023)~~

~~Effective on: 1/17/2023~~

Sec. 1.3.~~6~~5. Transition Ordinance

A. *Applications*

Any complete application that has been filed with the City, prior to the effective date of this UDO, shall be regulated by the terms and conditions of the Zoning Ordinance, Subdivision Control Ordinance or UDO that was in place at the time of filing. However, all administrative procedures and fees shall follow those set forth by this UDO.

B. *Buildings*

All new building sites shall meet the requirements of the UDO unless:

1. A complete Building Permit application was filed and is still valid; or
2. A complete Improvement Location Permit application was filed and is still valid; or
3. A parcel was approved as a buildable lot by the Commission (valid Primary or Secondary Plat) or the Board (valid Development Standards Variance) prior to the effective date of this UDO; or
4. A complete and valid Primary Plat application has been filed with the Department prior to the effective date of this UDO.

C. *Pre-Existing Land Owned for a Current or Planned Place of Worship*

A property owned on July 11, 2018, by the owner or its affiliate for a current or planned place of worship shall be exempt from the UDO's Special Exception requirement if the property owner submits in writing on or before January 11, 2019, to the Director a notice that identifies:

1. the property as being owned for a current or planned place of worship;
2. the property owner (along with a copy of the current deed); and
3. the property's common address and Hamilton County parcel number.

Article 1.4. Official Zoning Map

Contents:

Sec. 1.4.1 Purpose & Intent

Sec. 1.4.2 Establishment of Official Zoning Map

Sec. 1.4.3 Interpretation of Map Boundaries

Sec. 1.4.1. Purpose & Intent

This Article establishes the framework for zoning districts within the City and their relationship to the City's Comprehensive Plan Land Use categories. This chapter also establishes the zoning map as the official designation of zoning district boundaries

Sec. 1.4.2. Establishment of Official Zoning Map

A. The boundaries of the zoning districts are hereby established on a map entitled, "City of Fishers Official Zoning Map", which is hereby incorporated into and made part of this UDO. Notations, references,

indications, and other matters shown on the Official Zoning Map are as much a part of this UDO as if they were fully described herein. The Official Zoning Map shall be formally known as the "Official Zoning Map" and it may be cited and referred to as the "Fishers Zoning Map" or the "Zoning Map."

B. The electronic zoning map is maintained as part of the City's Geographic Information System (GIS) under direction of the Department and shall be the final authority as to the current zoning status of land and water areas, buildings, and other structures in the jurisdictional area

Sec. 1.4.3. Interpretation of Map Boundaries

A. The zoning district boundaries shall be shown on the Official Zoning Map. If any uncertainty exists with respect to the intended boundaries as shown on the Official Zoning Map, the Director is authorized to interpret the boundaries.

B. District boundaries on the Official Zoning Map shall be interpreted as follows:

1. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way shall be deemed to follow the centerline of the affected road, easement, or right-of-way.
2. Zoning district boundaries shown within or parallel to the lines of roads, easements, and transportation rights-of-way at the boundaries of the planning jurisdiction shall be deemed to include the full width of such roads, easements, and transportation rights-of-way.
3. Zoning district boundaries indicated as following or being parallel to section or fractional sectional lines, platted lot lines, or City corporation lines shall be construed as following or paralleling such lines.
4. Zoning district boundaries indicated as approximately following the centerline of streams, rivers, or other bodies of water shall be construed to follow such centerlines as they may naturally shift over time.
5. Zoning district boundaries indicated as approximately following the parcel lines as established by the Hamilton County Office of Transfer and Mapping shall be construed to follow such parcel lines.

C. The vacation of streets shall not affect the location of zoning district boundaries. Such boundaries must be reviewed, and, if necessary, a formal amendment shall be made to the Official Zoning Map.

D. When the Director cannot determine the location of a zoning district boundary, the Board shall determine the location of the zoning district boundary.

E. The Overlay District boundaries on the Official Zoning Map shall be interpreted as follows:

1. An overlay district shall be depicted on the Official Zoning Map with a hatch or textured pattern and be identified as such on the map legend.
2. A lot that is fully covered (bounded) by an overlay district shall be entirely subject to the overlay district standards found in *CHAPTER 4. OVERLAY ZONING DISTRICTS.*

3. A lot that is partially covered (transected) by an overlay district shall be subject to the overlay district to the extent that the lot area is covered by the overlay district.

~~Article 1.5. Building Type~~

~~**Contents:**~~

~~**Sec. 1.5.1. Building Type Descriptions**~~
~~**Sec. 1.5.2. Building Type Allowed by Districts**~~

~~Sec. 1.5.1. Building Type Descriptions~~

~~The following building types have been established to allow for detailed regulation of the form within each zoning district. All graphic depictions of building types are for illustrative purposes only.~~

~~**Detached House.** A building constructed to accommodate one (1) dwelling unit on a single lot.~~	~~**Attached House.** A building constructed to accommodate two (2) principal dwelling units on a single lot.~~	~~**Townhouse.** A building constructed to accommodate two (2) or more dwelling units that are horizontally integrated where each dwelling unit is separated vertically by a party wall.~~
~~**Apartment.** A building constructed to accommodate 3 or more dwelling units that are vertically or horizontally integrated. A common kitchen is allowed. A limited set of nonresidential uses may be allowed in ground floor corner units in a Mixed-Use District.~~	~~**General Building.** A building constructed to accommodate nonresidential uses on all floors.~~	~~**Mixed Use Building.** A multi-story building constructed to accommodate commercial uses on the ground floor and uses in addition to commercial uses on the upper floors.~~

~~Effective on: 7/20/2018~~

~~Sec. 1.5.2. Building Type Allowed by Districts~~

~~Building types are allowed by district as set forth below.~~

~~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~~

CHAPTER 3. ZONING DISTRICTS

Contents:

Article 3.1. Establishment of Zoning Districts
Article 3.2. Residential Districts
Article 3.3. Nonresidential Districts
Article 3.4. Other Districts

Article 3.1. Establishment of Zoning Districts

Contents:

Sec. 3.1.1 Purpose & Intent Sec. 3.1.2 Legacy Districts
Sec. 3.1.3 District Transition Table

Sec. 3.1.1. Purpose & Intent

Each of the standard zoning districts in the UDO stand alone and are not a part of a hierarchy or pyramidal system of zoning. For example, what is permitted in the R1 zoning district is not necessarily permitted in the R3 zoning district. Only those uses and development standards which are expressly permitted and noted for each zoning district apply to that zoning district.

Sec. 3.1.2. Legacy Districts

(RESERVED FOR FUTURE USE)

Sec. 3.1.3. District Transition Table

(RESERVED FOR FUTURE USE)

Article 3.2. Residential Districts

Contents:

Sec. 3.2.1. ER Estate-Rural Residential District
Sec. 3.2.2. R1 Residential District
Sec. 3.2.3. R2 Residential District
Sec. 3.2.4. R3 Residential District
Sec. 3.2.5. R4 Residential District
Sec. 3.2.6. R5 Residential District
Sec. 3.2.7. MP Manufactured Home Park District
Sec. 3.2.8. M1 Multi-Family Residential
Sec. 3.2.9. M2 Multi-Family Residential
Sec. 3.2.10. TCR Town Center Residential District

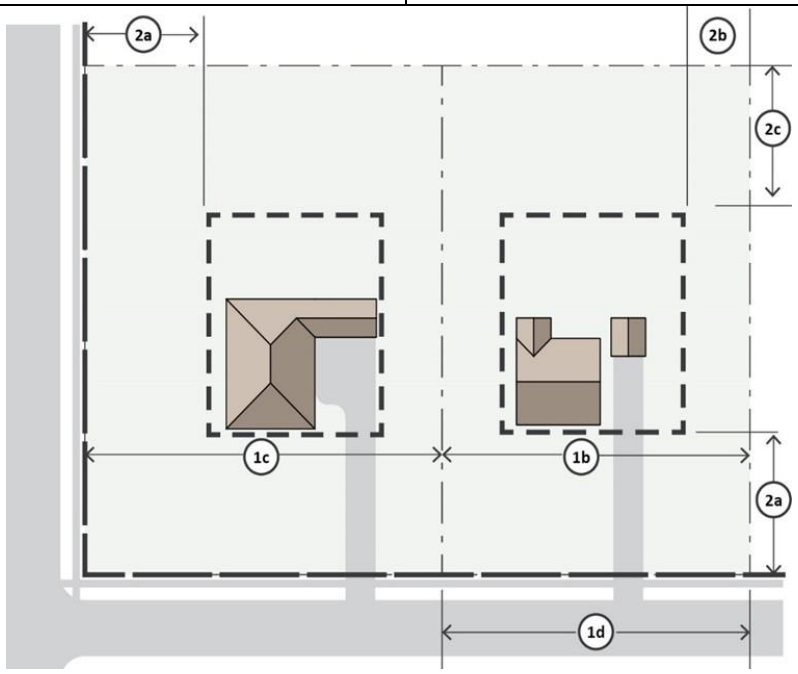
Sec. 3.2.1. ER Estate-Rural Residential District

A. **Purpose & Intent**

The ER District is intended to provide for larger residential lots that are at least one (1) acre in size, and/or rural lots that have low impact development on the environment. This mixture is intended to allow residential development in areas adjacent to developed infrastructure. This district should be used to provide unique rural housing options in areas with mature vegetation, topography, drainage and wildlife. Conservation subdivision type development on smaller lot sizes in exchange for preserving common open space may be permitted in this district (see also *Sec. 8.4.7B. Conservation Area*). See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	1 acre (43,560 sf)
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	All streets: 60’
2b. Side, primary structure	30'
2c. Rear, primary structure	50'
3. **Maximum Building Height**	
3. Primary structure	35' or 3.5 stories, whichever is greater
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	2,000 sf
4b. Living unit area, 2-story (min)	2,200 sf
5. **Other**	
5a. Does not require municipal water or sewer hookup	
5b. Impervious area of lot (max)	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1.G. Structures Per Lot*



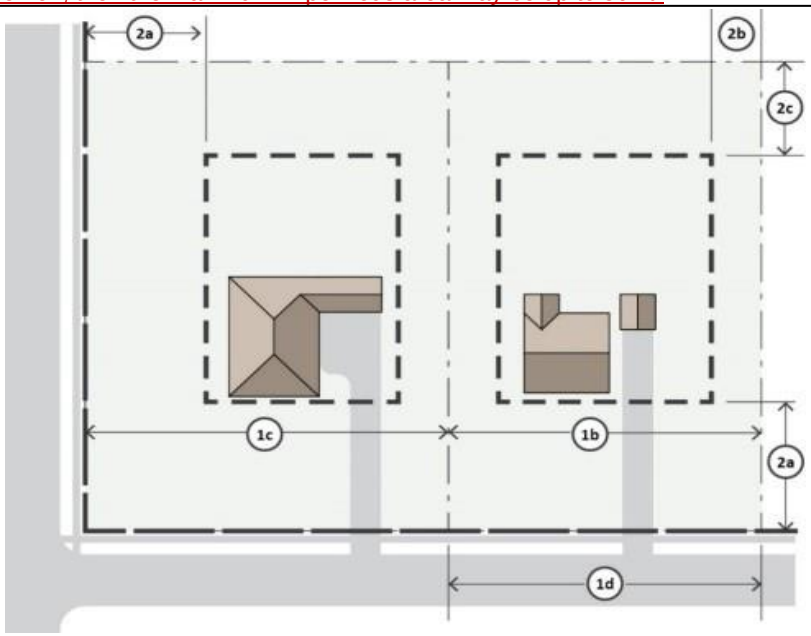
Sec. 3.2.2. R1 Residential District

A. **District Intent**

The R1 District is intended to provide for single-family detached homes in a low-density range of 1.0 to 1.5 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	20,000 sf
1b. Lot width at building line – standard	125'
1c. Lot width at building line – corner	150'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	340' / 455'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure	20'
2c. Rear, primary structure	40'
3. **Maximum Building Height**	
3. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,800 sf
4b. Living unit area, 2-story (min)	2,000 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir, then the maximum impervious area may be up to 50 %.	



Sec. 3.2.3. R2 Residential District

A. **District Intent**

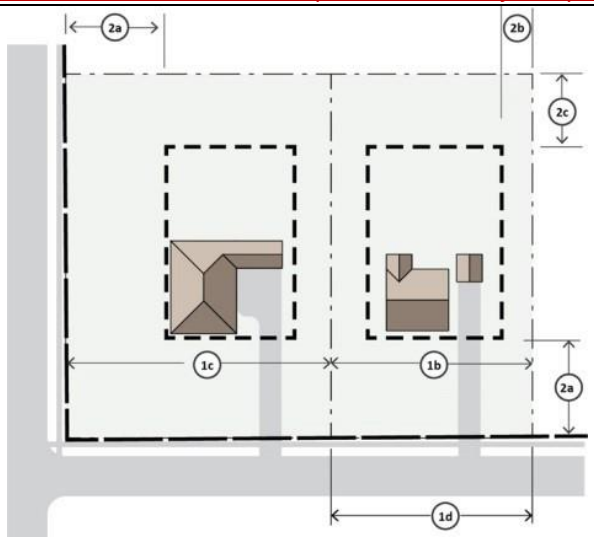
The R2 District is intended to be provide for single-family homes in a lower density range of approximately 1.0 to 1.7 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	15,000 sf
1b. Lot width at building line – standard	100'
1c. Lot width at building line – corner	120'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	~~40' / 55'~~ 25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	15' / 10'
2b. Side, Aggregate	30'
2c. Rear, primary structure	40'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,600 sf
4b. Living unit area, 2-story (min)	1,800 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	

5b. Impervious area of lot (max)*	35%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*
5e. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*

* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.



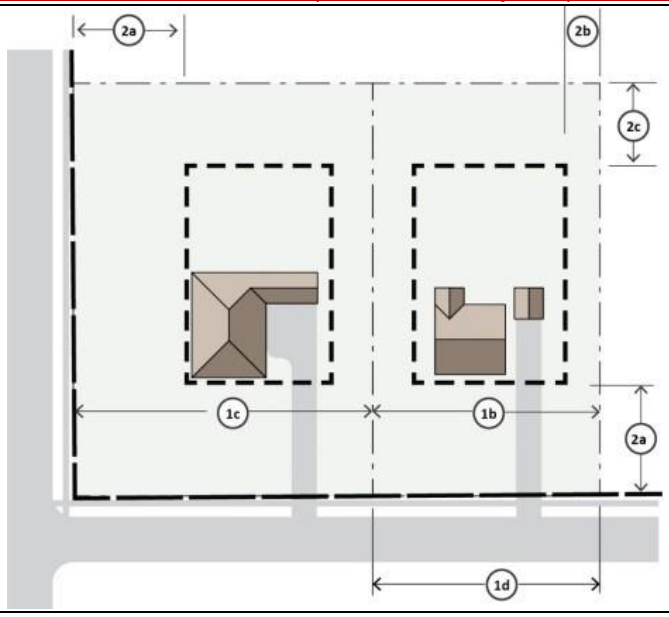
Sec. 3.2.4. R3 Residential District

A. **District Intent**

The R3 District is intended to provide for single family detached homes in a medium density range of approximately 1.0 to 2 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	12,000 sf
1b. Lot width at building line – standard	90'
1c. Lot width at building line – corner	108'
1d. Lot frontage	50'
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	~~30' / 45'~~ 25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure / Dwelling with attached side-load or rear-load garage	10' / 5'
2b. Side, Aggregate	20'
2c. Rear, primary structure	30'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,250 sf
4b. Living unit area, 2-story (min)	1,400 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.	



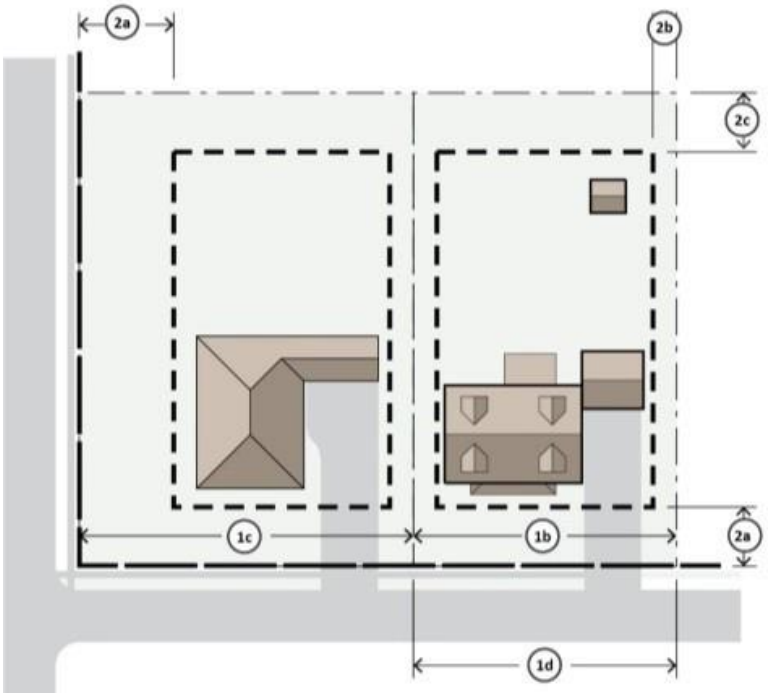
Sec. 3.2.5. R4 Residential District

A. District Intent

The R4 District is intended to provide for the development of single-family homes in a higher density range of approximately 1.0 to 2.5 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	10,000 sf
1b. Lot width at building line – standard	80'
1c. Lot width at building line – corner	96'
1d. Lot frontage	50'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply.	
II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side, primary structure	10'
2c. Rear, primary structure	25'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area, 1-story (min)	1,100 sf
4b. Living unit area, 2-story (min)	1,350 sf
5. Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)*	40%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*
* If the lot abuts Geist Reservoir , then the maximum impervious area may be up to 50 %.	



Sec. 3.2.6. R5 Residential District

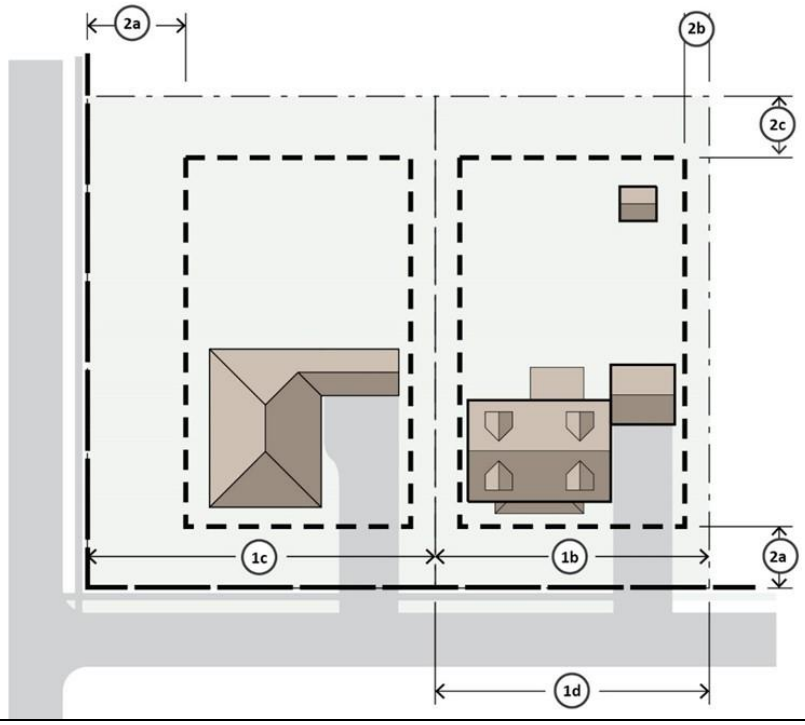
A. District Intent

The R5 District is intended to provide for the development of single-family in a density range of approximately 1.0 to 3.0 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. **Minimum Lot Dimensions**	
1a. Lot area	7,500 sf
1b. Lot width at building line – standard	70'
1c. Lot width at building line – corner	84'
1d. Lot frontage	50'

2. **Minimum Building Setbacks**	
2a. Front - local street / other street type:	25' / 40'
I. If a lot is located in a recorded subdivision, the required setback stated on the recorded secondary plat shall apply. II. In the absence of a setback on a recorded plat or if the lot is not in a recorded subdivision, the greatest of the following options apply: the average of the setbacks established by the nearest primary buildings on either side of the proposed structure on the subject site OR the setback listed in this table.	
2b. Side	10'
2c. Rear	25'
3. **Maximum Building Height**	
3a. Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	1,000 sf
4b. Living unit area, 2-story (min)	1,200 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	50%
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*
5d. Total structures per lot	*Sec. 6.8.1G. Structures Per Lot*



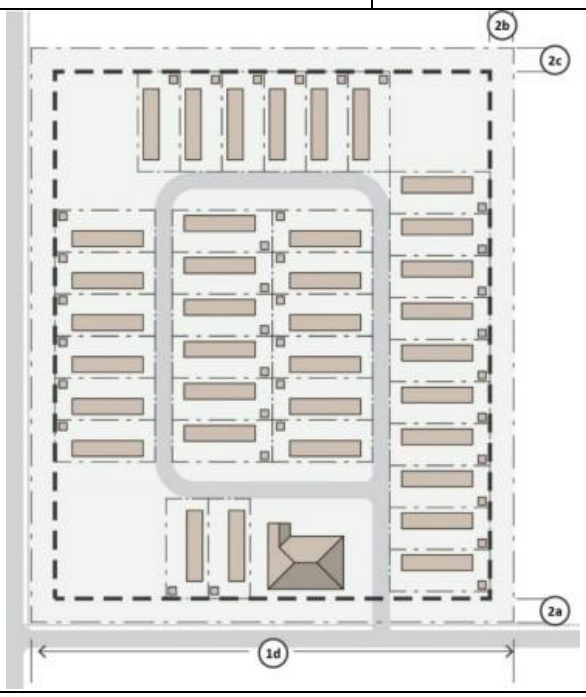
Sec. 3.2.7. MP Manufactured Home Park District

A. District Intent

The MP District is intended to provide a land use category for housing districts (typically mobile or manufactured home) where dwelling sites are leased. Manufactured home or mobile home parks shall be in accordance with State Law and their subsequent amendments. Additionally, all developments in this zoning district are subject to State Board of Health requirements and the requirements of the UDO. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Project Lot frontage	200'
1e. Dwelling site size	4,000 sf
1f. Dwelling site depth	200'
2. Minimum Building Setbacks	
2a. Front - local street / other street type	All streets: 30'
2b. Side*	30'
2c. Rear* **Note: additional Buffer Yard requirements may apply*	30'
2e. Front, dwelling site	15' from edge of pavement of interior roads
2f. Side, dwelling site, primary structure	7'
2g. Side, dwelling site, accessory structure	3'
2h. Rear, dwelling site, primary structure	10'
2i. Rear, dwelling site, accessory structure	5'
3. Maximum Building Height	
3a. Primary structure	35'
4. Building Floor Area	
4a. Living unit area (min)	750 sf per primary structure on a dwelling site
5. Other	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	80%



Sec. 3.2.8. M1 Multi-Family Residential

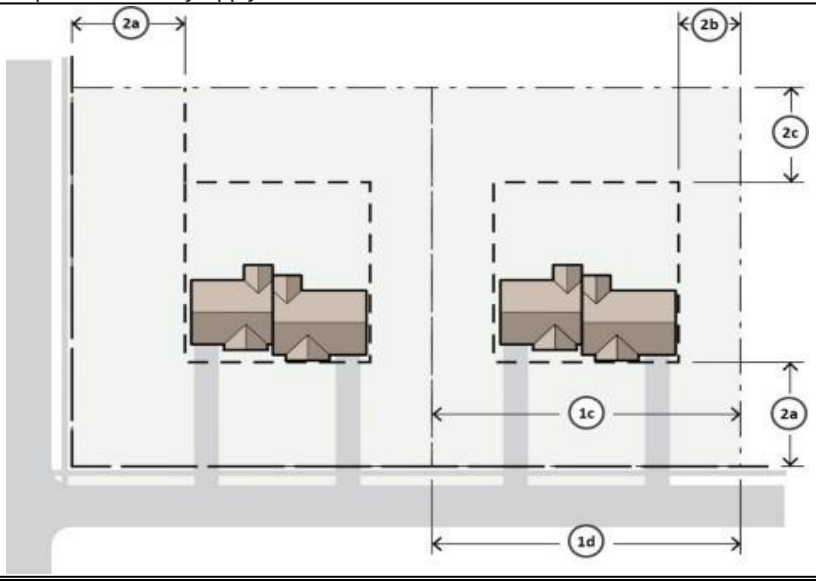
A. District Intent

The M1 District is intended to provide for and encourage the development of detached single-family cluster homes or attached multi-family homes in a density range of approximately 1.05 to 5.0-dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. Development Standards

1. **Minimum Lot Dimensions**	Attached House	Townhouse / Apartment Building
1a. Lot area – one-bedroom / two-bedroom / three-bedroom	1,500 sf (all)	6,500 / 7,500 / 8,500 sf/unit[1]
1b. Lot width at building line	20'	n/a[1]
1c. Lot width at building line – corner	25'	
1d. Lot frontage	20'	150'[1]
2. **Minimum Building Setbacks**		
2a. Front - local street / other street type	15' / 30'	25' / 40'[1]
2a. Front, Internal	18'	
2b. Side[2]	0'	30'[1]
2c. Rear	18'	50'[1]
2d. Building separation (min)	20'	
3. **Maximum Building Height**		
3. Primary structure	35'	
4. **Building Floor Area**		
4a. Living unit area, one-bedroom (min)	950 sf	
4b. Living unit area, two-bedroom (min)	1,200 sf	
4c. Living unit area, three-bedroom (min)	1,400 sf	
4d. Maximum number of attached dwelling units	4	
5. **Other**		
5a. Requires municipal water and sewer hookup		
5b. Impervious area of lot and project site (max)	65%	
5c. Alternative standards	*Sec. 8.4.7. Conservation Development*	

Notes:
1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



Sec. 3.2.9. M2 Multi-Family Residential

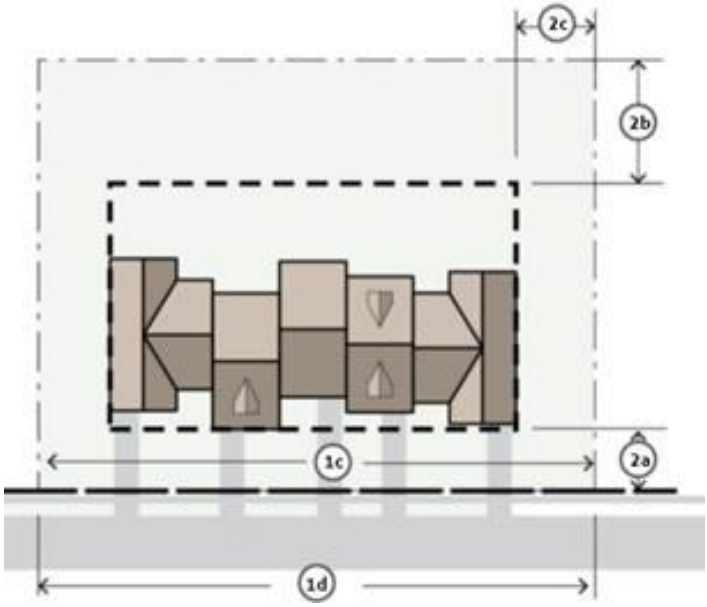
A. **District Intent**

The M2 District is intended to provide for and encourage the development of attached multi-family homes in a moderate density range of approximately 1.0 to 8.0 dwelling units per acre. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area – 1-bedroom / 2-bedroom / 3-bedroom	4,500 / 5,500 / 6,500 sf./unit[1]
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage – on public street with access from	150'[1]
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	25' / 40'
2b. Front – Internal	25'
2c. Side[2]	50'
2d. Rear[2]	50'
2e. Building separation (min)	30'
3. **Maximum Building Height**	
3.a Primary structure	35'
4. **Building Floor Area**	
4a. Living unit area (min) – 1-bedroom / 2-bedroom / 3-bedroom	850 / 1,100 / 1,300 sf
5. **Other**	
5a. Requires municipal water or sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Refers to site, rather than individual lots for individual units
2. Additional buffer yard requirements may apply



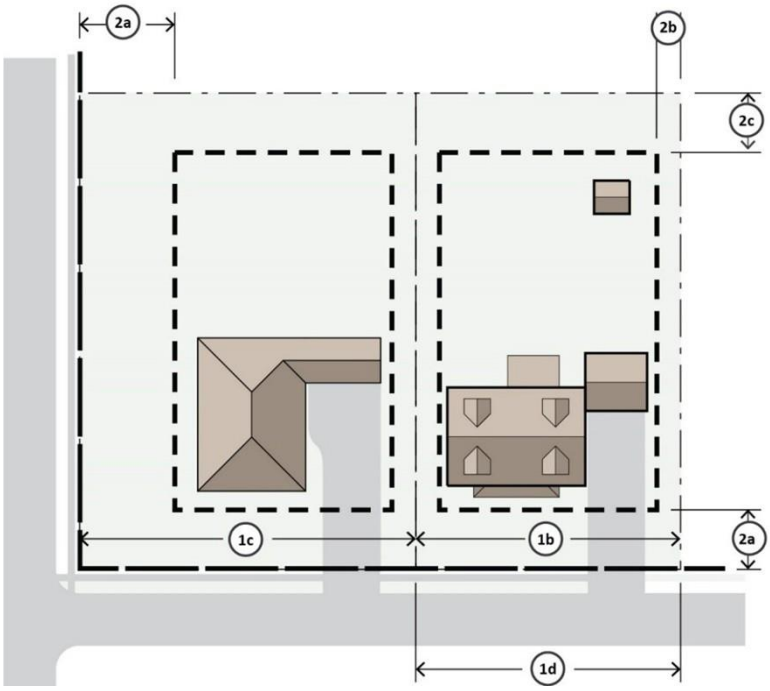
Sec. 3.2.10. TCR Town Center Residential District

A. **District Intent**

The TCR District is established to provide a land use category for residential areas in the Town Center. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width at building line – standard	n/a
1c. Lot width at building line – corner	n/a
1d. Lot frontage	n/a
2. **Minimum Building Setbacks**	
2a. Front - local street / other street type	15', or the average of existing setbacks for infill lots
2b. Side, primary structure / Two-family dwellings	5' / zero
2c. Aggregate side setback	10'
2d. Rear, primary structure	20'
3. **Maximum Building Height**	
3a. Primary structure	25'
4. **Building Floor Area**	
4a. Living unit area, 1-story (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	80%
5d. Accessory structures	*Article 6.2. Accessory Structure Standards*



Article 3.3. Nonresidential Districts

Contents:

Sec. 3.3.1 C1 Commercial District

Sec. 3.3.2. C2 Neighborhood Business District

Sec. 3.3.3 C3 Commercial District

Sec. 3.3.4. EN Employment Node District

Sec. 3.3.5. I1 Industrial District

Sec. 3.3.6 C-Low Commercial Low Impact District

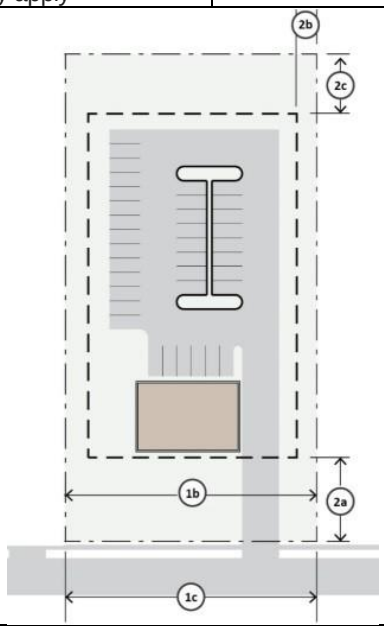
Sec. 3.3.1. C1 Commercial District

A. **District Intent**

The C1 District is established to provide for the development of professional and office type businesses which may serve as buffer areas between residential and more intense commercial districts. It is intended that the C1 District will result in the development of office buildings arranged in a park type environment, with structures that would be compatible with neighboring residential uses. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	35‘ / 3 Stories
4. **Building Floor Area**	
4a. Main floor area (min)	n/a
4b. Floor area per unit (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%
Notes: 1. Additional buffer yard requirements may apply	



Sec. 3.3.2. C2 Neighborhood Business District

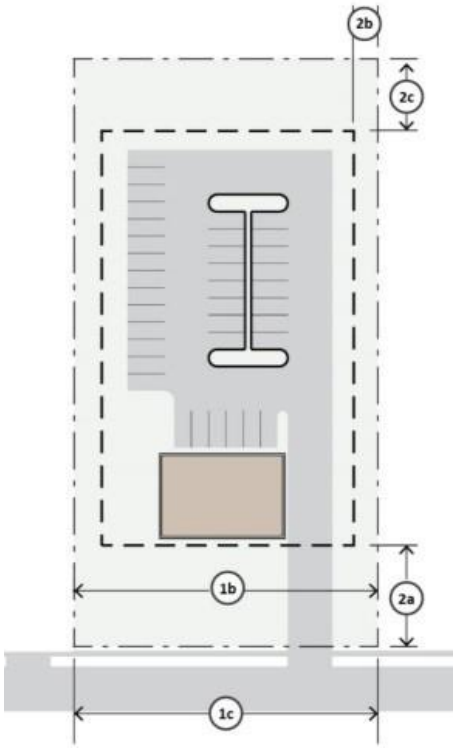
A. **District Intent**

The C2 District is established to provide for the development of commercial and frequently used businesses associated with the shopping, service and family needs of adjacent or local residential areas. The C2 District is intended to provide for the establishment of smaller shops or stores serving a localized area rather than larger businesses serving regional areas. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	1 acre (43,560 sf)
1b. Project area	n/a
1c. Lot width	n/a
1d. Lot frontage	150’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	35‘ / 2 stories
3b. Freestanding structure	25’ / 1 story
4. **Building Floor Area**	
4a. Gross Floor Area (min)	n/a
4b. Floor area ratio (max for site)	0.2
4c. Floor area (max per building / site)	55,000 sf / 90,000 sf
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Additional buffer yard requirements may apply



Sec. 3.3.3. C3 Commercial District

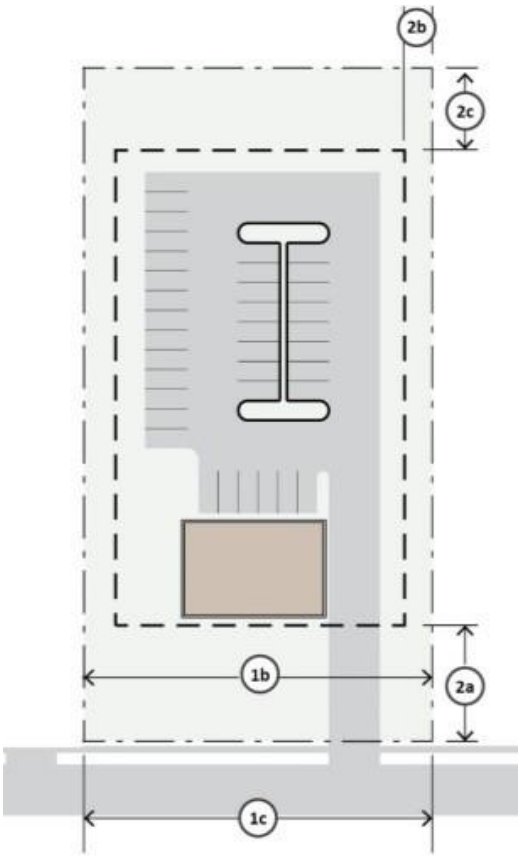
A. **District Intent**

The C3 District is established to provide for the development of a broad spectrum of commercial and business uses. These uses are expected to serve the regional area commercial, business, and service needs. Consequently, the C3 District is expected to cause more traffic demands, and is, therefore, to be located or situated only along or adjacent to thoroughfares, major thoroughfares or expressways at interchanges with thoroughfares. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Minimum Lot Dimensions**	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	200’
2. **Minimum Building Setbacks**	
2a. Front[1]	50’
2b. Side[1] / aggregate	15’ / 30’
2c. Rear	30’
2d. Internal	Zero
3. **Maximum Building Height**	
3a. Primary Structure	65’
3b. Adjacent to residential zones or uses	35’
4. **Building Floor Area**	
4a. Main Floor Area (min)	n/a
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes:
1. Additional buffer yard requirements may apply



Sec. 3.3.4. EN Employment Node District

A. **District Intent**

1. The EN District is provided for the development of large office buildings providing regional employment opportunities integrated with a mix of uses, open space and trail connectivity. This District will provide premier office space and employment centers whose viability, quality, and character are important to the community, adjacent residents, employees, business owners, and taxing districts.
2. The purpose of this District is to promote sustainable economic development in this area that will serve as an economic driver for the City, providing additional business tax base and employment opportunities for residents in and around the City.
3. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
2. **Building Setbacks and Build-to Area (BTA)**	
2a. Front, BTA (min / max)	15' / 30'
2b. Side interior lot line (min) [1]	0 or 15'
2c. Side street BTA (min / max)	10' / 30'
2d. Rear[1]	20'
2e. Building width within the front build-to area (min)	50%
2f. Building width within the side build-to area (min)	25%
3. **Parking Setbacks**	
3a. Front (min)	20'
3b. Side lot line (min)	0'
3c. Side street (min)	10'
3d. Rear lot line (min)	5'
4. **Height**	
4a. Along I-69 (min)	38' and 3 occupiable floors
4b. Along other streets (max)	30' and 2 occupiable floors
4c. Adjacent to residential zones (max)	30'
5. **Floor Area**	
4a. All primary buildings, finished floor area (FFA) (min)	15,000 sf
4b. First floor FFA, second floor FFA along I-69 (max)	40%, 35%
4c. First floor FFA along other streets (max)	60%
6. **Other**	
5a. Impervious area of lot (max)	75%
Notes 1. Additional buffer yard requirements may apply	

Sec. 3.3.5. I1 Industrial District

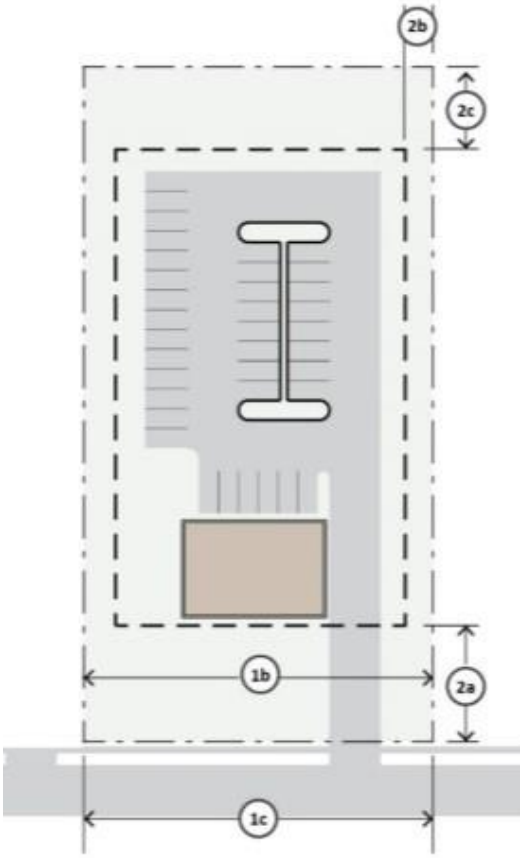
A. **District Intent**

The I1 District is established for the development of light industrial uses which are totally enclosed within a building or structure. This district shall be located adjacent to the C3 District. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	150’
2. **Building Setbacks**	
2a. Front	100’
2b. Side interior lot line (min) [1] Side street (min) [1]	0’ 15’
2c. Rear [1]	50’
3. **Parking Setbacks**	
3a. Front (min)	10’
3b. Side lot line (min)	0’
3c. Side street (min)	10’
3d. Rear lot line (min)	5’
4. **Height**	
4a. Primary Structure (max)	42’ / 3 stories
5. **Other**	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	75%

Notes
1. Additional buffer yard requirements may apply



Sec. 3.3.6 C-Low Commercial Low Impact District

A. District Intent

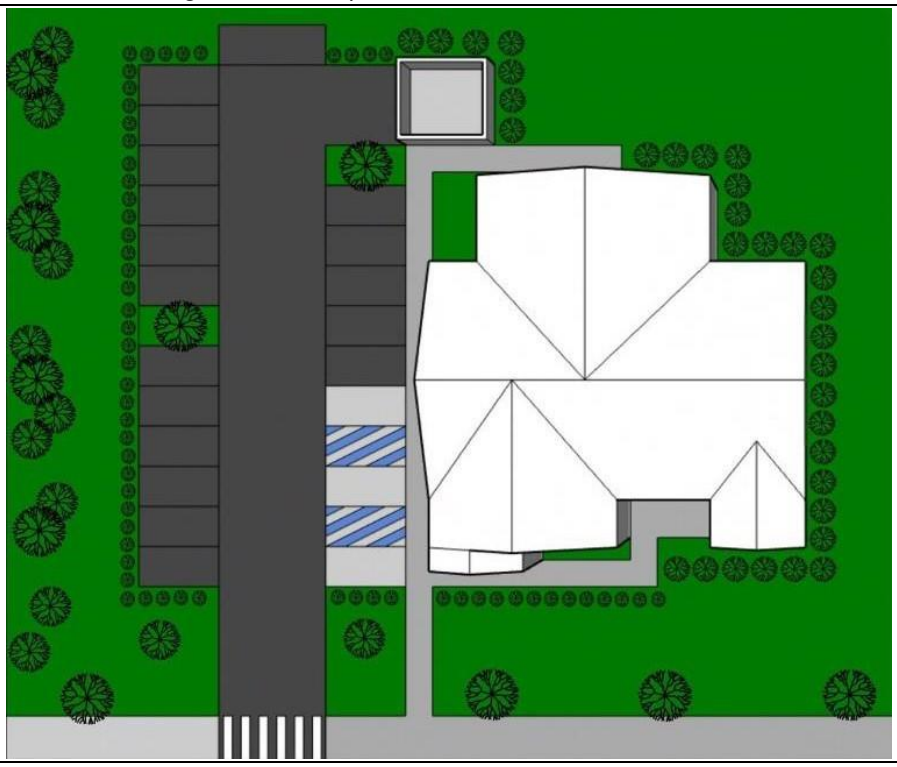
The C-Low Commercial Low Impact District is established to provide for the development of previous residentially zoned parcels adjacent to major thoroughfares within the City to provide for the redevelopment of professional and office types of businesses which may serves buffer areas between residential and the thoroughfare or more intense commercial districts. It is intended that the C-Low District will result in the development of low impact commercial buildings to be residential in nature and will be compatible with neighboring residential uses. See Chapter 5. Use Regulations for permitted uses within the district (limited to office, medical office, beauty/hair salon, day spa, nail salon).

B. Development Standards

1. 1. Minimum Lot Dimensions	
1a. Lot area	n/a
1b. Lot width	n/a
1c. Lot frontage	100’
2. 2. Minimum Building Setbacks	
2a. Front[1]	40’
2b. Side[1] / aggregate	10’
2c. Rear[1]	20’
2d. Internal	Zero
3. 3.Maximum Building Height	
3a. Primary Structure	35‘ / 1 story
4. 4.Building Floor Area	
4a. Main floor area (min)	4,500 square feet
5. 5.Other	
5a. Requires municipal water and sewer hookup	
5b. Impervious area of lot (max)	60%

Notes:

1. An Infill ~~Small~~ Buffer Yard is required outlined in Section 6.7.4. Buffer Yards.
2. Existing trees shall be saved to the greatest extent possible.



C. Architectural Design Standards

UDO Section 6.3.4. Residential Design, shall apply, except as modified below:

1. The Illustrative Character Exhibit is hereby incorporated to conceptually illustrate the elements and anticipated character and to establish a benchmark for the architecture and design of the Real Estate's buildings. The final design may vary from the Illustrative Character Exhibit; however, buildings shall be substantially similar in quality and character to the buildings shown in the Illustrative Character Exhibit.

D. Parking

1. The location of parking shall be prohibited in front of the building.
2. The number of parking spaces shall be a maximum of 1 parking space per 200 square feet.

E. Lighting

1. All lighting fixtures shall be full-cut off, with a zero-foot candle lighting level at the property line.
2. All lighting poles are limited to 15 feet tall.
3. Lighting in parking areas shall be designed and maintained to be dimmed between the hours of 8:30 p.m. and 6:30 a.m.

F. Signage

1. One (1) freestanding sign is permitted. Freestanding signage shall be a maximum of 6' tall, with a maximum of 32 square foot sign face.
2. One (1) building sign is permitted. Building signage shall be a maximum of 32 square feet.
3. All building and freestanding signage shall be either (i) reverse channel letters; or (ii) externally lit, full cutoff light fixtures.

G. Hours of Operation & Service Hours

1. Hours of operation shall be limited to 7am to 8pm.
2. Service Hours: Trash removal, compaction, service vehicle, deliveries, parking lot sweepers, etc. shall not be permitted between the hours of 9pm and 6am with the exception of snow removal.

H. Illustrative Character

Article 3.4. Other Districts

Contents:

Sec. 3.4.1 AG Agriculture District
Sec. 3.4.2. MA Municipal Airport District
Sec. 3.4.3 NPD Nickel Plate District
Sec. 3.4.4 OS Open Space District
Sec. 3.4.5. PUD Planned Unit Development District

Sec. 3.4.1. AG Agriculture District

A. **District Intent**

The intent of the AG District is to conserve agricultural land and undeveloped natural amenities while preventing the encroachment of incompatible land uses on farm land and other undeveloped areas. The types, area and intensity of land uses in an AG District are designed to encourage and protect agricultural uses and for the conservation of undeveloped areas. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	10 acres (435,600 sf)
1b. Lot width (min)	150’
1c. Lot frontage (min)	50’
2. **Building Setbacks**	
2a. Front (min)	60’
2b. Side (min)	50’
2c. Rear	100’
3. **Height**	
3a. Primary Structure (max)	35’ / 2.5 stories
3b. Accessory structures (max)	22’ (agriculture-related accessory structures are exempt)
4. **Other**	
4a Does not require municipal water and sewer hookup	
4b. Impervious area of lot (max)	15%

Sec. 3.4.2. MA Municipal Airport District

A. **Intent**

The MA District is designed to provide land for the operation of public airports. Such airports shall be operated in compliance with all applicable safety and operational standards and regulations of the Federal Aviation Administration and other aviation regulatory authorities. Said airports shall be deemed in compliance with the requirements of the UDO as applied to navigation and flight operational uses. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	n/a
2. **Building Setbacks**	
2a. Front (min)[1]	50’
2b. Side interior lot line (min)[1]	0’
Side street (min)[1]	25'
2c. Rear (min)[1]	25’
3. **Height**	
3a. Primary Structure (max)	Per FFA restrictions
4. **Other**	
4a Requires municipal water and sewer hookup	
4b. Impervious area of lot (max)	85%
Notes 1. Additional buffer yard requirements may apply	

Sec. 3.4.3. NPD Nickel Plate District

The following zoning categories are regulated by an independent regulator document entitled City of Fishers Nickel Plate District Code:

A. Downtown Core (DC)
B. Highway Center (HC)
C. Municipal Center (MC)
D. Village Center (VC)
E. Technology Center (TC)

In the event of any conflict between any provision of the NPD Code and any other provision of the UDO, the NPD Code shall provide the ultimate control within the NPD District. In the event the NPD Code is silent as to fees, permits, sign regulations, or any other similar provision relating to development standards, the applicable provision of the UDO shall control.

Sec. 3.4.4. OS Open Space District

A. **Intent**

The OS District is intended to provide for permanent open space areas that will be preserved as undeveloped or open land and developed land for use as parks, playgrounds, recreational areas, buffer zones between commercial or industrial uses and adjacent residential districts. The open space may be developed into single or multipurpose use areas, and these uses may be managed or operated by the City, County, school systems, parks board, or others. See *CHAPTER 5. USE REGULATIONS* for permitted uses within the District.

B. **Development Standards**

1. **Lot / Site Dimensions**	
1a. Lot area / site area (min)	n/a
1b. Lot width (min)	n/a
1c. Lot frontage (min)	None; except if more than one curb cut entrance/exit is required, the site shall have at least 200' of frontage
2. **Building Setbacks**	
2a. Front (min)	100'
2b. Side interior lot line (min)	100'
2c. Rear	100'
3. **Height**	
3a. Primary Structure (max)	35'
3b. Accessory structures (max)	18'
4. **Other**	
4a. Requires municipal water and sewer hookup	
4b. More than one primary structure shall be permitted on one tract of land.	
4c. Impervious area of lot (max)	30%

Sec. 3.4.5. PUD Planned Unit Development District

A. **Intent**

The intent of the PUD District is to provide a relief mechanism from the prescriptive standards of a general use zoning district. The PUD District is intended to be used to achieve a higher quality of project design than could be accomplished through the strict application of a general use district or set of general use districts, without adversely impacting the adequate facilities required to serve the property and surrounding area. A PUD District is established through Council approval with a specific PUD District Ordinance establishing the development standards and use standards for each PUD District (see *Sec. 10.2.16. Planned Unit Development*).

B. **Prerequisite Base Zoning**

The prerequisite base zoning shall be as indicated in the PUD District Ordinance. If a parent tract has multiple zoning districts, each of those zoning districts must be on the prerequisite listing.

C. **Minimum Project Size**

The minimum project size for a PUD District shall be two (2) acres or more.

D. **Minimum Parent Tract**

The minimum parent tract area shall be as indicated in the PUD District Ordinance.

E. **Development Requirements**

A PUD District shall comply with the provision of the UDO. In addition, a proposed PUD District should include concepts and development and design standards that generally offer the following advantages over a standard zoning district:

1. Address the policies included in the Comprehensive Plan specific to the neighborhood to encourage consistency with the community's vision as presented in the Comprehensive Plan.
2. Use design to provide compatibility between areas of different land uses and development intensities within the PUD District.
3. Buffer different types of land uses and development intensities outside of the PUD District from those within the PUD District to increase compatibility or minimize any adverse impact which new development may have on existing or zoned development.
4. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces and provide enhanced Salutogenic amenities and open space.
5. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.
6. Promote architecture that complements the surroundings.
7. Counteract urban monotony and congestion on streets.

UNIFIED DEVELOPMENT ORDINANCE

CHAPTER 5. USE REGULATIONS

Contents:

Article 5.1. Allowed Property Uses & Maintenance Standards
Article 5.2. Residential Uses
Article 5.3. Public & Institutional Uses
Article 5.4. Commercial Uses
Article 5.5. Industrial Uses
Article 5.6. ~~Open~~ Agricultural and Animal Uses
Article 5.7. Accessory Uses
Article 5.8. Temporary Uses

Article 5.1. Allowed Property Uses & Maintenance Standards

Contents:

Sec. 5.1.1. Classification of Uses
Sec. 5.1.2. Prohibited Uses
Sec. 5.1.3 Use Determination
Sec. 5.1.4. Key to Use Table
Sec. 5.1.5. Permitted Use Table
Sec. 5.1.6. General Health & Maintenance Standards

Sec. 5.1.1. Classification of Uses

A. **Applicability**

No building, structure or land shall be used and no building or structure shall be erected, reconstructed or structurally altered, which is arranged, intended or designed to be used for any purpose other than a use which is permitted and specified in a zoning district in which such a building, structure or land is located.

B. **Permitted Uses**

Permitted uses by district are listed in *Sec. 5.1.5. Permitted Use Table*. Permitted uses are grouped into categories of uses.

C. **Special Exception**

Special Exceptions by district are listed in *Sec. 5.1.5. Permitted Use Table*. See also *Sec. 10.2.19. Special Exception*.

D. **Accessory Uses**

Accessory uses are allowed in conjunction with a permitted primary use as set forth in *Article 5.7. Accessory Uses*.

E. **Temporary Uses**

Temporary uses, in conjunction with a primary use, are allowed as set forth in *Article 5.8. Temporary Uses*.

F. **Use Standards**

Certain use standards are allowed with specific standards as set forth in this Chapter. The use standard

is cross-referenced in *Sec. 5.1.5. Permitted Use Table*.

G. **Change of Tenant - Large Scale Tenant Spaces**

For any tenant space with a floor area of 25,000 square feet or greater, a change of one tenant to a different tenant with a COMMERCIAL or PUBLIC & INSTITUTIONAL use listed under *Sec. 5.1.5. Permitted Use Table*, excluding medical or office, shall be required to obtain approval from City Council as set forth in *Sec. 10.2.26. Change of Tenant - Large Scale Tenant Spaces*.

(Ord. 062121B, 07/19/2021)

Effective on: 7/19/2021

Sec. 5.1.2. Prohibited Uses

Except for uses determinations made pursuant to *Sec. 5.1.3 Use Determination*, any use not explicitly allowed as a permitted use by right, accessory use, limited use, Special Exception, or a Temporary Use in the zoning district allowed in *Sec. 5.1.5. Permitted Use Table*, is prohibited. The enumerations of prohibited uses below are expressly prohibited, but such enumeration shall not be deemed exclusive or all-inclusive. Prohibited uses include:

A. Any use of prima fascia business, commercial, or industrial character not otherwise specifically allowed in a zoning district ;
B. Any use prohibited by an applicable Special Exception;
C. Any use prohibited by an applicable overlay zoning district;
D. Manufactured home or travel trailer except in the MP Zoning District or allowed in a PUD Zoning District;
E. Open dump;
F. Signs erected in violation of *Article 6.17. Signage Standards*; and
G. Storage of unlicensed, uninspected, wrecked, crushed, dismantled, or partially dismantled automotive vehicles except as temporarily allowed in towing yards for vehicles or stored in a garage.

Effective on: 7/20/2018

Sec. 5.1.3. Use Determination

A. **Interpretation by the Director**

The Director is responsible for categorizing all uses. If a proposed use is not listed in a use category, but is similar in character, intensity, and impact to a listed use, the Director may consider the proposed use part of that use category. When determining whether a proposed use is like a listed use, the following criteria will be considered:

1. The actual or projected characteristics of the proposed use;
2. The relative amount of site area or floor area and equipment devoted to the proposed use;
3. Relative amounts of sales;
4. The customer type;
5. The relative number of employees;
6. Hours of operation;
7. Building and site arrangement;
8. Types of vehicles used and their parking requirements;
9. The number of vehicle trips generated;
10. How the proposed use is advertised;
11. The likely impact on surrounding properties; and
12. Whether the activity is likely to be found independent of the other activity on the site.

B. **Uses Not Specifically Listed**

A use not specifically listed in *Sec. 5.1.5. Permitted Use Table* is prohibited, unless the Director determines the use to be part of a use category as described in *Sec. 5.1.3 Use Determination*.

C. **Director Action**

Following a determination by the Director, a written record shall be kept by the Department (see also *Sec. 10.2.2. Administrative Determination*).

Sec. 5.1.4. Key to Use Table

Sec. 5.1.5. Permitted Use Table identifies uses permitted in each zoning district. The use table key is set forth below.

A. **Permitted Use (P)**

Indicates that the use is permitted by right in the District.

B. **Special Exception (S and SE)**

S - Indicates that it is a permitted use, subject to a review by the Board of Zoning Appeals with conditions and limitations imposed by the Board.

SE - Indicates that it is a permitted use, subject to a review by the Common Council with conditions and limitations imposed by the Common Council.

C. **Accessory (A)**

Indicates that the use is permitted as an accessory use to an established primary use.

D. **Temporary (T)**

Indicates that the use is permitted as a temporary use.

~~E. **Limited Use (L)**~~

~~Indicates that the use is permitted on a limited basis with additional standards.~~

Use Not Permitted (-)

Indicates that a use is not permitted in that District.

~~F. **Conditional Use (C)**~~

~~Indicates a use permitted that requires approval of the Board due to its nature.~~

(Ord. 011822, 02/21/2022)

Effective on: 7/20/2018

FISHERS
EST. 1872

Sec. 5.1.5. Permitted Use Table

5.1.5 Permitted Use Table																		
USE	Residential									Nonresidential						Other		Use Standards
	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	I1	MA	AG	OS	
	P - Permited, S - Special Exception Permit Required, A - Accessory, T - Temporary, * - Zoning-specific standards and limitations apply																	
RESIDENTIAL																		
Household Living, as listed below:																		*Sec. 5.2.1.A*
Single-unit living	P	P	P	P	P	P	P	P	-	-	-	-	-	-	-	P	-	*Sec. 5.2.1B.*
Two-unit living	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1C.*
Multi-unit living	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1D.*
Cottage court (IN PROGRESS)	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	*Sec. 5.2.1E.*
Conservation development	P	P	P	P	P	P	-	P	-	-	-	-	-	-	-	-	-	*Sec. 5.2.1F.*
Compact development (IN PROGRESS)																		
Manufactured home development	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	*Sec. 5.2.1.G*
-																		
Group Home Living, as listed below:																		*Sec. 5.2.2.A.*
~~Assisted living facility / memory care~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~-~~	~~P~~	~~P~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.2.2.B.*~~
Group home	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~C~~B.*
Special Care Facility	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Special care facility, as listed below:																		*Sec. 5.2.2.~~D~~C.*
Residential facility for the developmentally disabled	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Residential facility for the mentally ill	P	P	P	P	P	P	P	P	-	P	P	-	-	-	-	-	-	*Sec. 5.2.2.~~D~~C.*
Senior Living, as listed below:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*Sec. 5.2.3.A.*
Senior Living Community	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.B.*
Assisted Living	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.C.*
Independent Living	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	*Sec. 5.2.3.D.*

Nursing Home	-	-	-	-	-	-	P	-	-	P	P	-	-	-	-	-	-	Sec. 5.2.3.E.
PUBLIC & INSTITUTIONAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
CIVIC, except as listed below:	S	S	S	S	S	S	S	S	-	S	S	S	S	S	-	S	S	*Sec. 5.3.1A. & E.*
Cemetery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	*Sec. 5.3.1A. & B.*
~~Hospital~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~P~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.3.1A*~~
Place of Worship	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	*Sec. 5.3.1A. & C.*
~~Schools, Pre-K and Nursery~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~-~~	~~S~~	~~P~~	~~*Sec. 5.3.1A. & D.*~~
~~Schools, Primary and Secondary~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~S~~	~~S~~	~~-~~	~~S~~	~~-~~	~~S~~	~~P~~	~~*Sec. 5.3.1A. & D.*~~
~~Schools, trade, business or commercial~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~P~~	~~-~~	~~P~~	~~P~~	~~-~~	~~-~~	~~*Sec. 5.3.1A.*~~
~~Parks, Open Space and Greenways~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~*Sec. 5.3.2A.*~~
~~Outdoor Living History Museum~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~*Sec. 5.3.2B.*~~
~~Minor utilities~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~*Sec. 5.3.3A.*~~
~~Major utilities~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~S~~	~~*Sec. 5.3.3B.*~~
~~Telecommunication tower~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~P~~	~~P~~	~~P~~	~~-~~	~~P~~	~~P~~	~~*Sec. 5.3.3C.*~~
~~Micro (small cell) tower~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~*Sec. 5.3.3D.*~~
~~Wind turbines~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~P~~	~~-~~	~~*Sec. 5.3.3A.*~~
EDUCATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School, Preschool through K-12	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	*Sec. 5.3.1A. & D.*
School, Trade/Business	-	-	-	-	-	-	-	-	-	-	P	P	-	P	P	-	-	*Sec. 5.3.1A.*
HEALTHCARE FACILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hospital	-	SE	SE	SE	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.3.1A*
PARKS & OPEN SPACE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks, Open Space and Greenways	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*Sec. 5.3.2A.*
Outdoor Living History Museum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	*Sec. 5.3.2B.*
UTILITIES AND COMMUNICATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minor utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*Sec. 5.3.3A.*
Major utilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	*Sec. 5.3.3B.*
Telecommunication tower	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	P	P	*Sec. 5.3.3C.*
Micro (small cell) tower	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*Sec. 5.3.3D.*
Solar Energy System (SES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SES, Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	Sec 5.3.3.E
SES, Freestanding	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	P	P	Sec 5.3.3.E
SES, Parking Lot Canopy	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
SES, Roof-Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
SES, Wall-Mounted	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.E
Wind Energy System (WES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WES, Small	A	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	Sec 5.3.3.F
WES, Large	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	Sec 5.3.3.F
Battery Energy Storage System (BESS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BESS, Tier I	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	Sec 5.3.3.G
BESS, Tier II	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	S	-	Sec 5.3.3.G
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COMMERCIAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Child Care, as listed below:																		*Sec. 5.4.1A.*
Child care center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	*Sec. 5.4.1B.*
Child care home	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	~~P~~A	-	-	-	-	-	-	~~C~~S	*Sec. 5.4.1C.*
Child care ministry	A	A	A	A	A	A	A	A	-	A	A	A	-	A	-	A	S	*Sec 5.4.1.E*
Indoor Entertainment and Recreation, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	-	P	S	-	P	*Sec. 5.4.2A.*
Adult entertainment establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	~~C~~SE	-	-	-	*Sec. 5.4.2B.*
Medical, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	P	P*	-	-	*Sec. 5.4.3A. & B.*
Clinic	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.3C.*
Office	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	*Sec. 5.4.4A.*
Outdoor Recreation	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	*Sec. 5.4.5.*
Overnight lodging, except as provided below:	-	-	-	-	-	-	-	-	-	-	-	P	-	~~L~~P*	-	-	-	*Sec. 5.4.6A. & C.*
Bed and breakfast	P	P	-	-	-	-	-	-	-	P	P	-	-	-	-	P	P	*Sec. 5.4.6B.*
~~Short-term rentals~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~L~~	~~-~~	~~*Sec. 5.4.6D.*~~
Short-term renatls, owner-occupied	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	*Sec. 5.4.6D.*
Short-term rentals, not owner-occupied	S	S	S	S	S	S	S	S	S	-	-	-	-	-	-	S	-	*Sec. 5.4.6D.*
Personal Service~~, except as listed below:~~	-	-	-	-	-	-	-	-	-	P	P	P	~~L~~P*	-	~~L~~P*	-	-	*Sec. 5.4.7A. & D.*

~~Animal care (indoor)~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	~~P~~	-	~~P~~	~~P~~	~~*Sec. 5.4.7B.*~~
~~Animal care (outdoor)~~	-	-	-	-	-	-	-	-	-	-	-	~~P~~	-	~~P~~	-	~~P~~	~~P~~	~~*Sec. 5.4.7C.*~~
Restaurant/bar, as listed below:	-	-	-	-	-	-	-	-	-	-	P	P	-	-	L	P	-	*Sec. 5.4.8.A.*
Bar, tavern, lounge	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	*Sec. 5.4.8.B.*
Eating establishments	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	-	~~L~~P*	-	-	*Sec. 5.4.8.C.*
Fast food/quick service	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.8.D.*
Retail sales, except as provided below:	-	-	-	-	-	-	-	-	-	-	P	P	~~L~~P*	-	-	-	-	*Sec. 5.4.9A.& F.*
Brewery, low intensity	-	-	-	-	-	-	-	-	-	-	P	P	-	-	P	-	-	*Sec. 5.4.9.B.*
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	*5.4.9.C*
Electric Vehicle Charging Facility	-	-	-	-	-	-	-	-	-	-	S	S	-	S	-	-	-	*5.4.9.C*
Grocery	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	*Sec. 5.4.9.D*
Special handling	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	*Sec. 5.4.9.E*
Vehicle fuel sales	-	-	-	-	-	-	-	-	-	-	~~P~~ -	~~P~~ -	-	P	-	-	-	*Sec. 5.4.9.F*
Vehicle sales/rentals	-	-	-	-	-	-	-	-	-	-	-	~~L~~P*	-	P	-	-	-	*Sec. 5.4.10. A & B*
INDUSTRIAL	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Light industrial	-	-	-	-	-	-	-	-	-	-	-	-	P*	P	P	P	P	*Sec. 5.5.1A. & B.*
Light manufacturing	-	-	-	-	-	-	-	-	-	-	-	-	P*	P	P	-		*Sec. 5.5.2A. & B.*
Research & Development	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	*Sec. 5.5.3A.*
Self-service storage	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.5.4A. & B.*
Car wash	-	-	-	-	-	-	-	-	-	-	-	~~P~~ -	-	P	-	-	-	*Sec. 5.5.5.B.*
Vehicle repair (minor)	-	-	-	-	-	-	-	-	-	-	P*	P	-	P	-	-	-	*Sec. 5.5.5.C.*
Vehicle repair (major)	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	*Sec. 5.5.5.D.*
Vehicle repair (commercial vehicle)	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	*Sec. 5.5.5.E.*
Warehouse & distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	*Sec. 5.5.6A. & B*
Wholesale trade	-	-	-	-	-	-	-	-	-		-	-	-	P	P	-	-	*Sec. 5.5.7.A*
~~**OPEN**~~	~~**ER**~~	~~**R1**~~	~~**R2**~~	~~**R3**~~	~~**R4**~~	~~**R5**~~	~~**MF**~~	~~**TCR**~~	~~**MP**~~	~~**C1**~~	~~**C2**~~	~~**C3**~~	~~**EN**~~	~~**I1**~~	~~**MA**~~	~~**AG**~~	~~**OS**~~	-
~~**Agricultural, except as provided below:**~~	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1A.*~~
~~Community garden~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1B.*~~
~~Produce stand~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	-	-	~~L~~	~~L~~	~~*Sec. 5.8.2C.*~~
~~Plant nursery~~	-	-	-	-	-	-	-	-	-	-	-	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1C.*~~
~~Urban farm~~	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~P~~	-	-	-	~~P~~	~~P~~	~~*Sec. 5.6.1D.*~~
AGRICULTURAL & ANIMAL USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	-
Beekeeping	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	*Sec 5.6.2.A*
Community garden	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	-	-	P*	P*	*Sec. 5.6.1.B*

Domestic Pets	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	Sec 5.6.2.C
Domestic Farm Animals	A	A*	-	-	-	-	-	-	-	-	-	-	-	-	-	A	A	Sec 5.6.2.B
Kennel	-	-	-	-	-	-	-	-	-	-	-	P*	-	P*	-	P*	P*	Sec 5.6.2.D
Personal Garden	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	A	-	Sec. 5.6.1.C
Pet Grooming	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	P*	-	P*	P*	Sec 5.6.2.E
Plant nursery	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	Sec. 5.6.1.D
Produce stand	T*	T*	T*	T*	T*	T*	T*	T*	T*	T	T	T	T	-	-	T	T	Sec. 5.6.1.E
Urban farm	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	P	P	Sec. 5.6.1.F
Veterinary Clinic	-	-	-	-	-	-	-	-	-	P*	P*	P*	-	P*	-	P*	P*	Sec 5.6.2.F
Other agricultural uses as defined in this UDO	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	Sec. 5.6.1.A
ACCESSORY USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Accessory uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.7.1
Caretaker's residence	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	Sec 5.7.2.A
Drive-through	-	-	-	-	-	-	-	-	-	A	A	A	-	A	A	-	-	Sec 5.7.2.B
Home Occupation	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	Sec 5.7.2.C
Outdoor Dining	-	-	-	-	-	-	-	-	-	-	A	A	A	-	A	-	-	Sec 5.7.2.E
Recreational Use related to a Residential Development	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	Sec 5.7.2.F
Residential Accessory Service	-	-	-	-	-	-	A	-	-	-	-	-	-	-	-	-	-	Sec 5.7.2.G
TEMPORARY USES	**ER**	**R1**	**R2**	**R3**	**R4**	**R5**	**MF**	**TCR**	**MP**	**C1**	**C2**	**C3**	**EN**	**I1**	**MA**	**AG**	**OS**	
Temporary uses, general	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sec 5.8.1
Construction Trailer	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.A
Event Tents	T	T	T	T	T	T	T	T	T	-	-	-	-	-	-	T	-	Sec 5.8.2.G.2
Garage/Yard Sale	T	T	T	T	T	T	T	T	T	-	-	-	-	-	-	T	-	Sec 5.8.2.G.1
Institutional	T	T	T	T	T	T	T	T	-	T	T	T	-	T	-	T	T	Sec 5.8.2.B
Sales Office for Model Home	T	T	T	T	T	T	T	T	-	-	-	-	-	-	-	-	-	Sec 5.8.2.C
Special Event	-	-	-	-	-	-	-	-	-	T	T	T	T	T	T	T	T	Sec 5.8.2.D
Temporary off-street parking	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.E
Temporary trash receptacle	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.F
Temporary storage unit (POD)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec 5.8.2.F

Sec. 5.1.6. General Health & Maintenance Standards

A. **Obnoxious Characteristics**

No use shall exhibit obnoxious characteristics to the extent that it constitutes a public nuisance. No use in existence on the effective date of this UDO shall be so altered or modified to conflict with these standards.

B. **Fire Protection**

Firefighting equipment and prevention measures acceptable to the Fire Department and any federal, State, County, and/or local authorities that may also have jurisdiction shall be readily available and apparent when any activity involving the handling or storage of flammable or explosive materials is conducted.

C. **Electrical Disturbance**

No use shall cause electrical disturbance adversely affecting radio, television or other telecommunication equipment in the vicinity.

D. **Noise**

No use shall produce noise in such a manner as to be objectionable because of volume, frequency, intermittence, beat, shrillness or vibration. Said noise shall be muffled or otherwise controlled so as not to become detrimental, provided, however, public safety sirens and related apparatus used solely for public purposes shall be exempt from this standard. Also, refer to City of Fishers Code of Ordinances, Chapter 98 Noise.

E. **Vibration**

No use shall cause vibrations or concussions detectable beyond the lot lines without the aid of instruments.

F. **Odor**

No use shall emit across the lot lines malodorous gas or matter in such quantity as to be detectable at any point along the lot lines.

G. **Air Pollution**

No use shall discharge across the lot lines fly ash, dust, smoke, vapors, noxious, toxic or corrosive matter, or other air pollutants in such concentration as to be detrimental to health, animals, vegetation or property, or conflict with public air quality standards.

H. **Heat and Glare**

No use shall produce heat or glare in such a manner as to be a nuisance or create a hazard perceptible from any point beyond the lot lines.

I. **Water and Solid Waste Pollution**

1. No use shall produce erosion or pollutants in such quantity as to be detrimental to adjacent properties or conflict with public water quality standards.
2. No authorization of a use under this UDO includes the authority to discharge liquid or solid wastes into public waters except as permitted under the Stream Pollution Control Law (Acts 1943, Chapter 214, as amended). Plans and specifications for proposed sewage and other waste treatment and disposal facilities shall be approved by the Stream Pollution Control Board and any federal, State, County, and/or local authorities that may also have jurisdiction.
3. No use shall accumulate within the lot or discharge beyond the lot lines any waste matter, whether liquid or solid, in conflict with applicable public health, safety and welfare standards and regulations.

J. **Waste Disposal**

No waste materials such as garbage, rubbish, trash, construction material, gasoline, oil, flammables, soils,

tars, chemicals, greases, industrial or agricultural waste, or any other material of such nature, quantity, obnoxiousness, toxicity, or temperature that may contaminate, pollute, or harm the waters may be deposited, located, stored, or discharged on any lot in a way that would be likely to runoff, seep, or wash into surface or ground water. Also, refer the City of Fishers Code of Ordinances, Chapter 153 Stormwater Management.

K. **Fuel Storage**
No flammable or explosive liquids, solids, or gasses as specified by the State Fire Marshal may be stored in bulk above ground, except tanks or drums of fuel connected directly with energy devices or heating appliances located and operated on the same lot as the tanks or drums of fuel. Fuel for heavy equipment used during grading and construction may be stored on site for the duration of the project subject to all applicable State and local regulations.

L. **Debris/Refuse**

1. Debris, refuse, trash, construction material, garbage, litter, unfinished buildings, scrap metals, or rotting wood shall not be present or accumulate on any property; or
2. The storage or parking of any inoperable vehicle or junk vehicles as those terms are defined in *CHAPTER 12. DEFINITIONS*.
3. **Exemption.** This subsection shall not be construed as prohibiting any of the following:
   a. The outdoor storage of bona fide farm equipment, farm implements, or farm vehicles; provided such items are being used for ongoing farm operations and are otherwise in compliance with all other applicable ordinances,
   b. A motor vehicle which is mechanically operable, but unlicensed because it is owned, leased or co-signed to a duly licensed and lawful new or used car dealer, if the motor vehicle is located on premises under the control of the car dealer for sale or delivery; or
   c. A vehicle or motor vehicle which is stored on the premises of a duly licensed and lawful vehicle or motor vehicle repair shop or a licensed and lawful vehicle impoundment facility, if the repair shop or impoundment facility has all licenses or registrations required by the State of Indiana

M. **Light Pollution**
All lighting shall comply with requirements of Article 6.5. Exterior Lighting Standards to not be detrimental to adjacent and surrounding properties to an extent to cause a nuisance or disturb a local habitat.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Article 5.2. Residential Uses

Contents:

Sec. 5.2.1 Household Living
Sec. 5.2.2. Group Home Living

Sec. 5.2.1. Household Living

A. **Household Living Use Category**

Residential occupancy of a dwelling unit by a household. Household living includes the following uses.

1. Single-unit living, two-unit living, multi-unit living.
2. Cottage court.
3. Conservation development.
4. Compact development.
5. Manufactured home development.

B. **Single-Unit Living**

One (1) dwelling unit in a single primary structure.

C. **Two-Unit Living**

Two (2) dwelling units in a single primary structure.

D. **Multi-Unit Living**

Three (3) or more dwelling units in a single primary structure. Multiple primary buildings are allowed on the same lot.

E. **Cottage Court**
A group of small detached houses centered around a common open space or courtyard.

F. **Conservation Development**

A conservation development allows smaller lot sizes (with smaller setbacks) and additional density in exchange for protecting a significant amount of open space.

G. **Manufactured Home Development**

A site which contains or is intended for the long-term location of manufactured homes that may include services and facilities for the residents. Includes both manufactured home park (with leased or condominium spaces) and manufactured home subdivision (individually platted spaces). Manufactured home developments must meet standards in *CHAPTER 3. ZONING DISTRICTS*.

Sec. 5.2.2. Group Home Living

A. **Group Living Use Category**

Residential occupancy of a structure by a group of people that does not meet the definition of household living. Generally, group living facilities have a common eating area for residents and residents may receive care or training. Group living includes the following uses.

~~1. Assisted living facilities.~~

2. Group home.

~~3. Nursing home.~~

4. Special care facilities.

~~B. **Assisted Living Facility**~~

~~A residential facility where assistance with daily activities, such as taking medicine, dressing, grooming, and bathing are provided for the aged or infirm, or any other reasonably independent person in need of nursing care; and which does not contain equipment for surgical care or for treatment of disease or injury, and is not primarily designed for patients being treated for mental illness or alcohol or drug addiction. Assisted living facilities have private rooms that are not shared by non-related persons.~~

C. **Group Home**

A facility that houses not more than 10 children that are either:

1. In need of service under IC 31-34-1; or
2. Children who have committed a delinquent act under IC 31-37-2-2; IC 31-37-2-3; or IC 31-37-2-5.
3. Group homes are not subject to covenants, deeds or other instruments pertaining to the transfer, sale, lease, or use of property that would permit the residential use of property but prohibit the use of that property as a group home as a matter of State public policy reasons. Group homes cannot be prohibited because they are a business, the persons living in a group home are not related, or any other reason. All group homes must abide by State Law and must be a licensed facility with the State,

meeting fire codes, building codes, and specific group home regulations.

D. **Special Care Facility**

1. **Residential Facility for the Developmentally Disabled.**

   a. Large: A residential facility which provides residential services for more than eight (8) developmentally disabled individuals as described in IC 12-28-4. This use is allowed in all Residential Districts.

   b. Small: A residential facility which provides residential services for eight (8) developmentally disabled individuals or less as described in IC 12-28-4.

2. **Residential Facility for the Mentally Ill.** A residential facility which provides residential services for mentally ill individuals as described in IC 12-28-4. This use is allowed in Residential Districts, however, no two (2) Residential Facilities for the Mentally Ill shall be within 3,000 feet of each another within the City's planning jurisdiction as stated in Indiana Code.

Sec. 5.2.3. Senior Living

A. **Senior Living Use Category**

Residential occupancy of an individual or multi-family dwelling unit that may not meet the definition of household living. Generally, senior living communities are for those aged 55 and over. They offer a variety of housing and care options, which are listed below. Assisted Living

1. Senior Living Community
2. Independent Living
3. Assisted Living
4. Nursing Home

B. **Senior Living Community**

A residential community that offers a variety of housing and care options consisting of independent living, assisted living and memory care on a single lot. The spectrum of options allows seniors aged 55 and over to age in place. These communities are under common ownership. Residents may live in single family or multi-family housing with units only rented or leased and not sold.

C. **Assisted Living**

A residential community for those who require long-term assistance with activities of daily living including limited on-site rehabilitation and medical care. The building does not contain equipment for surgical care or for treatment of disease or injury and is not primarily designed for residents needing 24-hour monitoring and medical assistance by trained medical staff and treatment for mental illness or alcohol or drug addiction. Assisted living communities primarily have apartment-like private rooms that are not shared by non-related persons. They may provide memory care services for those with Alzheimer's or dementia. In the memory care wing or floor, residents may share rooms with non-related persons.

D. **Independent Living**

A residential community for those who do not need assistance with activities of daily living but would like services that may include daily meals, housekeeping and laundry services, wellness team, security, transportation, access to on-site activities, amenities and events, etc. Residential units associated with senior living communities are only rented or leased and not sold. These units may consist of single-family homes, duplexes, apartments, condos, townhomes, etc.

E. **Nursing Home**

A residential community for those who require either short- or long-term assistance with activities of daily living including 24-hour monitoring and medical assistance by trained medical staff, in-house rehabilitation services and specialized care. They do not provide care or treatment to those with a serious illness like a hospital. Nursing homes primarily have dorm – style living that may be private or shared with non-related persons. They may provide memory care services for those with Alzheimer's or dementia and mental health services.

Article 5.3. Public & Institutional Uses

Contents:

Sec. 5.3.1. Civic

Sec. 5.3.2. Parks, Open Space & Greenways

Sec. 5.3.3 Utilities

Sec. 5.3.1. Civic

A. **Civic Use Category**

Places of public assembly that provide ongoing governmental, life safety, educational and cultural services to the public, as well as meeting areas for religious practice. Buildings and structures for civic uses shall comply with *Article 6.13. Permitted Non-residential Structure Standards*. Non-profit civic uses are not permitted within the I-69 Overlay District (see also *CHAPTER 4. OVERLAY ZONING DISTRICTS*). Civic uses include, but are not limited to, the following uses as examples:

1. Cemetery.
2. Civic Club
3. Hospital
4. Museum, library.
5. Places of worship including church, mosque, synagogue, temple.
6. Police, fire, EMS station.
7. School, public or private (K-12).
8. School, Trade or Business

B. **Cemetery**

Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. Cemeteries shall comply with the following standards.

1. **Wall and Fence Standards:** All cemeteries shall incorporate a perimeter fence or wall that is at least 48 inches tall but no taller than 72 inches. Fencing shall not be chain-link.
2. **Setback Standards:**
   a. Any burial space shall be set back at least 100 feet from any existing or proposed easement or right-of-way.
   b. Any permanent structure erected for the interment, entombment, or inurnment of human remains shall be set back at least 100 feet from the nearest property line.

C. **Place of Worship**

A building set apart and/or consecrated for religious purposes and public worship.

D. **School, Public or Private (K-12)**

A public or private (including charter or religious) school at the primary, elementary, middle, junior high or

high school level that provides basic academic education.

Effective on: 7/20/2018

Sec. 5.3.2. Parks, Open Space & Greenways

A. **Parks, Open Space and Greenways Use Category**

Uses focusing on natural areas consisting mostly of vegetation, passive or active outdoor recreation areas and having few structures. Parks, open space and greenway uses include, but are not limited to, the following uses as examples:

1. Botanical garden, nature preserve, recreational trail, greenway.
2. Game preserve, wildlife management area, refuge, animal sanctuary.
3. Park, recreation field. A public park may contain civic uses such as a community center, museum or library.
4. Reservoir, control structure, water supply, water well.

B. **Outdoor Living History Museum.**

The Outdoor Living History Museum established to provide for the education of the public regarding the life and times of the first generation of Indiana settlers. The use standards for the Outdoor Living History Museum is provided below:

1. **Approval.** Development Plan approval required for all developments.
2. **Height.** One (1) primary structure not to exceed 50 feet; all other structures not to exceed 35 feet; exhibits/attractions related to the outdoor living history museum exempt from these height standards.
3. **Minimum Lot Area.** 150 acres.
4. **Minimum Lot Width at Building Line.** 1,000 feet.
5. **Minimum Lot Frontage.** 500 feet.
6. **Sewer and Water.** Requires municipal water or sewer hookup.
7. **Minimum Front Setback.** 100 feet.
8. **Minimum Side Setback.** 50 feet
9. **Minimum Rear Setback.** 100 feet
10. **Buffer Yard.** Additional Buffer Yard requirements may apply that increases the setbacks. See also *Sec. 6.7.4. Buffer Yards.*
11. **Maximum Impervious Surface Coverage.** 40%
12. **Primary/Accessory Structures.** More than one Primary Structure and more than one accessory structure shall be permitted on one tract of land.
13. **Access.** Entrances and exits shall be located to minimize any adverse effect on adjacent properties.
14. **Parking.** Off-street parking spaces shall be provided on site for any use and shall consist of not fewer than 620 improved parking spaces.
15. **Storage.** Outside storage, where necessary, shall be in a manner which will minimize its visibility from areas adjoining the project site.

Effective on: 7/20/2018

Sec. 5.3.3. Utilities

A. **Minor Utilities Use Category**

Public or private infrastructure serving a limited area with no on-site personnel. Minor utilities include, but are not limited to, the following uses as examples:

1. On-site stormwater retention or detention facility.
2. Neighborhood-serving cable, telephone, gas or electric facility.
3. Sustainable energy system.
4. Water and wastewater pump station or lift station.
5. Electrical substation.
6. Utility service.

B. **Major Utilities Use Category**

Public or private infrastructure serving the general community and possibly having on-site personnel. Major utilities include the following uses.

1. Electric or gas generation plant.
2. Water or sanitary sewer treatment plant.

C. **Telecommunication Facilities**

A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use as it relates to commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions Telecommunication facilities are allowed in nonresidential zoning districts and shall comply with the following use standards:

1. **Setbacks.**
   a. All telecommunication towers shall be set back from any property line a distance equal to at least 80% of the height of the tower;
   b. A telecommunication tower shall be 500 feet from any residential structure; and
   c. Telecommunication towers are generally not permitted in established front yards, except where evidence provided by the petitioner demonstrates that placement in an established front yard would provide the best camouflage for the tower.
2. **Design.** All telecommunication towers shall be a monopole design.
   a. Buffer Requirements. The location of the tower and equipment buildings shall comply with all local, State and federal natural resource protection standards. The following buffer planting shall be located around the outermost perimeter or security fence of a telecommunication facility:
      i. An eight-foot (8') high wood fence or brick masonry wall shall completely surround the entire telecommunications facility, excluding guy wires.
      ii. A live evergreen screen consisting of a hedge, planted five (5) feet on center maximum, or a row of evergreen trees planted a maximum of 10 feet on center shall be planted outside the fence around the entire telecommunication facility and each of the guy wires and anchors, if used, and the height of all plants at the time of planting shall be no less than five (5) feet;
      iii. Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible on the entire site;
      iv. Existing evergreen vegetation outside the fence or wall may be counted toward the evergreen screen.
3. **Access.** Proposed telecommunication towers and antennas shall meet the following access requirements:
   a. Vehicular access to the tower and equipment building shall be provided along any existing driveways, whenever feasible; and
   b. The telecommunication facility shall be fully automated and unattended daily, and may be visited only for periodic maintenance, emergencies, installations or equipment removal.

4. **Design.** Proposed telecommunication towers and antennas shall meet the following design requirements:
   a. Telecommunication towers and antennas shall be designed to blend into the surrounding environment using camouflaging, color and architectural treatment, except in an instance where the color is dictated by federal or State authorities such as the Federal Aviation Administration (FAA).
   b. The entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment such as wood, brick, or stucco is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. If the facility is screened 100% during all seasons with an eight-foot (8') tall wood privacy fence and evergreen screen, other materials may be approved.
   c. Lighting for safety or security reasons, or required by the FAA or other federal or State authority is permitted. All required lighting shall be oriented inward so as not to project onto surrounding residential properties.
5. **Collocation Requirements.**
   a. At a minimum, a monopole shall be constructed to support the initial user plus the anticipated loading of the number of additional users required in accordance with this UDO.
   b. Minimum number of additional antenna sites to be provided on an 80-foot tower is two (2).
   c. The site of the initial telecommunication tower and telecommunication facility shall be of sufficient area to allow for the location of additional equipment.
   d. Any proposed telecommunication tower shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial use and the additional users as required in accordance with this UDO. Telecommunication towers shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the tower and to accept cellular communication equipment and antennas mounted at varying heights.
6. **Siting Requirements.** A proposal for a new telecommunication tower shall not be approved unless the petitioner submits verification that the telecommunication equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or buildings or other structure due to one (1) or more of the following reasons:
   a. The planned telecommunication equipment would exceed the structural capacity of the existing or approved towers, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved towers, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost.
   b. The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost.
   c. The existing or approved towers, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer.
   d. Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved tower, building or structure.
   e. The petitioner has been unable to enter a commonly reasonable lease term with the owners of existing towers, buildings or structures.
   f. Additional land area is not available at the base of existing towers, buildings or structures to accommodate the proposed telecommunication facility.

7. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission's jurisdiction shall comply with the following requirements:
   a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the Federal Communications Commission (FCC) when applicable.
   b. All telecommunication towers and telecommunication equipment shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.
   c. Except for necessary electric and telephone service and connection lines approved by the Board, no part of any telecommunication equipment, telecommunication tower, lines, cables, equipment, wires or braces in connection with either shall at any time extend across or over any part of a right-of-way, public street, highway, sidewalk, trail or property line without appropriate approval in writing.
   d. All telecommunication towers and telecommunication equipment shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.
   e. All telecommunication towers and telecommunication equipment shall be constructed to conform with the requirements of the Occupational Safety and Health Administration (OSHA).
   f. All signal and remote-control conductors of low energy extending substantially horizontally above the ground between a tower and other telecommunication equipment, or between towers, shall be at least 10 feet above the ground at all points, unless buried underground.
   g. All telecommunication towers and telecommunication equipment shall be designed and constructed to all applicable standards of the American National Standards Institute (ANSI) manual, as amended.
   h. An engineer's certification shall be submitted for all telecommunication towers and all other telecommunication equipment to document and verify the design specifications, including, but not limited to, the foundation for all towers, anchors for all guy wires (if used), the location of all collocation sites, strength requirements to withstand natural forces such as ice, wind, earth movements, etc.
   i. All telecommunication towers and telecommunication equipment shall be designed and constructed, at a minimum, to withstand wind gusts of at least 80 miles per hour with one-half (½) inch of ice and to accommodate all collocation sites as required by this UDO.
8. **Existing Structures.** The following shall apply to existing antennas, telecommunication towers and telecommunication equipment:
   a. Existing structures may continue in use for the purpose now used and as now existing, but may not be replaced or significantly structurally altered without complying in all respects to the requirements set out in this UDO.
   b. All requests to install any telecommunication equipment on an existing approved or "grandfathered" tower, building or structure shall be submitted to the Department for approval. All such requests will only require an electrical permit, Department zoning approval, and the contract between the petitioner and the owner of the existing tower, building or structure, unless other approvals are required as set out in this UDO.
9. **Inspection of Towers.** The following shall apply to the inspection of telecommunication towers:
   a. All telecommunication towers may be inspected at least once every year - or more often as needed to respond to complaints received - by the Department, the Director of Engineering, and/or a qualified and licensed consulting engineer to determine compliance with the original construction standards. Deviation from original construction for which any permit was obtained constitutes a violation of this UDO.

b. Notice of Violation will be sent by registered mail to the owner and the owner will have 30 days from the date the notification is issued to make repairs. The owner is required to notify the Department of Community Development that the repairs have been made, and as soon as possible thereafter, another inspection will be made and the owner notified of the results.

10. **Abandoned Towers.** Any telecommunication tower unused or left abandoned for six (6) months will be removed by the tower owner at its expense. Should the owner fail to remove the telecommunication tower after 30 days from the date a Notice of Violation is issued, the City may remove the telecommunication tower and bill the owner for the costs of removal and cleanup of the site.

D. **Micro (Small Cell) Towers**

1. **Purpose.** The purpose of this Section is to provide for sensible and reasonable land use standards to allow for the provision of adequate reliable public and private telecommunication service and small cell facilities for telecommunications to serve the telecommunications needs of the area and undesirable visual effects of such small cell facilities and to provide for the reasonable location of such facilities in the City.
2. **Limitation to JURIS-OL.** Small cell facilities for telecommunications are limited to placement in the JURIS-OL zoning district. Small cell facilities for telecommunications are not permitted within JURIS-OL right-of-way having "Local" functional classification as defined in the City's Transportation Plan.
3. **Definitions.** For purposes of this Section, the following words are consistent with State Law, the words and phrases below are defined as follows:
   a. **Antenna**: Any communications equipment that transmits or receives electromagnetic radio signals used in the provision of wireless communications service.
   b. **Base Station**: A station located at a specific site that is authorized to communicate with mobile stations. The term includes all radio transceivers, antennas, coaxial cables, power supplies, and other electronics associated with a station.
   c. **Collocation**: The placement or installation of wireless facilities on existing structures that include a wireless facility or a wireless support structure, including water towers and other buildings or structures. The term includes the placement, replacement, or modification of wireless facilities within an approved equipment compound.
   d. **Construction Plan** (1): When referring to a new wireless support structure means a written plan for construction that demonstrates the aesthetics of the wireless support structure is substantially similar to the street lights located nearest the proposed location; includes the total height and width of the wireless facility and wireless support structure, including cross section and elevation, footing, foundation and wind speed details; a structural analysis indicating the capacity for future and existing antennas, including a geotechnical report and calculations for the foundation's capacity; the identity and qualifications of each person directly responsible for the design and construction; and signed and sealed documentation from the applicant that shows the proposed location of the wireless facility and wireless support structure and all easements and existing structures within 1,000 feet of such wireless facility or wireless support structure.
   e. **Construction Plan** (2): When referring substantial modification of an existing wireless facility or wireless support structure means a plan that describes the proposed modifications to the wireless support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment.
   f. **Electrical Transmission Tower**: A structure that physically supports high voltage overhead power lines. The term does not include a utility pole.
   g. **Equipment Compound**: The area that: (1) surrounds or is near the base of a wireless support structure; and (2) encloses wireless facilities.
   h. **Existing Structure**: Does not include a utility pole or an electrical transmission tower.
   i. **Permit Authority**: The staff of the City and the applicable Board appeals within the jurisdiction

of the City.

j. **Person**: A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

k. **Small Cell Facility**: (i) A personal wireless service facility as defined by the Act or (ii) a wireless service facility that satisfies the following requirements: (a) each antenna, including exposed elements, has a volume of three (3) cubic feet or less; (b) all antennas, including exposed elements, have a total volume of six (6) cubic feet or less; and (c) the primary equipment enclosure located with the facility has a volume of 40 cubic feet or less.

l. **Small Cell Network**: A collection of interrelated small cell facilities designed to deliver wireless service.

m. **Substantial Modification of a Wireless Support Structure**: The mounting of a wireless facility on a wireless support structure in a manner that: (i) increases the height of the wireless support structure by the greater of: (a) 10% of the original height of the wireless support structure; or (b) 20 feet; (ii) adds an appurtenance to the wireless support structure that protrudes horizontally from the wireless support structure more than the greater of: (a) 20 feet; or (b) the width of the wireless support structure at the location of the appurtenance; or (iii) increases the square footage of the equipment compound in which the wireless facility is located by more than 2,500 square feet. The term substantial modification does not include the following: (i) increasing the height of a wireless support structure to avoid interfering with an existing antenna; (i) increasing the diameter or area of a wireless support structure to: (a) shelter an antenna from inclement weather; or (b) connect an antenna to the wireless support structure by cable.

n. **Utility Pole**: A structure that is: (i) owned or operated by: (a) a public utility; (b) a communications service provider; (c) a municipality; (d) an electric membership corporation; or (e) a rural electric cooperative; and (ii) designed and used to: (a) carry lines, cables, or wires for telephone, cable television, or electricity; or (b) provide lighting.

o. **Wireless Facility**: The set of equipment and network components necessary to provide wireless communications service. The term does not include a wireless support structure.

p. **Wireless Support Structure**: A freestanding structure designed to support wireless facilities. The term does not include a utility pole or an electrical transmission tower.

4. **General Standards.**

a. Permits: A person that provides wireless communications service or otherwise makes available infrastructure for wireless communications services may apply for a permit to (a) locate a wireless facility or wireless support structure, (b) perform a substantial modification or (c) collocate wireless facilities on existing structures in the JURIS-OL. An applicant shall demonstrate that the proposed wireless facility, wireless support structure or substantial modification thereof complies with the requirements of this JURIS-OL.

b. Collocation Preference:

i. At a minimum, new wireless facilities shall be a monopole constructed to support the initial user plus the anticipated loading of one additional user.

ii. The site of the initial wireless facility at any location shall be of sufficient area to allow for the location of one (1) additional wireless facility.

iii. Any proposed wireless support structure shall be designed, and engineered structurally, electrically and in all other respects, to accommodate both the initial wireless facility and one additional wireless facility support structure shall be designed to allow for future rearrangement of cellular communication equipment and antennas upon the structure and to accept cellular communication equipment and antennas mounted at varying heights.

iv. A proposal for a new wireless support structure shall not be approved unless the person submits an affidavit that the telecommunication equipment planned for the proposed wireless support structure cannot be accommodated on an existing or approved utility pole or

electrical transmission tower or other structure due to one (1) or more of the following reasons:

a) The planned telecommunication equipment would exceed the structural capacity of the existing or approved utility pole or electrical transmission tower, buildings, or structures as documented by a qualified and licensed professional engineer, and the existing or approved utility pole or electrical transmission tower, buildings or structures cannot be reinforced, modified, or replaced to accommodate the planned telecommunication equipment at a reasonable cost, or

b) The planned telecommunication equipment would cause interference impacting the usability of other existing telecommunication equipment at the site if placed on existing structures. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost; or

c) The existing or approved utility pole or electrical transmission tower, buildings or structures within the search radius cannot accommodate the planned telecommunication equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer; or

d) Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunication equipment upon an existing or approved utility pole or electrical transmission tower, building or structure; or

e) The person has been unable to enter a commonly reasonable lease term with the owners of existing utility pole or electrical transmission tower, buildings or structures.

c. Specifications: Beginning on the effective date of August 1, 2015, new wireless facilities and wireless support structures shall meet the following specifications:

i. *Overall Maximum Antenna and Tower Height*: 50 feet from AGL (at grade level).

ii. *Minimum Tower Separation*: 1 ,000 feet between any other support structure primarily used for telecommunications, measured in any direction between support structures, not necessarily a dimension measured parallel to a road right-of-way.

iii. Support structures must be metal or fiberglass poles matching the City's street light poles, per engineering specifications as may be amended from time to time by the Fishers Board of Public Works and shall be "Fishers Green" which is commonly called Lilly Industries "Holiday Green" RAL 6004. Support structures shall include luminaires that match the City's specifications for lighting and be maintained in good working order at the cost of the applicant, including the cost of electricity. Any antenna equipment mounted to the support structures (antenna or other permitted equipment) shall also be matching in color to the support structure.

iv. All facility equipment at a single facility, except for the antenna itself, shall be ground mounted in a cabinet having an area not to exceed 40 cubic feet and no greater than 48 inches tall. Under special circumstances based on an agreement, the permit authority may allow a pole mounted cabinet with dimension not exceeding 20" x 20" x 6", ground mounted cabinet not to exceed 2' x 2' x 1’ and other considerations, such as, but not limited to, the addition of shrouding and landscaping to mitigate the visual impact of the equipment. If an agreement cannot be reached, then the City Board of Public Works shall intervene and decide.

v. All support structures shall have a plaque identifying the structure, the owner and the owner's contact information, said plaque shall not exceed 0.25 square feet.

vi. All wiring and fiber shall be concealed within the support structure and all conduit, wiring and fiber shall be buried between structures and/or structures and ground mounted cabinets. All service lines (e.g. electric lines) to the support structure must also be buried unless service lines in the support structure are aerial then service lines to the support structure can also be aerial, except for any service drop crossing a street or roadway which would need to be bored

and placed under such street or roadway.

vii. Wireless support structures and facilities shall be designed to blend into the surrounding environment using color, camouflaging and architectural treatment and the entire facility shall be aesthetically and architecturally compatible with its environment. The use of materials compatible with the surrounding environment is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. Specific requirements for aesthetics of the wireless support structures and facilities shall be in accordance with standards established by the City Board of Public Works, from time to time.

d. Continued Operation: A person receiving a permit for a new (i) construction of a new wireless support structure; (ii) substantial modification of a wireless support structure; or (iii) collocation of wireless facilities on an existing structure explicitly agrees that if the wireless support structure or wireless facilities are not used for a period of six (6) consecutive months, they will be removed by the facilities owner at its expense. Should such owner fail to remove the wireless support structure or wireless facilities after 30 business days from the date a Notice of Violation is issued by the City, the City may remove such structure or facilities and bill the owner for the costs of removal and cleanup of the site. The owner of any facility shall annually file a copy of any inspections completed on such wireless support structure or wireless facilities with the permit authority for continued operation and use of the wireless support structure or wireless facilities.

e. Confidential Information: All confidential information submitted by an applicant shall be maintained to the extent authorized by Indiana Code 5-14-3 et. seq.

5. **New Wireless Support Structures.**

a. Contents of Application: An application for a permit shall include the following:

i. The name, business address, and point of contact for the applicant.

ii. The location address, and Latitude and Longitude of the proposed or affected wireless support structure or wireless facility, and identify all small cell towers within 1,500 feet of the proposed new support structure.

iii. A construction plan, as defined herein, that describes the proposed wireless, support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment sufficient to determine compliance with these standards.

iv. Evidence supporting the choice of location, including, without limitation.

a) Maps or plats showing the proposed location(s) of applicant's proposed wireless support structure; and

b) A sworn statement from the individual responsible for the choice of location demonstrating that collocation of wireless facilities on an existing wireless support structure was not a viable option.

b. Single Application: An applicant may submit one (1) application for multiple wireless service facilities that are located within JURIS-OL. The Department may issue a single permit for all wireless support structures and service facilities included in the application rather than individual permits for each wireless support structure and service facility.

c. Variances: If the proposed wireless support structure is not a permitted use under an applicable zoning ordinance, the applicant shall additionally submit evidence showing that the application complies with the criteria for a variance of use from the terms of the zoning ordinance.

d. Procedure:

i. *Determination of Completion/Defects*: Within 10 business days of receipt of an application, the permit authority shall review the application to determine if the application is complete. If

the permit authority determines that an application is not complete, the permit authority shall notify the applicant in writing of all defects in the application. An applicant that receives a written notice of incompletion may cure the defects and resubmit the application within 30 business days of receiving the notice. If an applicant is unable to cure the defects within the 30-day period, the applicant shall notify the permit authority of the additional time the applicant requires to cure the defects.

ii. *Decision by Permit Authority*: Not more than 14 business days after the permit authority makes an initial determination of completeness, the permit authority shall: (i) review the application to determine if it complies with applicable requirements of this Section (ii) review the application to determine if it complies with standards required as established by the permit authority, and (iii) notify the applicant in writing whether the application is approved or denied. However, if the applicant requested additional time to cure defects in the application, the 14 business days shall be extended for a corresponding, reasonable amount of time.

e. Written Determinations: A written determination shall state clearly the basis for the decision to approve or deny an application. If the permit authority denies an application, the written determination must include substantial evidence in support of the denial. If a use variance is needed, a determination is considered written if it is included in the minutes of a public meeting of the permit authority.

6. **Substantial Modification.** A substantial modification shall result in a new application and shall follow the same process for a New Wireless Support Structures described above.

7. **Collocation.** An application for a permit for collocation shall follow the same process as a New Wireless Support Structures described above.

8. **Construction Requirements.** All antennas, telecommunication towers, accessory structures and any other wiring constructed within the Commission jurisdiction shall comply with the following requirements:

a. All applicable provisions of this UDO and the Building Code of the State of Indiana, as amended, and the FCC when applicable.

b. All wireless facilities and support structures shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code, as amended, and the Electronics Industry Association.

c. All wireless facilities and support structures shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code, as amended.

d. All wireless facilities and support structures shall be constructed to conform with the requirements of the OSHA.

e. All wireless facilities and support structures shall be designed and constructed to all applicable standards of the ANSI manual, as amended.

E. **Solar Energy Systems**

1. **Applicability.**

a. The requirements of this Section shall apply to all solar energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.

b. Solar energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

c. Modifications to, retrofits or replacements of an existing solar energy system that increase the total energy output shall be subject to this Ordinance.

2. Use Standards.

a. **Solar, Building-Mounted.** The standards of this subsection apply to roof-mounted and wall-mounted solar energy systems.

i. **Output**. The system shall not produce more than one megawatt of electricity.
ii. **Location on the structure**.
    1. SES is permitted to be on any primary and accessory structure.
    2. Roof-mounted SES may be located on any roof plane.
    3. Wall-mounted SES may not be located on a Front Façade, unless designed to be integrated with the walls.
iii. **Height**. Solar energy system may exceed the permitted maximum height of the underlying zoning district per primary or accessory structure that the system is affixed to by a maximum of:
    1. **Residential zoning districts**. Thirty-six (36) inches.
    2. **Mixed-Use and Non-Residential zoning districts**: Sixty (60) inches.
iv. **Projections**.
    1. Roof-mounted SES may not project horizontally further than the existing roof footprint or overhang.
    2. Wall-mounted SES may project horizontally into the side and rear yards only but shall also meet the requirements of *Sec. 6.16.3.A Setback Encroachments, Building Features*.
v. **Signs**. Signage or writing of any kind is not permitted on any portion of system, other than required manufacturer plates and safety labeling.

b. **Solar, Freestanding**. The standards of this subsection apply to freestanding solar energy systems, other than Parking Lot Canopy SES.
    i. **Output**. An accessory freestanding SES shall produce less than one megawatt of electricity. A primary use freestanding SES may produce one megawatt of electricity or more.
    ii. **Location**. Freestanding SES shall not be located in the established front yard and are permitted only in the side and rear yards.
    iii. **Size**. Freestanding SES square footage shall not count towards the total accessory structures or building floor area.
    iv. **Height**. An accessory freestanding SES shall meet the maximum permitted height requirement for accessory structures of the underlying zoning district. A primary use freestanding SES shall meet the maximum permitted height requirement for a primary structure of the underlying zoning district.
    v. **Setbacks**. Accessory freestanding SES shall meet the setback requirements for accessory structures of the underlying zoning district. Primary use freestanding SES shall meet the applicable primary structure setback requirements of the underlying zoning district.
    vi. **Lot Coverage**. The portions of the freestanding SES that do not touch the ground shall not be counted towards the lot coverage requirement.
    vii. **Signs**. Signage or writing of any kind is not permitted on any portion of the system, other than required manufacturer plates and safety labeling.

c. **Solar, Parking Lot Canopy**. The standards of this subsection apply to the Parking Lot Canopy Solar Energy Systems as defined in this UDO.
    i. **Output**. The system shall not produce more than one megawatt of electricity.
    ii. **Location**. The system may be located in the established front, side, or rear yard over the existing or proposed parking lot structure.
    iii. **Setbacks**.
        1. The system shall meet the required front building setback of the underlying zoning district.
        2. Any portion of the system, including overhangs, shall be set back from the side and rear lot lines a minimum of ten (10) feet.

iv. **Signage**. Signage or writing of any kind is not permitted on any portion of any parking lot canopy solar energy system, other than required manufacturer plates or safety labeling.

d. **Commercial Solar Energy System**. The standards of this subsection apply to Commercial SES as defined in this UDO.

i. **Adopted state code**. Under the provisions of I.C. 8-1-42, et seq., the City of Fishers adopts Commercial Solar Energy Systems regulations, specifically sections IC 8-1-42-10 through IC 8-1-42-20 with the following amended standards:

a) **Location**. The system is permitted to be located on the lot as allowed per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).

b) **Setbacks**. In addition to meeting state setback and minimum distances from certain rights-of-way requirements, the Commercial SES shall meet the minimum setback requirements per zoning district and per specific type of SES (freestanding, building-mounted, roof-mounted, parking lot canopy).

c) **Landscape buffer**. Commercial SES shall meet the landscape buffer requirements pursuant to this UDO.

F. **Wind Energy Systems**

1. **Applicability**

a. The requirements of this Section shall apply to all wind energy systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.

b. Wind energy systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

c. Modifications to, retrofits or replacements of an existing wind energy system that increase the total energy output shall be subject to this Ordinance.

2. **Use Standards**

a. **General Standards**

i. **Signs.** Signage or writing of any kind is not permitted on any portion of any wind turbine, other than required manufacturer plates or safety labeling.

ii. **Lighting**. Small wind energy systems shall provide lighting per Federal Aviation Administration (FAA) regulations. Lighting shall be red and may not be of the incandescent variety, unless FAA regulations otherwise allow or require.

iii. **Clearance.** Minimum clearance between the lowest tip of the rotor or blade and the ground is 10 feet.

iv. **Access.** Climbing access (rungs or foot pegs) to the tower shall not start until 12 feet above grade to prevent unauthorized access.

v. **Installation.** Small wind energy systems shall be installed only by professional installers certified to install wind turbines, and only pursuant to manufacturer specifications.

b. **Wind Energy System, Large**

i. **Adopted state code**. Under the provisions of I.C. 8-1-41, et seq., the City of Fishers adopts Wind Energy Systems regulations, specifically sections IC 8-1-41-10 through IC 8-1-41-16.

c. **Wind Energy System, Small**

i. **Height.**

a) In Residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 10 feet.

b) In Mixed-Use zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 20 feet.

c) In Non-residential zoning districts, an accessory small wind energy system may exceed the maximum building height of the applicable zoning district by 40 feet.

ii. **Setback**. Each accessory small wind energy system shall be set back from each property line at least a distance equal to the height of the tower and blade with the blade in its highest vertical position.

d. **Location.** The system is permitted to be placed only in the established side and rear yards.

G. **Battery Storage Energy Systems**

1. **Purpose**. The Battery Energy Storage System standards are adopted to advance and protect the public health, safety, welfare, and quality of life of the City by creating regulations for the installation and use of battery energy storage systems (BESS), with the following goals:
   a. To designate properties suitable for the location, construction and operation of BESS.
   b. To ensure compatible land uses in the vicinity of the areas affected by BESS.
   c. To create synergy between battery energy storage system development and other stated goals of the community pursuant to the City's Comprehensive Plan.
2. **Applicability**.
   a. The requirements of this Section shall apply to all battery energy storage systems permitted, installed, or modified in the City after the effective date of this Ordinance, excluding general maintenance and repair.
   b. Battery energy storage systems constructed or installed prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.
   c. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Ordinance.
3. **Other standards.** Battery energy storage systems shall comply with all applicable national and state safety, fire, building, and electric codes, including the latest edition of NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems) and NFPA 70.
4. **Use Permission.**
   a. **Tier I BESS.** Tier I BESS shall be permitted in all zoning districts as an accessory use and shall be subject to the standards in this UDO.
   b. **Tier II BESS.** Tier II BESS shall be permitted in certain zoning districts as stated in *Chapter 5. Uses*, through the issuance of a Special Exception Permit.
5. **Permit Requirements.**
   a. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.
   b. A site plan review shall be required for any part of the battery storage energy system installed outside of a building for consistency with the requirements in this UDO.
6. **General Standards.**
   a. **Floodplain.** Battery energy storage systems are prohibited in any designated floodplain and floodway.
   b. **Utility lines and electrical circuitry.** All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, except for the main service connection at the utility company easement or right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.
   c. **Floor Area.** Battery energy storage systems shall not be counted towards the maximum floor area requirement.
   d. **Height.** If located outside, BESS shall not exceed seven (7) feet in height.
   e. **Screening**. When BESS is located outside, it shall comply with the following screening standards.
      i. **Fence/wall.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access.

ii. **Vegetation**. No woody plants shall be installed within 10 feet of the screening fence or wall to avoid combustion hazard. Areas within 10 feet of the BESS shall be cleared of combustible vegetation.

f. **Setbacks**. BESS including mechanical equipment and screening shall meet setback requirements for the accessory structures of the underlying zoning district.

g. **Noise**. The 1-hour average noise generated from the battery energy storage systems, components, and associated accessory equipment shall not exceed a noise level of 45 dBA as measured at the subject site's property lines.

7. **Tier II BESS Standards.** In addition to the standards in this UDO and Article, Tier II battery energy storage system use shall meet the following standards.

a. **Special Exception Standards**. At the stage of Special Exception review, the applicant shall submit documents to show adherence to the standards in this UDO and the following standards:

b. **Lot size.** Minimum lot size required for Tier II BESS is 1 acre.

c. **Setbacks.** Any part of Tier II battery energy storage system shall meet setback requirements for the primary structure of the underlying zoning district and shall be located at least 50 feet from a property line abutting a residential use.

d. **Screening.** Battery energy storage systems, including all mechanical equipment, installed outside shall be screened by an opaque fence or wall that is at least 7 feet tall around the entire perimeter and shall have a self-locking gate to prevent unauthorized access. The type and design of the fence/wall shall meet the requirements in Sec. 6.2.6.

e. **Height**. Tier II BESS shall not exceed fifteen (15) feet in height, or the maximum height allowed for primary structure in the underlying zoning district, whichever is less.

f. **Signage.**

i. Signage shall comply with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the vicinity of battery energy storage systems, and twenty-four-hour emergency contact information, including reach-back phone number.

ii. Disconnect and other emergency shutoff information shall be clearly displayed on a light-reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

g. **Lighting.** Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties and shall comply with the standards in *Article 6.5. Exterior Lighting Standards.*

8. **Decommissioning.**

a. **Decommissioning Plan.** The applicant shall submit a decommissioning plan developed in accordance with this UDO, containing a narrative description of the activities to be accomplished for removing the battery energy storage system from service, and from the facility in which it is located. The decommissioning plan shall also include:

i. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site.

ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

iii. The anticipated life of the battery energy storage system.

iv. The estimated decommissioning costs and how said estimate was determined.

v. The method of ensuring that funds will be available for decommissioning and restoration.

vi. The method by which the decommissioning cost will be kept current.
vii. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and
viii. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

b. **Decommissioning Fund**. The applicant, or successors, shall continuously maintain a fund, bond, or security payable to the City, in a form approved by the City, for the removal of the battery energy storage system, in an amount to be determined by the City, for the period of the life of the facility. All costs of the financial security shall be borne by the applicant.

9. **Permit submittal requirements**. In addition to the documents required by this UDO for any building, electrical, and Improvement Location Permits, the following shall be submitted:
   a. An electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
   b. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of a building permit.
   c. **Decommissioning Plan and Fund documents.**
   d. **Fire Safety Compliance Plan.** The plan shall show compliance with the local and state fire safety requirements.
   e. **Operation and Maintenance Manual.** Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information.
   f. **Emergency Operations Plan**. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
      i. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
      ii. Procedures for inspection and testing of associated alarms, interlocks, and controls.
      iii. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
      iv. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
      v. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
      vi. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel

qualified to safely remove damaged battery energy storage system equipment from the facility.

vii. Other procedures as determined necessary by the [Village/Town/City] to provide for the safety of occupants, neighboring properties, and emergency responders.

viii. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

10. **Permit time frame and abandonment**. The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than one year. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the City may, at its discretion, utilize the available bond and/or security for the removal of a Tier II battery energy storage system and restoration of the site in accordance with the decommissioning plan.

11. **Ownership Changes**. If the owner of the battery energy storage system changes or the owner of the property changes, the Special Exception approval shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the Special Exception, ILP and building permit approval(s), and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the Director in writing of such change in ownership or operator within 60 days of the ownership change. The Special Exception and all other local approvals for the battery energy storage system shall be considered void if a new owner or operator fails to provide written notification to the Director in the required time frame. Reinstatement of a void Special Exception will be subject to the same review and approval processes for new applications under this section.

H. **Use Standards for All Other Civic Uses**

A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

Article 5.4. Commercial Uses

Contents:

Sec. 5.4.1 Child Care
Sec. 5.4.2 Indoor Entertainment
Sec. 5.4.3 Medical
Sec. 5.4.4 Office
Sec. 5.4.5 Outdoor Recreation
Sec. 5.4.6. Overnight Lodging
Sec. 5.4.7 Personal Service
Sec. 5.4.8. Restaurant/Bar
Sec. 5.4.9. Retail Sales
Sec. 5.4.10 Vehicle Sales/Rental

Sec. 5.4.1. Child Care

A. **Child Care Use Category**

1. **Child Care Center**
2. **Child Care Home**
3. **Child Care Institution**
4. **Child Care Ministry**

B. **Child Care Center**

1. **Use Standard.** Regarding IC 12-17.2, a nonresidential structure where at least one (1) child receives child care from a provider:
   a. While unattended by a parent, legal guardian, or custodian;
   b. For regular compensation; and
   c. For more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.

C. **Child Care Home**

1. Use Standard. Regarding IC 12-17.2, a residential structure in which at least six (6) children (not including the children for whom the provider is a parent, stepparent, guardian, custodian, or other relative) at any time receive child care from a provider:
   a. while unattended by a parent, legal guardian, or custodian;
   b. for regular compensation; and
   c. for more than four (4) hours but less than 24 hours in each of 10 consecutive calendar days per year, excluding intervening Saturdays, Sundays, and holidays.
   d. This definition includes Class I Child Care Homes that serve any combination of full-time and part-time children under the age of seven (7) but not to exceed 12 children at any one time; and Class II Child Care Homes that serve more than 12 children but not more than any combination of 16 full-time and part-time children under the age of seven (7) at any one time.

D. **Child Care Institution**

1. A residential facility that provides child care on a 24-hour basis for more than 10 children; or
2. A residential facility with a capacity of not more than 10 children that does not meet the residential structure requirements of a group home; or
3. All the following:
   a. Operates under a license issued under IC 12-17.4;
   b. Provides for delivery of mental health services that are appropriate to the needs of the individual; and
   c. Complies with the rules adopted under IC 4-22-2 by the Division of Family and Children.
4. A child care institution does not include a juvenile detention facility.

E. **Child Care Ministry**

1. Pursuant to IC 12-17.2, a child care operated by a church or religious ministry that is a religious organization exempt from federal income taxation under Section 501 of the Internal Revenue Code. It's a use accessory to a primary Place of Worship use.

Sec. 5.4.2. Indoor Entertainment and Recreation

A. **Indoor Entertainment and Recreation Use Category.**

Commercial uses, varying in size, providing daily or regularly scheduled entertainment-oriented activities in an indoor setting. Indoor entertainment includes the following uses.

1. Adult establishment.
2. Amusement center, game arcade, children's amusement center.
3. Billiard hall, pool hall.
4. Bingo hall.
5. Bowling alley.

6. Convention center, arena.
7. Dance, martial arts, music studio or classroom.
8. Event venue
9. Health club.
10. Performance venue
11. Shooting range.
12. Sports academy.
13. Miniature golf facility.
14. Motor track.
15. Movie theater or other indoor theater.
16. Skating rink.

B. **Adult Entertainment Establishment.**

1. **Defined.**

a. **Adult Bookstore**: An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.

b. **Adult Business**: Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. Such businesses shall include but not be limited to:

i. Adult bookstore;
ii. Adult mini-motion picture theater;
iii. Adult motel;
iv. Adult motion picture arcade;
v. Adult motion picture theater;
vi. Cabaret;
vii. Massage parlor; and
viii. Model studio.

c. **Adult Entertainment**: An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

2. **Location.** Adult Entertainment businesses are only allowed in the I1 Zoning District.

3. **Prohibitions.** The establishment, enlargement, reconstruction, resumption, or structural alteration of any adult business shall be prohibited if such business is within:

a. 1,320 feet of any place of worship, public or private elementary or secondary school, private or public preschool or day care center, or public park.

b. 1,320 feet of any residential zoning district or mobile home park zoning district.

4. **Proximity.** The distance between an adult business and any place of worship, school, park, day care center, residential zoning district, or mobile home park zoning district shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior structural wall of the adult business to the nearest property line of the church, day care center, school, park, residential zoning district. If any adult business is part of or included within an integrated center, the portion of such center or leased space occupied by such adult business shall be included in determining the closest exterior

structural wall of such establishment.

5. **Exterior Display.** No adult business shall be conducted in any manner that permits the observation of any material depicting, describing, or relating to specified sexual activities or specified anatomical areas by display, decorations, sign, show window or other opening from any public way.

Sec. 5.4.3. Medical

A. **Medical Use Category**

A facility providing medical or surgical care to patients. Some facilities may offer overnight care. Medical uses include, but are not limited to, the following uses as examples:

1. Ambulatory surgical center.
2. Blood plasma donation center, medical or dental laboratory.
3. Hospital, urgent care, emergency medical office.
4. Medical, dental office or chiropractor, osteopath, physician, medical practitioner.
5. Medical clinic.

B. **Use Standard**

1. Medical in the EN Zoning District is limited to medical dental office or chiropractor, osteopath, physician, medical practitioner. Hospitals, surgery centers, clinics, and the like are not allowed in the EN and MA Districts.

C. **Clinics**

1. **Defined.** An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.
2. **Use Standard.** Clinics are not a medical office, and are held to higher parking standards and not allowed in all the same zones as medical office use.

Sec. 5.4.4. Office

A. **Office Use Category**

Activities conducted in an office setting and generally focusing on business, professional or financial services. Office uses include, but are not limited to, the following uses as examples:

1. Business services including, but not limited to, advertising, business management consulting, data processing or collection agency.
2. Professional services including, but not limited to, lawyer, accountant, bookkeeper, engineer, architect, sales office or travel agency.
3. Financial services including but not limited to, lender, investment or brokerage house, bank, call center, bail bonds, insurance adjuster, real estate or insurance agent or mortgage agent.
4. Charitable institution (not providing housing or shelter).
5. Counseling in an office setting.
6. City, county, state, federal government office.
7. Radio, TV or recording studio, utility office.
8. ~~Trade, vocational, or business school.~~

Sec. 5.4.5. Outdoor Recreation

A. **Outdoor Recreation Use Category**

Uses, varying in size, providing daily or regularly scheduled recreation-oriented activities. Activities take

place predominately outdoors or within outdoor structures. Outdoor recreation uses include, but are not limited to, the following uses as examples:

1. Camp, campground, travel trailer park, recreational vehicle park.
2. Drive-in theater.
3. Golf course, Commercial.
4. Extreme sports facility such as paintball, BMX or skateboarding.
5. Outdoor sports-related commercial activity such as batting cage, golf driving range, amusement park, miniature golf facility, water park.
6. Outdoor theater.
7. Outdoor sports or entertainment facility.
8. Riding stable.
9. Racetrack.
10. Shooting range.
11. Sports academy for active recreational or competitive sports.
12. Stadium, arena.

Sec. 5.4.6. Overnight Lodging

A. **Overnight Lodging Use Category**

Accommodations arranged for short term stays. Overnight lodging includes the following uses:

1. Bed and breakfast
2. Hotel, motel.

B. **Bed and Breakfast**

1. **Defined.** An operator-occupied historic residence or expanded historic residence that:
   a. Provides sleeping accommodations to the public for a fee;
   b. Has no more than 14 guest rooms;
   c. Provides breakfast to its guests as part of the fees; and,
   d. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
   e. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.
2. **Use Standards.** A bed and breakfast shall be permitted in the ER, R1, R2, C1, OS, and AG Districts if the use complies with all requirements of these standards. The following general standards are applicable to any person, group, firm, business or organization engaging in the use of any property for a bed and breakfast:
   a. The uses and operations shall be conducted within enclosed buildings. All on-site vehicular circulation and traffic patterns shall be approved by the Commission.
   b. No show windows or other exterior display, displaying, promoting or advertising services retained, offered, promoted or advertised by the use occupying the premises shall be permitted.
   c. No person, group, firm, business or organization shall engage in the use of any property for a bed and breakfast without first:
      i. Obtaining the necessary permits and approvals, as required in the underlying zoning district;
      ii. Complying with all required conditions and standards of development and operation;
      iii. Complying with all standards adopted by the Indiana State Board of Health, and/or the Hamilton County Health Department, for food preparation and handling and sanitation in bed

and breakfast establishments;

iv. Complying with all fire safety standards as established by the Fire Prevention and Building Safety Commission for bed and breakfast establishments; and

v. Obtaining the necessary tourist facility licensing by the appropriate agency.

d. It is the express intent of this Section to limit permitted uses in a bed and breakfast inn to provide sleeping accommodations to the public for a fee, and to providing breakfast to guests as part of that fee. Therefore, no accessory use subordinate to a bed and breakfast inn is permitted. By way of illustration, and not by way of limitation, bed and breakfast inns may not:

i. Operate beauty and barber shops;

ii. Provide recreation facilities to serve the public, guests and employees;

iii. Provide facilities for conferences and meetings to anyone other than registered guests;

iv. Operate a commercial restaurant business;

v. Operate a clothes and cleaning pick-up business; or

vi. Obtain an Alcoholic Beverage Permit.

e. It is the intent of this Section to limit each lot area to one (1) historic residence or one (1) expanded historic residence. Historic residences and/or expanded historic residences cannot be combined or attached by way of architectural addition or otherwise.

i. The location of a bed and breakfast in a residential zoning district is not intended nor should it be construed as changing the character of the residential zoning district. Such location in a residential zoning district may not serve as the basis for the granting of a variance or rezone for commercial or industrial development in the residential zoning district.

ii. Hours of operation shall not interfere with the use and enjoyment of adjacent residential properties.

f. Bed and breakfast inns shall have a minimum lot area of two (2) acres. nonresidential zoning districts shall meet the lot area requirements of the underlying zoning district.

g. Bed and breakfast inns shall provide one (1) parking space per guest room, plus one (1) parking space for each employee.

h. All front, side, and rear setbacks shall comply with the underlying zoning district requirements.

C. **Extended Stay Motel/Hotel/Inn**

1. **Defined.** A facility that contains one (1) or more rooms for overnight guests containing registration facilities, on-site management, cleaning services and combined utilities.

2. **Use Standards.** In the I1 Zoning District, any extended stay motel, hotel or inn shall be within 3,000 feet of the centerline of the I-69 interchange at its intersection with the centerline of 96th Street.

D. **Short-term Rentals**

1. **Defined.** ~~Short-term rental means the rental of any of the following property types for less than 30- day periods:~~

a. **Short-Term Rental**. In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.

b. **Short-Term Rental, Owner-Occupied**. In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.

c. **Short-Term Rental, Not Owner-Occupied.** Is a short-term rental property that is not property owner's primary residence.

~~a. A single-family home;~~

~~b. A dwelling unit in a single-family home~~

~~c. A detached accessory structure, including a guest house or other living quarters that are intended for human habitation,~~

~~d. A dwelling unit in a two-family or multifamily dwelling; or~~

~~e. A dwelling unit in a condominium, cooperative, or time share;~~

2. **Use Standard.**
   a. A short-term rental of an owner occupied short-term rental property is a permitted residential use without a permit.
   b. For short-term rental properties that are not owner occupied, a Special Exception is required in accordance with *Sec. 10.2.19. Special Exception*.
   c. Short-term rentals shall be operated in accordance with Indiana State Law, and shall be enforced in the same manner that is consistent with similar properties that are not short-term rentals.
   d. If three (3) or more citations from the City are issued to an owner for a permitted property within a calendar year, the City may revoke the permit for that permitted property for a period of not more than one (1) year after the date the permit is revoked. The City shall provide notice and hold a hearing for revocation in accordance with *Article 10.1. Procedures*.
   e. An owner may apply for a permit for a short-term rental for which a previous permit of the owner was revoked. However, a new permit may not be issued until any outstanding fines are paid.

Effective on: 7/20/2018

Sec. 5.4.7. Personal Service

A. **Personal Service Use Category**

Facilities involved in providing personal or repair services to the public. Personal service uses include, but are not limited to, the following uses as examples:

~~1. Animal care.~~

1. Beauty/hair salon.
2. Catering establishment.
3. Cleaning establishment, dry-cleaning or laundry drop-off facility, laundromat.
4. Copy center.
5. Funeral home, funeral parlor, mortuary, undertaking establishment, crematorium, pet crematorium.
6. Locksmith.
7. Massage therapy or day spas.
8. Nail salons.
9. Optometrist.
10. Palmist, psychic, medium, fortune telling.
11. Repair of appliance, bicycle, canvas product, clock, computer, jewelry, musical instrument, office equipment, radio, shoe, television or watch.
12. Tailor, milliner, upholsterer.
13. Wedding chapel.

~~B. **Animal Care (Indoor)**~~

~~1. **Defined.** Any building or land used, designed or arranged for the care of animals with limited outdoor activity. Uses include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.~~

~~2. **Use Standards.**~~

a. ~~No overnight outdoor activity associated with care of animals is allowed.~~

b. ~~Outdoor activity, including but not limited to, walking and bathing of animals, is permitted during the day, if no more than six (6) animals are engaged in outdoor activity at a time.~~

3. ~~**Animal Care (Outdoor)**~~

4. ~~**Defined. Any building or land used, designed or arranged for the care of animals that includes overnight outdoor activity. Uses Include, but are not limited to, animal grooming, animal hospital, veterinary clinic, pet clinic, animal boarding, animal shelter, cattery, kennel and doggy day care.**~~

5. ~~**Use Standards.**~~

a. ~~All exterior exercise areas and runs must be fenced for the safe confinement of animals.~~

b. ~~A buffer yard must be established along any exterior areas used to exercise, walk, or keep animals that abut a residential use.~~

c. ~~No part of any building, structure or run in which animals are housed shall be closer than 150 feet from any property line, except property owned or occupied by an owner or operator; provided, that the minimum distance referred to above shall not apply if all portions of the facility in which animals are enclosed is located wholly within a building.~~

C. **Use Standards for All ~~Other~~ Personal Service Uses**

1. ~~**Use Standards.**~~

1. A personal service use in an EN Zoning District is subject to the following:

a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

b. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

Sec. 5.4.8. Restaurant/Bar

A. **Restaurant/Bar Use Category**

A facility that prepares and sells food and drink for on- or off-premise consumption. Restaurant uses include, but are not limited to, the following uses as examples:

1. Bar, nightclub, tavern, lounge.
2. Eating establishment.
3. Fast food/quick service.

B. **Bar, Nightclub, Tavern, Lounge**

1. **Defined.** A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business's total annual sales.

C. **Eating Establishment**

1. **Defined.** A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.

2. **Use Standards.**

a. An eating establishment in an EN Zoning District is subject to the following:

i. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

ii. The floor area cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

iii. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

iv. Drive-thru or drive-in facilities are not allowed.

v. Must be located at least 150 feet from an abutting residential zoning district (measured in straight line from the nearest point of the building containing the eating establishment to the boundary line of the abutting residential district).

D. **Fast Food/Quick Service**

1. **Defined.** Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed.

2. **Use Standard.**

a. A take-out restaurant under 2,000 square feet gross floor area which sells prepared food shall be entitled to two (2) serving tables or a maximum of eight (8) seating without reclassification as a restaurant for zoning purposes. These tables may be located indoors or on an outdoor patio. When three (3) or more tables are provided, the use shall be deemed a restaurant.

b. Drive-up windows, exterior menu boards, and speakers, associated with a restaurant or coffee house, shall be located no closer than 400 feet to any building that is zoned or used for residential purposes.

c. Drive-up windows, exterior menu boards, and speakers, associated with a commercial service, that is not a restaurant or coffee house, shall be located no closer than 200 feet to any building that is zoned or used for residential purposes.

Sec. 5.4.9. Retail Sales

A. **Retail Sales Use Category**

Facilities involved in the sale, lease, or rental of new or used products. Retail sale uses include, but are not limited to, the following uses as examples:

1. Antiques, appliances, art supplies, baked goods, bicycles, books, building supplies, cameras, carpet and floor coverings, crafts, clothing, computers, convenience goods, dry goods, electronic equipment, fabric, flowers, fuel (including gasoline and diesel fuel), furniture, garden supplies, gifts or novelties, groceries, hardware, home improvement, household products, jewelry, medical supplies, music, musical instruments, office supplies, package good stores (alcohol), package shipping, pets, pet supplies, pharmaceuticals, photo finishing, picture frames, plants, printed materials, produce, seafood, souvenirs, sporting goods, stationery, tobacco, used or secondhand goods, vehicle parts and accessories, videos and related products.

2. Art gallery.

3. Brewery, low intensity.

4. Check cashing, payday loan.

B. **Brewery, Low Intensity**

1. **Defined.** Brewery, low-intensity: An establishment in which the brewing of beer is the ancillary use commonly associated with tap-rooms, tasting-rooms, and/or dining areas which allow on-site consumption. Limitations for manufacturing and distribution of beer are defined by Indiana Law, which may change from time to time. Example business include: brewpub, microbrewery, and nanobrewery.

C. **Electric Vehicle Charging**

1. **Defined.**

a. **EV Charging Station (EVCS).** A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:

i. Level 1 is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.

ii. Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.

iii. Level 3 and higher or DCFC (Direct Current Fast Charging) is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

b. **EV Charging Facility (EVCF).** A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. EV Charging Facility may have a combination of different levels of charging. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline.

2. **Applicability.** Any new development or redevelopment shall provide the minimum required accessory EV Charging Stations pursuant to Section 6.11.11 of the parking development standards.

3. **Permitting.**

a. The following uses are exempt from applying for a permit for EVCS installation: residential dwelling units that use Level 1 charging or plug Level 2 EVSE equipment into an existing electric outlet inside or outside of the garage. All other developments and redevelopments shall apply for an applicable permit.

b. All electric upgrades necessary for installing EVCS on site shall be permitted per applicable building and electric code standards.

4. **EVCS Use standards:**

a. The accessory EVCS shall be located on the same lot as the primary use.

b. **Location.** The EVSE accessory equipment may be located in any yard.

c. **Setbacks.** Any EVCS equipment and accessory equipment shall meet the minimum setbacks of the underlying zoning district.

d. **Encroachment.** The chargers, accessory equipment, and protective barriers (e.g., bollards) cannot be located more than 2 feet into required landscape area.

e. **Signage.** EVCS shall be signed in a clear and conspicuous manner, such as special pavement marking or signage, indicating exclusive availability to electric vehicles.

i. **Exemption.** A parking space or garage devoted for the use of a specific dwelling unit and located on the same lot as the dwelling unit is exempt from this requirement.

f. **Screening.**

i. The EVSE accessory equipment must be screened in the same manner as mechanical and utility equipment per Section 6.2.6.

ii. Where the screening wall/fence span is longer than 40 feet, then in addition to the screening requirements per Sec. 6.2.6, 1 evergreen small tree per 10 lineal feet of the screening wall shall be provided.

iii. **Exemption.** These screening standards are not applicable when EVCS is installed inside of a parking garage.

g. **EV Parking Space Design Standards.** These standards are outlined in Section 6.11.11 of the parking development standards.

h. **Electric Utility Sign-Off.** For EVCS spaces that use Level 3 (DCFC) charging, a sign-off letter from an electric utility is required to be submitted with the permit application to show that the utility can provide necessary electric power to the chargers.

5. **EVCF Use standards.** In addition to the standards for each individual EV charging station stated in this section under Sec 5.4.9.C.4, the following shall apply to the EV charging facility:

a. The circulation of vehicle movement on site shall be designed in a safe way to accommodate vehicle movement without having to go through an EVCS space/bay as well as provide for a safe way for vehicles to move in and out of the EVCS space/bay.

b. Each entrance to, and exit from, an EVCS space/bay shall be clearly marked to show the direction of traffic flow by signs and/or pavement markings or raised curbs.

c. The width of each charging bay shall be at least 12 feet.

d. The length of each charging bay shall be enough to accommodate parking of a vehicle of appropriate size (e.g., semi-truck, bus, etc.).

e. Landscaping requirements:

i. The landscape requirements pursuant to Article 6.7 apply to EVCF.

ii. The parking lot landscaping standards shall apply as required per Section 6.11.4 except for the following:

a) The interior, terminal, and median landscape islands for the regular-sized EVCS parking spaces shall be provided pursuant to Sec 6.11.4.

b) The interior, terminal, and median landscape islands for the oversized EVCS bays do not need to follow the requirements listed in Sec 6.11.4 as they relate to the required number, arrangement, and spacing of the said islands. However, landscape islands shall be provided throughout the site to help achieve the required Tree Canopy requirement.

D. **Grocery**

1. **Defined.** A self-serve retail market selling foods and household merchandise.

E. **Special Handling**

1. **Defined.** Retail businesses that sell products that require special handling due to risks to public safety. Example businesses include: fireworks sales, gun sales, and hunting stores.

F. **Vehicle Fuel Sales**

1. **Defined.** Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs.

2. **Use Standard.**

a. Vehicle fuel sales shall have no more than eight (8), double-sided, vehicle fueling dispensers.

b. Vehicle fuel sales shall be screened in accordance with the parking lot landscaping standards cited in *Article 6.7. Landscaping Standards*.

c. Vehicle fuel sales shall be associated with a convenience store with a maximum building footprint of 4,000 square feet.

d. Vehicles being serviced shall not be stored outside overnight.

e. Kiosks of any kind are prohibited.

f. Canopies shall be no taller than 14 feet and shall be architecturally compatible with the primary structure.

g. Illuminance under the canopy shall be no more than 300 luces.

G. **Use Standards**

1. A retail sales use in an EN Zoning District is subject to the following:

a. Must be within or attached to a multi-tenant building, cannot be in a standalone building.

b. The floor area of the retail use cannot exceed 15% of the gross floor area of the entire building or 4,000 square feet, whichever is greater.

c. Hours of operation can begin no earlier than 6 AM and end no later than 11 PM, including all deliveries.

d. Drive-thru or drive-in facilities are not permitted.

e. Vehicle fuel sales, check cashing and payday loan facilities are not permitted.

(Ord. 111620B, 12/21/2020)

Effective on: 12/21/2020

Sec. 5.4.10. Vehicle Sales/Rental

A. **Vehicle Sales Use Category**

Direct sales, rental or leasing of passenger vehicles, light and medium trucks, and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle sale uses include, but are not limited to, the following uses as examples:

1. Boats and other recreational vehicle sales.
2. Vehicle sales, rental or leasing.

B. **Use Standards**

1. All vehicular display area with frontage on any portion of a street right-of-way (not including an alley) must be screened along the street edge by a 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.
2. Vehicle displays shall not be artificially elevated above the general topography of the site.
3. In a C3 Zoning District, the sales and leasing of motor vehicles for display shall be conducted within a fully enclosed building. The outdoor display and storage of vehicles for sale or rental is not permitted.

Article 5.5. Industrial Uses

Contents:

Sec. 5.5.1 Light Industrial
Sec. 5.5.2 Light Manufacturing
Sec. 5.5.3 Research & Development
Sec. 5.5.4. Self-Service Storage
Sec. 5.5.5. Vehicle Service
Sec. 5.5.6 Warehouse & Distribution
Sec. 5.5.7 Wholesale Trade

Sec. 5.5.1. Light Industrial

A. **Light Industrial Use Category**

Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Light industrial uses include, but are not limited to, the following uses as examples:

1. Bottling.
2. Brewery, winery.
3. Contractors storage including janitorial and building maintenance service, exterminator, or other maintenance yard or facility, building, heating, plumbing, landscaping or electrical contractor and others who perform services off-site, but store equipment and materials or perform fabrication or similar work on-site.
4. Food and beverage products except animal slaughter, stockyards.
5. Lawn, tree or garden service.
6. Laundry, dry-cleaning, and carpet cleaning plants.
7. Leather and leather products except tanning and finishing.
8. Manufactured or modular housing sales.
9. Outdoor storage yard for vehicles.
10. Sheet metal, welding, machine, tool repair shop or studio.
11. Stone, clay, glass, and concrete products.
12. Trailer leasing, auction vehicle, broker vehicle.
13. Woodworking, including cabinet makers and furniture manufacturing.

B. **Use Standards**

1. **Sales Office and Showrooms.** Sales offices and showrooms for permitted uses shall comply with the following:
   a. Sales offices and showrooms shall be in the primary structure;
   b. Used for the sale or display of products manufactured and/or warehoused on site; and
   c. Clearly incidental, accessory and subordinate to the operation of the primary use of the lot.
2. **Limited Use.** In the EN Zoning District, any light manufacturing shall comply with the following:
   a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
   b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).

c. Any materials shipped from facilities in the District must be manufactured within the District.
d. The use is not within 1,000 feet of a residential zone.
e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.2. Light Manufacturing

A. **Light Manufacturing Use Category**

A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses include, but are not limited to, the following uses as examples:

1. Clothing, textile apparel manufacturing.
2. Facilities engaged in the assembly, design, repair or testing of: analyzing or scientific measuring instruments; semiconductor and related solid-state devices, including but not limited to clocks, integrated microcircuits; jewelry, medical, musical instruments, photographic or optical instruments; and timing instruments.
3. Office showroom/warehouse.
4. Printing, publishing, and lithography.
5. Medical equipment
6. Production of artwork and toys, graphic design sign-making, movie production facility, photo- finishing laboratory.
7. Repair of scientific or professional instruments and electric motors.

B. **Use Standards**

1. Limited Use. In the EN Zoning District, any light manufacturing shall comply with the following:
   a. Shall be associated with a secondary use that incorporates light industrial as part of the use of the lot.
   b. Loading bays and doors are screened from public rights-of-way or utilize architecture consistent with the other buildings on the site (i.e. glass or steel to match facade systems).
   c. Any products shipped from facilities in the District must be manufactured within the District.
   d. The use is not within 1,000 feet of a residential zone.
   e. The use may not emit sound from the manufacturing operation beyond the walls of the structure.

Sec. 5.5.3. Research & Development

A. **Research & Development Use Category**

A facility focused primarily on the research and development of new products. Research and development uses include, but are not limited to, the following uses as examples:

1. Laboratories, offices and other facilities used for research and development by or for any individual, organization or concern, whether public or private.
2. Prototype production facilities that manufacture a limited amount of a product to fully investigate the merits of such a product.
3. Pilot plants used to test manufacturing processes planned for use in production elsewhere.

Sec. 5.5.4. Self-Service Storage

A. **Self-Service Storage Use Category**

Facilities providing separate storage areas for personal or business use designed to allow private access by the

tenant for storing or removing personal property. Self-service storage uses include, but are not limited to, the following uses as examples:

1. Warehouse, self-service.
2. Fully enclosed indoor multi-story storage.
3. Mini-warehouse.

B. **Use Standard**

A self-storage facility in the I1 Zoning District is subject to the following:

1. The minimum size of the site is at least two (2) acres.
2. All storage shall be contained within a fully-enclosed building. However, the storage of boats, RV's or other similar vehicles may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*.
3. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
4. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.
5. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Effective on: 7/20/2018

Sec. 5.5.5. Vehicle Service

A. **Vehicle Service Use Category**

Repair and service to passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Vehicle service uses include, but are not limited to, the following uses as examples:

1. Vehicle repair (minor)
2. Vehicle repair (major).
3. Vehicle repair (commercial vehicle).
4. Car wash.

B. **Car Wash**

1. **Defined.** Facility with mechanical or hand-operated equipment used for cleaning, washing, polishing, or waxing of motor vehicles.
2. **Use Standards.**
   a. Car wash facilities located within 200 feet of a Residential District (determined by a straight line from the property line to the District boundary line) shall meet the following requirements:
      i. All washing, waxing, machine drying and related activities and operations shall be conducted entirely within an enclosed building (except for vehicular openings a maximum of 12 feet in width) except for vacuuming, hand washing, hand drying and hand waxing of vehicles, the sale of items from vending machines and refuse storage and disposal.
      ii. No vehicular openings providing access to the enclosed building shall face a residential zoning district. For purposes of this section, the building wall providing access shall be at an angle greater than 60 degrees from a residential zoning district line.

iii. All vacuuming and compression machines located outside of the enclosed building shall be of a design that does not exceed a noise level reading of 45 dB(A), as measured from the property line, between the hour of 6 AM to 7 AM and 55 dB(A) at all other lawful hours of operation.

iv. Operation of the establishment shall be prohibited prior to 6 AM and after 11 PM on all days of the week. The hours of operation shall be required to be posted on site at a conspicuous location and all the establishment's car wash equipment shall be rendered inoperable always other than during its hours of operation.

b. Accessory car wash facilities shall be prohibited unless one (1) or more of the following exist:

i. Operation of the facility is after 6:00 AM and before 11:00 PM on all days of the week.

ii. The car wash is equipped only with fully automatic wash equipment so the driver remains in their car during the entire wash process, and all other outdoor on-site customer activities such as vacuuming is prohibited.

C. **Vehicle Repair (Minor)**

1. **Defined.** A facility where minor vehicle repair and service is conducted. Includes audio and alarm installation, custom accessories, quick lubrication facilities, minor scratch and dent repair, bed-liner installation and glass repair or replacement.

2. **Use Standards.**

a. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

b. The outdoor overnight storage of vehicles may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.

c. There shall be no dismantling of vehicles for salvage.

d. The storage of impounded vehicles is not permitted.

e. No outside speaker system is permitted.

f. In the C2 Zoning District, a maximum of two (2) service bay doors no more than 24 feet in width each are permitted on two (2) sides of the building.

g. Service doors shall be closed except for entry and exit of automobiles.

D. **Vehicle Repair (Major)**

1. **Defined.** A facility where general vehicle repair and service is conducted, including transmission, brake, muffler and tire shops, along with body and paint shops. Major vehicle repair may include minor vehicle repair as an accessory use.

2. **Use Standards.**

a. A 10-foot wide buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.

b. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

c. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.

d. There shall be no dismantling of vehicles for salvage.

e. The storage of impounded vehicles is not permitted.

f. No outside speaker system is permitted.

E. **Vehicle Repair (Commercial Vehicle)**

1. **Defined.** Repair, service, washing, or accessory installation for commercial vehicles, including box trucks, 18-wheelers and construction or other heavy equipment.
2. **Use Standards.**
   a. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all property lines abutting a residential use.
   b. The outdoor overnight storage of vehicles awaiting repair may be permitted in accordance with *Article 6.10. Outdoor Display & Storage Standards*. Operable vehicles may be parked on-site during business hours.
   c. There shall be no dismantling of vehicles for salvage.
   d. The storage of impounded vehicles is not permitted.
   e. No outside speaker system is permitted.

Effective on: 7/20/2018

Sec. 5.5.6. Warehouse & Distribution

A. **Warehouse & Distribution Use Category**

Facilities involved in the storage or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers. Warehouse and distribution uses include, but are not limited to, the following uses as examples:

1. Bulk storage, including nonflammable liquids, cold storage plants, including frozen food lockers, household moving and general freight storage, separate warehouse used by retail store such as furniture or appliance store.
2. Bus barn.
3. Commercial packing for fruits and vegetables.
4. Distribution facility, central postal facility.
5. Freight, service facility.
6. Parcel services.
7. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
8. Trailer storage, drop off lot.
9. Warehouse.

B. **Use Standards**

1. A buffer yard in accordance with *Sec. 6.7.4. Buffer Yards* must be established along all shared property lines, except for an adjacent self-service storage, light industrial use, or waste-related service.
2. A 10-foot wide landscape area with a minimum of 30 shrubs every 100 feet must be established along all property lines abutting a public right-of-way. Shrubs must be a minimum of 3 feet 6 inches tall when planted. A decorative block wall equal to the height of the shrubs may be planted in lieu of the shrub plantings.

Sec. 5.5.7. Wholesale Trade

A. **Wholesale Trade Use Category**

Facilities involved in the sale, lease, or rent of products to industrial, institutional or commercial businesses only. The use emphasizes on-site sales or order-taking and often includes display areas. Businesses may or may not be open to the public, but sales to the public are not permitted. Products may be picked up on-site or delivered to the customer. Wholesale trade uses include, but are not limited to, the following uses as examples:

1. Mail-order house.
2. Sale or rental of machinery, equipment, heavy equipment, building
3. Materials, special trade tools, welding supplies, machine parts, electrical supplies, plumbing supplies, janitorial supplies, restaurant equipment and store fixtures.
4. Wholesale sales of food, clothing, auto parts, building hardware and similar products.

Article 5.6. ~~Open Uses~~ Agricultural and Animal Uses

Contents:

Sec. 5.6.1 Agriculture

Sec. 5.6.2 Animal Uses

Sec. 5.6.1. Agriculture

A. **Agriculture Use Category**

The raising and harvesting of trees, vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase. Agriculture uses include, but are not limited to, the following uses as examples:

1. Animal raising including horses, chickens, ducks, goats, sheep, cows, or other animals as determined by the Director.
2. Community garden.
3. Crop production, soil preparation, agricultural services, large animal and veterinary services, farm labor and management services, research farm.
4. Floriculture, horticulture, pasturage, row and field crops, viticulture, tree or sod farm, sylvicultural, sale of agriculture products.
5. Grain, fruit, field crop and vegetable cultivation and storage.
6. Livestock, horse, dairy, poultry and egg products.
7. Plant nursery.
8. Urban farm.

B. **Community Garden**

1. **Defined.** Areas of land managed and maintained by a group of individuals to grow and harvest food crops and non-food ornamental crops, for personal or group use, consumption, or donation. They may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by the group.
2. **Use Standards.**
   a. A community garden shall be primarily used for growing and harvesting food crops and ornamental crops, for consumption or donation or for sale off-site.
   b. On-site sales are not permitted in the Residential Districts. On-site sales may be permitted in the Mixed-Use Districts.
   c. Detached accessory structures such as storage or utility buildings, gazebos, trellises, or accessory greenhouse structures are permitted, subject to compliance with the requirements of the *Article 6.2. Accessory Structure Standards*.

d. If security fencing is installed, such fencing shall be of an open design.

e. If lighting is installed, only motion-detecting fixtures shall be permitted. All-night lighting is prohibited.

f. Community gardens shall be managed and maintained in compliance with all applicable standards of this UDO and the City Code, including but not limited to those pertaining to: nuisance abatement, stormwater, site accessibility, signage, soil erosion and sedimentation control and any required tree conservation and landscaping.

C. **Personal Garden Use**

1. **Defined.** A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, **and** trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

D. **Plant Nursery**

1. **Defined.** A facility where horticultural and agricultural products produced on the premises are sold.
2. **Use Standards.**
   a. Sales shall be limited to agricultural products produced on the premises, hand-held garden tools, bags of fertilizer, mulch, and similar items normally associated with nursery or gardening operations.
   b. Sales offices shall be limited to 100 square feet of gross floor area per acre of land area, but in no case, can the sales office exceed 1,000 square feet of gross floor area.
   c. No more than one (1) on premise sign not to exceed 12 square feet in area and 3½ feet in height.

E. **Produce Stand**

1. **Defined.** A produce stand permits the itinerant sale of agricultural produce and home-made food goods on a property without a permanent structure or improvements.
2. **Use Standards.**
   a. Sales shall be limited to agricultural produce not exceeding a maximum of 2,000 square feet per lot (not including areas devoted to driveways and off-street parking). In addition to the sales of agricultural produce, up to 25% of the produce stand area may be devoted to the sales of homemade food goods such as baked goods, jams and relishes. For produce stands not removed from the lot daily, the use shall be limited to a maximum of eight (8) months per calendar year.
   b. Produce stands locating within a Residential District shall be required to locate on the property with an institutional building or use (such as a place of worship or school), or within the common area of an apartment building.
   c. Tents, stands, signs or other related structures shall provide a minimum 10-foot setback from all property lines and public rights-of-way and shall comply *Article 6.20. Vision Clearance Standards*.
   d. One (1) off-street parking space shall be provided for every 200 square feet of area devoted to the produce stand activities, but no less than three (3) parking spaces. Areas devoted to off-street parking shall be oriented to provide for safe pedestrian and vehicular circulation and arranged so that vehicular ingress and egress to the parking areas is by forward motion of the vehicle. Produce stands shall be exempt from the parking surfaces requirements and the required landscaping regulations.
   e. Signage for all produce stand activities on the premise shall be limited to one (1) unlit sign not to exceed 12 square feet in area and 3½ feet above the ground elevation.
   f. All activities shall be discontinued by 8:00 PM when located in a Residential District.
   g. No code-required landscape planting areas shall be utilized in association with the produce stand activities and no unauthorized encroachments on public rights-of-way shall be permitted.

h. A plan that shows the location of all tents, produce stands, driveways, off-street parking, traffic circulation, signs, or other related structures shall be submitted to the City for approval, and a Temporary Use Permit shall be issued prior to any event taking place.

F. **Urban Farm**

1. **Defined.** The raising and harvesting of trees (excluding forestry), vines, seeds, plants and crops, as well as the keeping, grazing or feeding of animals for animal products, animal propagation, or value increase when located in an urbanized (developed) area. An urban farm may be owned by an individual, group or organization and may include intensive agriculture, typical large-scale farm equipment, and animal husbandry.

Sec. 5.6.2. Animal Uses

A. **Beekeeping.**

1. **Intent.** The intent of this Section is to regulate beekeeping in accordance with State Law IC 36-1-28-1.
2. **Use Standards.** Beekeeping for personal use and not for agricultural use shall comply with the following standards:
   a. The maximum number of hives permitted per property shall be as follows:
      i. Two (2) hives for properties that are up to 6,000 square feet.
      ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.
      iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.
      iv. Eight (8) hives for properties greater than 25,000 square feet.
   b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.
   c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.
   d. Hives on the ground may not be located in the front yard.
   e. Hives must be setback a minimum of 15 feet from any property line.
   f. For any colony exhibiting overly-defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.
   g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.
   h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.
   i. If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.

B. **Keeping of Domestic Farm Animals**

1. **Purpose.** The intent of this Section is to permit the use and enjoyment of horses and farm animals at rates that are appropriate for the health, welfare, and safety of the animals, neighboring property owners, and the public. This type of agriculture use should also be conducted in a manner that protects the values and aesthetic of the community.
2. **Defined.** Any animal commonly used, raised, and maintained for, or in support of, the production of food or other products. Domestic farm animals shall not include domestic pets as defined elsewhere in this Ordinance. Examples of domestic farm animals shall include, but are not limited to cows, sheep, goats, pigs, chickens, llamas, etc. Domestic farm animals are also referred to "farm animals" in the UDO
3. **Use Standards.**
   a. Horses: The keeping of horses is permitted in the AG, ER, OS, and R1 Zoning Districts only,

provided the following requirements are met:

i. The keeping of horses requires a minimum lot area of two (2) acres for the first horse and one (1) additional acre per horse is required thereafter.

ii. Pasture area shall comply with the following:

a) All pasture areas shall be properly fenced, to prevent the escape of animals from the property.

b) Pasture areas may be in the front yard provided the fence height does not exceed five (5) feet.

c) No horse shall be allowed to run at large except within a fenced pasture area.

b. Domestic Farm Animals**:**

i. The keeping of farm animals such as chickens, ducks, goats, sheep, cows, or other animals as determined by the Director, may be permitted on a property of at least five (5) acres in the AG, ER and OS Zoning Districts. Properties in the ER Zoning District are permitted farm animals at a rate of three-fourths (0.75) farm animal unit (FAU) per acre. Properties in the AG and OS Zoning District are permitted farm animals at a rate of one (1) FAU per acre. Following any per acre calculation for a property any fractional FAU maximum shall be rounded down for fractional units ending in .49 or less and rounded up for fractional units ending in .5 or higher.

ii. Farm animals shall be divided into two (2) categories, large farm animals and small farm animals. Each large farm animal shall be equivalent to one (1) FAU. Three (3) small farm animal shall be equivalent to one (1) FAU. Farm animals who are or have not reached mature adulthood shall not count against the farm animal quantity regulations of this section.

iii. Structures, kennels, stalls, coops, pens, and other elements that house farm animals and the immediate surrounding property controlling the movement of those farm animals shall be considered confinement areas and limited in size. Confinement areas shall be limited to 10% coverage of the total lot area of the property. Confinement areas shall not be in an established front yard. Grazing areas or pastures for controlling the movement of large grazing type farm animals and horses shall not be regulated by these requirements. Fence requirements shall be the same as required by in *Article 6.18. Wall & Fence Standards.*

iv. Confinement areas in the AG Zoning District shall be a minimum of 200 feet from the property line, confinement areas in the ER Zoning District shall be a minimum of 100 feet from the property line, unless the subject property is located adjacent to a similar land use, in which case the minimum setback requirements for the zoning district apply. In a case where a lot was in existence at the time of adoption of this UDO, and, when that property cannot meet such setback requirements, due to lot width, lot shape, and/or lot configurations, the Director may consider a less stringent setback. This determination may be made in exchange for additional screening measures, when it is determined that there will not be a negative effect on the neighboring residential properties. Following a decision to approve, the Director shall give notice to all adjacent properties via first class mail. Any resident may appeal the decision to the Board. Pastures containing large grazing type farm animals and horses shall not be considered confinement areas and may be located no closer than 10 feet from an adjacent residentially zoned property (this does not apply to pastures in existence at the time of adoption of this UDO). The Director may make determinations concerning the classifications of farm animal species which are not directly noted in this ODO. However, under no circumstance shall swine or poultry be considered large grazing type farm animals.

v. The Director may approve an exemption from this section to allow the keeping of chickens or other fowl animals for public or private schools as part of an educational curriculum. The number of chickens or fowl animals shall be reviewed and approved by the Director. The chickens or fowl animals must be located on school property and shall be removed if the City

determines there is a public nuisance due to this exemption.

C. **Keeping of Domestic Pets**

1. **Defined.** Animals commonly used as household pets, protection, companions, and for assistance to disabled persons. Domestic pets shall include animals that are cared for and treated in a manner acceptable for pet dogs, cats, and birds. Domestic pets shall include, but not be limited to, dogs, cats, parakeets, parrots, finches, lizards, spiders, guinea pigs, hamsters, gerbils, rats, mice, rabbits, aquarium fish, ferrets, and snakes if cared for in the manner described above.
2. **Use Standards.**
   a. The keeping of domestic pets shall not be done for profit.
   b. The keeping of domestic pets shall not be construed as a kennel.

D. **Kennel**

1. **Defined.** A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes.
2. Use standards:
   a. **Building**. The parts of a building where animals are services shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.
   b. **Outdoor areas**.
      i. No part of an outdoor animal care or run area shall be closer than 200 feet from any property line abutting a residential zoning district or use, except property owned or occupied by an owner or operator.
      ii. **Fence**. The entire perimeter of the outdoor kennel area shall be enclosed with an opaque fence that meets the following standards:
         a) Minimum depth underground: 12 inches.
         b) Minimum height: Seven (7) feet from grade.
         c) Minimum fence setback: 20 feet from any adjoining property line.
3. **Landscape Buffer.** Where a kennel operation abuts a residential zoning district or use, a minimum of one (1) evergreen shrub/tree with a mature height of at least ten (10) feet shall be planted and spaced no more than six (6) feet on center along the entire length of the shared property line.

E. **Pet Grooming**

1. **Defined.** A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.
2. Use Standards:
   a. The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

F. **Veterinary Clinic**

1. **Defined.** A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a “Kennel,” and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.
2. **Use Standards:** The parts of a building where animals are serviced shall be fully enclosed, with solid core doors and no operable windows, and shall be sufficiently insulated so no unreasonable noise or odor can be detected off premises.

Article 5.7. Accessory Uses

Contents:

Sec. 5.7.1 General
Sec. 5.7.2. Standards for Specific Accessory Uses

Sec. 5.7.1. General

A. Accessory uses are permitted in conjunction with allowed primary uses. Allowed accessory uses include those listed in this Article and additional accessory uses that, as interpreted by the Director, meet the following:

1. Are clearly incidental to and customarily found with the primary allowed use;
2. Are subordinate to and serving the primary allowed use;
3. Are subordinate in area, extent and purpose to the primary use served;
4. Contribute to the comfort, convenience or needs of occupants, business or industry on the lot that the primary use is served; and
5. Are located on the same lot as the primary building or use served.

B. No accessory use may be established on a lot prior to the establishment of a permitted primary use.

Sec. 5.7.2. Standards for Specific Accessory Uses

~~A. **Beekeeping.**~~

~~1. **Intent.** The intent of this Section is to regulate beekeeping in accordance with State Law.~~

~~2. **Use Standards.** Beekeeping for personal use and not for agricultural use shall comply with the following standards:~~

~~a. The maximum number of hives permitted per property shall be as follows:~~

~~i. Two (2) hives for properties that are up to 6,000 square feet.~~

~~ii. Four (4) hives for properties greater than 6,000 square feet up to 16,000 square feet.~~

~~iii. Six (6) hives for properties greater than 16,000 square feet up to 25,000 square feet.~~

~~iv. Eight (8) hives for properties greater than 25,000 square feet.~~

~~b. No bee colony shall be kept in a hive that exceeds 12 cubic feet.~~

~~c. Bee hives may be located on the ground or on the roof of any building with a permanent foundation.~~

~~d. Hives on the ground may not be located in the front yard.~~

~~e. Hives must be setback a minimum of 15 feet from any property line.~~

~~f. For any colony exhibiting overly-defensive behavior, the beekeeper should take immediate mitigating action(s). The beekeeper should also take mitigating action(s) to prevent swarming. This may require a beekeeper to split a hive. This split may be kept temporarily in one (1) additional nucleus hive in case the parent hive fails to make a new queen or in case the parent hive fails during winter.~~

~~g. It is highly recommended that at least one (1) swarm trap be provided where bees are kept.~~

~~h. If the hives are clearly seen from sidewalks, pathways, or adjacent neighbors, it is highly recommended that a 6-foot barrier such as a fence or landscaping hedge be installed.~~

i. ~~If the hives cannot be concealed from sight or easy access, it is highly recommended that each hive have a sticker placed on them or sign installed indicating that there are live bees inside them.~~

B. **Caretaker's Residence**

A single dwelling unit as a residence for a caretaker or watchman accessory to a permitted use is permitted in all zoning districts other than residential zoning districts.

C. **Drive-Through**

Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reduce the negative impacts that it may create by reducing the noise from idling cars and voice amplification equipment, lighting, and queued traffic interfering with on-site and off-site traffic and pedestrian flow.

1. **Defined**: An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.
2. **Applicability**. The following standards apply for all uses with vehicle stacking and/or drive-through facilities.
3. **Use Standards:**
   - **a.** Drive-through facilities, including windows and other related features, should be architecturally compatible with the building architecture.
   - **b.** To protect the building from vehicle damage, the bollards shall be installed adjacent to the service window(s).
   - **c.** Drive-through lanes and accompanying equipment that produces noise shall be located at least 400 feet from any building that is zoned or used for residential purposes.
   - **d.** Sound emitted from any drive-through window, exterior menu board(s), speakers and any other sound devices used to communicate with the clients should be limited to a noise level up to 50 dB at the closest property line abutting a residential use or zoning district (existing or approved).
   - **e.** **Parking**. Drive-throughs shall follow the minimum parking design standards in section 6.11.12
   - **f.** **Signage**. Sign regulations specific to Drive-throughs are in Section 6.17.9.

D. **Home Occupation**

1. **Defined.** An occupation that provides a service or product that is conducted wholly within a residential dwelling in a residential zoning district as an accessory use that does not change the residential character of the property or neighborhood. Examples of permitted home businesses can include, but are not limited to, the following:
   - a. Art Studio.
   - b. Beauty Salon (one chair operated by a resident).
   - c. Business conducted entirely by mail and/or web-based.
   - d. Seamstress or tailor.
   - e. Home schools for 12 or less full-time or part-time children including residents of the home.
   - f. Professional office of a clergyman, lawyer, architect, accountant, counselor, or consultant.

g. Repairing, servicing or refurbishing equipment or parts, excluding motor vehicles, if the work is entirely within the dwelling and performed by members of the family living in the dwelling.

   - a. Teaching (e.g., musical instruments or dancing) for six (6) or less individuals at one time.
   - b. Childcare home in accordance with I.C. 36-7-4-1108.

2. **Use Standard.** All home occupations shall comply with the following standards:
   a. The property owner must use the residential dwelling as their primary place of residence. Only residents of the subject residential dwelling may operate, engage in, or conduct the home- based business. Nonresidents are not allowed to work at the subject residential dwelling where a home occupation is being conducted.
   b. There shall be no signs, displays, outdoor storage, or other exterior evidence of business activity. Neither the dwelling nor the lot shall be altered in appearance so that it appears other than a residence, either by color, materials, construction, lighting, sounds, vibrations, or other characteristics.
   c. A home occupation shall be conducted only within the enclosed living area of the dwelling unit or within the garage, provided no garage space required for off-street parking is used. The home-based business shall not occupy more than 25% of the combined floor area of the house and garage
      d. No business storage or warehousing of material, supplies or equipment is permitted outdoors.
      e. The home occupation shall not involve manufacturing operations.
   f. No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference, or result in a change in the fire-safety class or occupancy classification of a residential structure or which otherwise violates any law.
   g. Only one (1) vehicle used for the home occupation shall be parked or stored on the premises; provided, however, the vehicle must not be a bus, truck, van, trailer or other vehicle over 6,000 lbs., as listed on the vehicle registration form.
   h. The requirements for shipping and receiving of materials for the business does not create excessive noise or traffic.
3. **Structural Improvements.**
   a. There shall be no room additions, enlargements, structural, or exterior aesthetic alterations that change the residential character of the dwelling or property.
   b. There shall be no exterior, structural, or aesthetic alterations to the dwelling to accommodate the home business that would affect the interior of the dwelling and would render it undesirable for residential use or habitation.
   c. There shall be no additional or separate exterior entrances to the dwelling for conducting business or to accommodate the home business.
4. **Nuisances.** No home business shall cause a nuisance as defined by *Sec 5.1.6*.
5. **Appeals.** Any use claimed as a home occupation may be deemed not permitted if, in a public hearing on the matter, the Board of Zoning Appeals rules the use to be a nuisance or that it does not comply with this Section. The Director or any person reasonably affected by the home occupation may request such a hearing in accordance with *Sec. 10.2.3. Appeal of Administrative Determination*.

E. **Nonresidential Accessory Service**

1. **Defined.** A nonresidential accessory use located within a building containing a permitted nonresidential principal use in the EN Zoning District. Allowed accessory uses are limited to eating establishment, laundry or dry-cleaning pickup, flower shop, gift shop, newsstand, catalog office supply sales or other service use.
2. **Use Standard.**
   a. The accessory use must be in a building with a minimum of 30,000 square feet of gross floor area. The accessory use may locate in a smaller building provided all the buildings on the same lot contain a minimum gross floor area of 30,000 square feet.
   b. The gross floor area of all accessory uses can be no more than 10% of the building or all buildings

on the same lot, and in no case, more than 20% of the floor area gross of the building within which it is located.

c. In a multi-tenant building, one (1) tenant may use the full 10% of the building floor area for an accessory use, and such tenant is not restricted in its application to 10% of its lease area.

d. No more than 3,000 square feet is permitted for any (one) 1 accessory use in the EN and MA Districts.

e. The primary entrance to the accessory use must be internal to the main building.

f. The display of products and activity of the accessory use must not be visible from outside the building.

g. No drive-thru or drive-in facilities are allowed.

h. No accessory use can operate before 8 AM or after 6 PM, unless the routine hours of operation within more than 50% of the floor area within the building in which the facility is located is operational either before 8 AM or after 6 PM.

i. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

F. **Outdoor Dining for Eating Establishments**

1. Outdoor dining areas shall be adjacent to their tenant space.
2. Outdoor dining shall be accessed through the primary tenant space.
3. The dining area shall be enclosed by a fence or wall enclosure that is complementary to the architecture of the primary structure and shall be no less than 30 inches and no more than four (4) feet tall.
4. To maintain a six-foot (6') wide sidewalk in accordance with *Article 6.12. Pedestrian Accessibility Standards*, a wider sidewalk shall be installed to meet that development standard.

G. **Recreational Use Related to a Residential Development**

1. Recreational use is limited to the following facilities: clubhouse, docks, exercise rooms, game and craft rooms, gymnasiums, party and reception rooms, bicycle paths, pedestrian and equestrian trails, picnic areas, play courts, such as basketball, racquetball, and tennis courts, golf courses, driving ranges, play fields, playgrounds, sauna baths, swimming pools and tanning facilities.
2. These uses are allowed only as part of a residential development or subdivision, a compact development, a conservation development, a manufactured home development, or a congregate care facility. Such uses may be located outside of the boundaries of the development, if:

a. The lot is owned by the development (through its homeowners' association or other similar mechanism); and

b. The lot adjoins the development for at least 50% of its perimeter; or

c. The lot is located across a street or other right-of-way for at least 50% of its perimeter.

d. No active recreational use (*e.g*. playing field, playground, swimming pool, *etc*.) shall be located within 25 feet of any residential use property line.

e. Athletic structures other than buildings (*e.g*. basketball goals, pools, tennis courts, *etc*.) shall be no closer than 100 feet to any property line or right-of-way.

f. Lighted playing fields will be held to the standards in *Article 6.5. Exterior Lighting Standards*.

g. Park buffering may incorporate pedestrian access points where access in and out of the park would be beneficial to nearby residents.

h. Special care as it relates to any negative impacts (such as noise, traffic, etc.) shall be noted when locating specialty parks (such as dog parks and skate parks) in residential areas.

i. Neighborhood parks and pocket parks less than two (2) acres in area do not have to provide off-street parking.

j. A golf course A golf course in a residential zoning district is subject to the following:

i. Portable toilets, outhouses, and structures of the like, as well as vending machines shall not face an adjacent property and shall be screened using either wood fencing or masonry wall height on at least three (3) sides and shall incorporate landscaping around the fence or wall in a manner that increases aesthetics. Landscaping shall include at least one (1) shrub per four (4) feet of fence or wall length.

ii. The nearest edge of any fairway or green may be no closer than 150 feet to any property line, and no closer than 100 feet to any right-of-way.

iii. Tee-boxes and greens shall be oriented away from adjacent properties and external roadways.

iv. Miniature golf is not permitted in a residential zoning district.

H. **Residential Accessory Service**

1. **Defined.** A nonresidential accessory use located within an apartment or townhouse development or assisted living facility.

2. **Use Standard.**

a. Allowed accessory uses are limited to eating establishment, beauty or barber shop, laundry or dry-cleaning pickup, drug store, flower shop, gift shop or newsstand. Does not include an adult establishment.

b. The gross floor area of all accessory uses shall not exceed more than 25% of the dwelling unit.

c. In no case, shall the accessory use occupy more than 50% of the building gross floor area or 2,000 square feet, whichever is less (except that laundry facilities shall be excluded from this maximum floor area).

d. The primary entrance to the accessory use must be internal to the main building.

e. The display of products and activity of the accessory use must not be visible from outside the building.

f. No drive-thru or drive-in facilities are allowed.

g. The signage and location must not be designed to attract clientele from outside the building or lot within which the use is sited.

(Ord. 081919D, 08/19/2019; Ord. 121619C, 12/16/2019)

Effective on: 12/16/2019

Article 5.8. Temporary Uses

Contents:

Sec. 5.8.1. General

Sec. 5.8.2. Permit Required

Sec. 5.8.1. General

A. A Temporary Use Permit is intended to allow for the short-term placement of activities, many of which would be not allowed on a permanent basis. The following regulations govern temporary uses.

B. Only one (1) temporary use may exist on any lot or lots used in combination at any given time unless otherwise specifically permitted elsewhere in this UDO.

C. Temporary uses shall not be located wholly or partially in the public right-of-way.

D. Any structure associated with a temporary use may require compliance with the Building Code.

E. A Landscaping Plan shall be submitted for any temporary use with ancillary structures (e.g. portable restroom facilities, trash receptacles, or trailers) that will be installed for more than six (6) months.

Screening shall be provided for each of the ancillary structures.

F. No public-address systems or other sound-amplifying devices shall be permitted in conjunction with a temporary use.

G. All temporary uses and associated temporary structures shall be removed and the original site restored to its original condition within the duration of the Temporary Use Permit.

H. Cumulatively, all Temporary Use Permits issued on a lot shall not exceed 120 days per calendar year, or 90 days consecutively, unless otherwise noted.

I. Every approved temporary use shall be fully contained within 12 feet of the front and/or side facade of the primary structure, or be in a parking area where:

1. The minimum required parking spaces are available on site for the combined uses, temporary and permanent, as per *Article 6.11. Parking & Loading Standards*. Temporary use parking shall require one (1) space per 250 square feet of indoor and outdoor space;
2. No handicapped parking spaces shall be obstructed or rendered unusable;
3. Vehicular or pedestrian circulation shall not be adversely affected; and
4. The temporary use shall be enclosed by a temporary structure or surrounded by a view-through fence (at least 50% opaque);

J. The maximum area dedicated to a temporary use shall be 10% of the gross main floor area of the primary structure or tenant space to which the temporary use is associated. This allotment shall not be interpreted to be the combination of two (2) or more tenant spaces.

K. All sidewalks and ramps shall be maintained as per the ADA regulations.

L. Temporary outdoor sales of anything explosive or hazardous are not permitted under any circumstances.

M. Temporary classrooms in conjunction with a public or private school, or a religious institution are permitted.

N. Any temporary signs associated with a temporary use shall require a Temporary Sign Permit and is limited to the current standards of the *Article 6.17. Signage Standards*.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Sec. 5.8.2. Permit Required

The following temporary uses are allowed subject to approval of a Temporary Use Permit issued in accordance with *Sec. 10.2.22. Temporary Use Permit*.

A. **Construction Trailer**

1. Once the Temporary Use Permit for the construction trailer has been issued, the construction trailer may be located on the site to be developed up to three (3) weeks prior to the start of site improvements and shall be removed when the last full Certificate of Occupancy has been issued for the development, or within 48 months, whichever is less.
2. All construction trailers shall be located within the development for which the construction trailer has been established.
3. Construction trailers shall successfully pass all applicable inspections (e.g. electrical, fire) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.

B. **Institutional Temporary Uses**

1. Every institutional use that wishes to have a temporary use (e.g. seasonal outdoor sales, temporary outdoor displays of merchandise, tent sales, and special sales) must receive an independent Temporary Use Permit for each such use.
2. Private or institutionally sponsored festivals are allowed on places of worship or school properties

without a Temporary Use Permit.

3. Portable Classrooms.
   Portable Classrooms requires a Temporary Use Permit. Portable Classrooms are permitted for no more than two (2) years.

C. **Sales Office or Model Home**

1. Model homes shall comply with *Article 6.3. Architectural Design Standards*.
2. In addition to a Temporary Use Permit, a building permit is required to construct the model home.
3. A Temporary Use Permit for a sales office or model home is valid from subdivision release for issuance of building permits until the last full Certificate of Occupancy is issued.
4. Sales offices and model homes shall be located on a lot in the development in which the homes are for sale.
5. Sales offices and model homes shall be located on streets that have been asphalted and curbed; and are free of mud and debris.
6. A flow tested and charged fire hydrant shall be within 500 feet of two (2) or more sales offices or model homes prior to the issuance of a Certificate of Occupancy. Evidence of flow testing from a qualified agency shall be provided.
7. Signage shall be limited to the current standards for temporary model home signs in the *Article 6.17. Signage Standards*.
8. Hours of operation shall be limited to between 7:00 AM and 9:00 PM daily.
9. The facility shall not be used for any purpose other than the sales and demonstration of homes in that subdivision.
10. A minimum of four (4) off-street parking spaces shall be in place at a model home for employees and potential buyers. Model homes may use a standard driveway, garage and/or an off-street parking area (gravel or asphalt) to accommodate parking.
11. Model homes shall successfully pass all applicable inspections (e.g. electrical) and apply for and receive a Certificate of Occupancy prior to the commencement of the use.
12. Skirting is required on all sales trailers to be installed for six (6) months or longer.

D. **Special Events**

1. Special events on nonresidential properties may be permitted and require a Temporary Use Permit. The following guidelines shall also apply:
   a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
   b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.
   c. No sign shall be placed within the right-of-way of any public street without the approval of the City.
   d. A Sign Permit is required per *Sec. 10.2.18. Sign Permit*.
2. **Grand Openings.** A Temporary Use Permit may be permitted for a onetime grand opening for new businesses. This Temporary Use Permit may be granted for a 17-day period with no fees. The following guidelines shall apply:
   a. All signs, balloons, streamers, and decoration must be placed on the property of which the permit is approved.
   b. No signs shall be placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign. This does not apply to lettering on vehicles operating during the normal course of business.

c. No sign shall be placed within the right-of-way of any public street without the approval of the City.

d. A Sign Permit is required per *Sec. 10.2.18. Sign Permit*.

E. **Temporary Off-street Parking**

1. Any temporary off-street parking installed for a construction trailer, sales trailer or model home shall be removed when the sales office is removed. The site shall be restored to character consistent with the development.

F. **Temporary Trash Receptacle and Temporary Storage Units**

1. Temporary trash receptacles and temporary storage units (e.g. PODS) are permitted on any lot or lots used in combination as follows:

a. A maximum of seven (7) consecutive days without a Temporary Use Permit.

b. A maximum of 30 calendar days per calendar year with a Temporary Use Permit.

c. If a valid building permit is active, temporary trash receptacles and temporary storage unit may be utilized on site until the Certificate of Occupancy is issued.

d. Temporary trash receptacles and storage units shall not be allowed in the public right-of-way, unless a permit is approved by the Department of Engineering.

G. **Temporary Uses in Residential Districts**

1. **Garage/Yard Sale.** Garage/yard sales are permitted for a total of eight (8) days per calendar year, per lot without a Temporary Use Permit.

2. **Event Tents.** Tents for a private party or event are permitted for a total of seven (7) days per calendar year, per lot without a Temporary Use Permit.

(Ord. 101121H, 11/15/2021; Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

CHAPTER 12. DEFINITIONS

Contents:

Article 12.1. General Provisions
Article 12.2. Defined Terms

Article 12.1. General Provisions

Contents:

Sec. 12.1.1. General Meaning of Words & Terms
Sec. 12.1.2 Graphics, Illustrations, Photographs & Flowcharts
Sec. 12.1.3 Abbreviations in the UDO

Sec. 12.1.1. General Meaning of Words & Terms

A. All words and terms used have their commonly accepted and ordinary meaning unless they are specifically defined in the UDO or the context in which they are used clearly indicates to the contrary.

B. In the absence of court decisions or Board decisions specifically interpreting a provision in question, specific definitions listed in the UDO or previous interpretations of a provision by the Director, the meaning of provisions shall be based on the following general hierarchy of sources:

1. For a legal term, definitions in a legal dictionary or if not a legal term, definitions in an ordinary dictionary;
2. Statements of the purpose and intent of sections or background reports and studies adopted or referred to in the UDO, although such documents cannot overrule a specific code provision;
3. Minutes of discussions of legislative or advisory bodies considering adoption of the provision in question;
4. Definitions of similar terms contained in Federal and State statutes and regulations; and
5. Ordinary rules of grammar.

C. When vagueness or ambiguity is found to exist as to the meaning of any word or term used, any appropriate cannon, maxim, principle or other technical rule of interpretations or construction used by the courts of this State may be employed to resolve vagueness and ambiguity in language.

Sec. 12.1.2. Graphics, Illustrations, Photographs & Flowcharts

A. The graphics, illustrations, photographs and flowcharts used to explain visually certain provisions of the UDO are for illustrative purposes only. Where there is a conflict between a graphic, illustration, photograph or flowchart and the text of the UDO, the text of the UDO controls.

B. Certain images in the UDO were created by a consultant and are the property of the City of Fishers as part of this UDO. Other images are the property of Raleigh, North Carolina and Palm Desert, California, and were used with their permission.

Sec. 12.1.3. Abbreviations in the UDO

A. BFE: Base Flood Elevation

B. DBH: Diameter at Breast Height

C. DNR: Department of Natural Resources (Indiana)

D. FAA: Federal Aviation Administration

E. FC: Footcandle

F. FEMA: Federal Emergency Management Agency
G. FIA: Federal Insurance Administration
H. FIRM: Flood Insurance Rate Map
I. INDOT: Indiana Department of Transpiration
J. NAVD: North American Vertical Datum of 1988 (as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within a floodplain).
K. NFIP: National Flood Insurance Program
L. PUD: Planned Unit Development

Article 12.2. Defined Terms

Contents:

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z

(Ord. 081919D, 08/19/2019; Ord. 111620B, 12/21/2020; Ord. 062121B, 07/19/2021; Ord. 041822E, 05/16/2022)

A

'A' Zone. Portions of the SFHA in which the principal source of flooding is runoff from rainfall, snowmelt, or a combination of both. In A zone, floodwaters may move slowly or rapidly, but waves are usually not a significant

threat to buildings. These areas are labeled as Zone A, Zone AE, Zones A1-A30, Zone AO, Zone AH, Zone AR and Zone A99 on a FIRM or FHBM. The definitions are presented below:

1. **Zone A**. Areas subject to inundation by the one-percent annual chance flood event. Because detailed hydraulic analyses have not been performed, no BFE or depths are shown. Mandatory flood insurance purchase requirements apply.
2. **Zone AE and A1-A30.** Areas subject to inundation by the one-percent annual chance flood event determined by detailed methods. BFEs are shown within these zones. Mandatory flood insurance purchase requirements apply. (Zone AE is on new and revised maps in place of Zones A1-A30.)
3. **Zone AO.** Areas subject to inundation by one-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
4. **Zone AH.** Areas subject to inundation by one-percent annual chance shallow flooding (usually areas of ponding) where average depths are between one (1) to three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone. Mandatory flood insurance purchase requirements apply.
5. **Zone AR.** Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection. Mandatory flood insurance purchase requirements apply.
6. **Zone A99.** Areas subject to inundation by the one-percent annual chance flood event, but which will ultimately be protected upon completion of an under-construction federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No BFEs or depths are shown. Mandatory flood insurance purchase requirements apply.

Abandoned Sign. A sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product or activity, and/or for which no legal owner can be found.

Aboveground Utility Facility. Permanently located and installed electrical generators, pipeline pumping stations, public wells, water towers, telephone exchanges, utility substations, and the like.

Abutting. Bordering or contiguous.

Accessory Sign. A sign which is related to the primary use of the premises.

Accessory Structure or Use. Any structure or use subordinate in both purpose and size that is incidental to and customarily associated with any principal structure or principal use that is located on the same lot.

Addition to an Existing Structure. Any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition which is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.

Agricultural Processing. The use of land for activities involving a variety of operations on crops or livestock which may generate dust, noise, odors, pollutants, or visual impacts that could adversely affect adjacent properties. Example uses include, but are not limited to: slaughterhouses, mills, refineries, canneries, coffee roasting, food processing, granaries, grain processing, commercial hatcheries, poultry processing plants, fat rendering, manufacturing of commercial fertilizer, starch manufacturing, and milk processing plants or other treatment of agricultural products which changes the naturally grown product for consumer use.

Agricultural Use. The use of land for farming, including plowing, tilling, cropping, installation of best management practices, seeding, cultivating, or harvesting for the production of food and fiber products (except commercial logging and timber harvesting operations); the grazing or raising of Livestock (except in confined feed yards); dairy farming; aquaculture; sod production; horticulture; orchards; tree farms; and the cultivation of

products as part of a recognized commercial enterprise; and related buildings (e.g., barns, Stables, sheds, feeding bins). Agritourism Use (or Agritainment Use): An agriculturally-based operation or activity that brings visitors to an operational farm, and that may include, but is not limited to, uses and activities such as: pumpkin patches, Christmas tree sales, animal interaction exhibits (i.e. petting zoo, pony rides), apple or strawberry picking, seasonal or holiday activities (i.e. corn mazes, hay or wagon rides, straw piles, haunted houses), family-oriented activities (i.e. bounce houses, pedal cars, kiddie rides), creamery, vineyards, breweries, educational experiences or tours, limited retail sales of products not produced on-site (i.e. country store, activity ticket sales), related beverage or food sales (i.e. tasting facilities, lunch counters, dairy bar, refreshment or specialty food stands), and related ancillary uses and buildings.

Adult Bookstore. An establishment having more than 10% of its stock in trade and/or sales area in books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, tapes, records or other forms of visual or audio representations which are distinguished or characterized by their emphasis on matter depicting, describing or relating to sexual activities or sexual anatomical areas.

Adult Business. Any commercial activity whether conducted intermittently or full time, which primarily involves the sale, display, exhibition, or viewing of books, magazines, films, photographs, or other materials, distinguished or characterized by an emphasis on matter depicting, describing, or relating to human sex acts, or by an emphasis on male or female genitals, buttocks, or female breasts. See also *Sec. 5.4.2B. Adult Entertainment* for listed uses.

Adult Entertainment. An adult bookstore, adult retail store, adult motion picture theater, or adult strip club or like uses.

Aggregate Side Setback. The sum of the least two (2) side setbacks of a structure, one (1) on either side.

Agricultural Building. A structure utilized for the conduct of farming operations, not including a dwelling.

Airport. Any area of land or use devoted to the take-off, landing and storing and servicing of aircraft, and any appurtenant areas designated, set aside, used, or intended for use for related buildings and facilities located thereon.

Alley. A public right-of-way and thoroughfare, other than a street, road, crosswalk or easement, providing a secondary means of access to the abutting properties.

Alternative Transportation Plan. A plan which illustrates bicycle and pedestrian corridors throughout the jurisdiction of the Commission, as incorporated into the Thoroughfare Plan.

ANSI. American National Standards Institute.

Amenity Area. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development. The term includes community swimming pools, tennis courts, basketball courts, and the like.

Antenna. Any system of wires, poles, rods, reflecting discs, or devices used for the transmission or reception of electromagnetic or radio waves.

Appellant. A person filing any type of appeal.

Applicant. The owner, owners, or legal representative of lot who makes application to the City for action affecting the lot owned thereby.

Architectural Features. Exterior building elements intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, and balconies.

Architectural Projections. Projections from a building which are necessary for the shading of a building or features such as sills, cornices, and chimneys. Such projections may extend into required yards only as allowed by the provisions of this UDO.

Area of Shallow Flooding. A designated AO or AH Zone on the FIRM with base flood depths from one (1) to

three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Arterial Street. Any thoroughfare so designated on the Transportation Plan.

Attached Structure. A structure that is structurally connected to another structure by a foundation, wall, bridge, or roof line, or appears to be connected. Carports, garages, porch awnings and the like are considered attached structures and must abide by all regulations pertaining to primary structures.

Automobile Repair Garage. A building other than a private garage used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire, or sale.

Awning or Canopy Sign. A sign that is painted, stamped, perforated, stitched or otherwise applied on the surface of an awning. ~~The awning sign area shall be calculated the same as other signs except internally or backlit awning signs shall be calculated as the entire awning surface which is allowing light to pass through that portion of the awning or canopy.~~

Average Daily Traffic (ADT). The estimated daily average number of vehicular travelers on a street in a 24-hour period.

Average Setback. An average of a given (i.e. front, side, or rear) setback of structures on either side of the subject property. If the average setback encroaches into the right-of-way, permission is not required from the Board. If the subject property is a corner lot, the average of the front setback of structures adjacent to the subject property, along with the front setback of structures directly across the street from the subject property shall be used.

B

'B' Zone. See "Zone B, C, and X."

Baby Farm Animal. Any farm animal which has not reached mature adulthood.

Banner. Any hanging sign possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind. This classification shall not include plastic or fabric signs which are permanently attached within a rigid frame which are intended to be used as a permanent sign. National flags, flags of political subdivisions, and symbolic flags of any institution or business shall not be considered banners for the UDO.

Bar, Nightclub, Tavern, Lounge. A facility that prepares and sells food and drink that has alcoholic beverage sales more than 70% of the business's total annual sales.

Base Flood Elevation (BFE). The elevation of the one-percent annual chance flood.

Base Zoning District. In the case of an overlay district, the standard zoning district in which the parcel or tract is located, and the standards of which apply when the overlay district regulations are silent on any given point.

Basement. That portion of a building below the ground level having one-half or more of its interior vertical height clearance below the average grade level. ~~A basement with 50% or more of its perimeter wall areas (measured from the finished floor elevation) surrounding by finished grade is not considered in the measurement of the overall height limit of a zoning district.~~

Battery(ies). A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System. An electronic system that monitors, controls, and optimizes performance of an individual or multiple battery modules, protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

Battery Energy Storage System (BESS). One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

1. **Tier 1** Battery Energy Storage Systems have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
    a. **One-, Two-family residential dwellings.** Individual Energy Storage Systems (also known as a battery bank) shall have a maximum stored energy of 20 kWh. The aggregate energy capacity of the battery energy storage systems for one- and two-family residential dwellings, comprised of one or more individual BESS, shall not exceed the following for each location listed:
        i. Forty (40) kWh within utility closets, basements, and storage or utility spaces.
        ii. Eighty (80) kWh in attached or detached garages and detached accessory structures.
        iii. Eighty (80) kWh where outdoor wall mounted.
        iv. Eighty (80) kWh where outdoors ground mounted.
2. **Tier 2** Battery Energy Storage Systems have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

Bed and Breakfast. An operator-occupied historic residence or expanded historic residence that:

A. Provides sleeping accommodations to the public for a fee;
B. Has no more than 14 guest rooms;
C. Provides breakfast to its guests as part of the fees; and,
D. Provides sleeping accommodations for no more than 30 consecutive days to a guest.
E. The term does not include hotels, motels, health or limited care facilities, boarding houses, group quarters, hospice, rescue missions or food service establishments.

Berm. A landscape feature used for screening in which earth is piled up in irregular, round or oblong shapes. Particularly, berms do not have consistent crest elevations, but are irregular in form and overlapping such to emulate a more natural landscape feature. Berms in combination with other landscape material are used to block or partially block visibility from one side to the other.

Big-box Structure. A big-box structure is any retail building or tenant space of at least 70,000 square feet, which purpose is to provide space for a single user.

Bioretention Facilities (rain gardens). A stormwater management system that uses soil and plants to absorb stormwater runoff and to capture pollutants. These are small landscaped basins intended to provide water quality management by filtering stormwater runoff before release into a storm drain system. (Refer to City of Fishers Stormwater Technical Standards Manual).

Bioswale. A bioswale is a shallow depression created in the earth to accept and convey stormwater runoff. A bioswale uses natural means, including vegetation and soil, to treat stormwater by filtering out contaminants being conveyed in the water (Refer to City of Fishers Stormwater Technical Standards Manual).

Block. An area of land bounded by streets or by a combination of streets and public land, rights-of-way, common area, railroad rights-of-way, waterways, or any other barrier to the continuity of development.

Block Frontage. Property having frontage on one (1) side of a street and lying between the two (2) nearest intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, waterway, or another barrier.

Bond. Any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City.

Buffer Landscaping. Any trees, shrubs, walls, fences, berms, space, or related landscaping features required under the UDO for buffering lots from adjacent properties or public rights-of-way for increasing visual shielding or other aspects of privacy and/or aesthetics.

Buffer Yard. An area adjacent to front, side and rear property lines, measured perpendicularly from and parallel to adjacent property lines and/or right-of-way lines, intended to provide attractive spaces to reduce the impacts of proposed uses on adjacent property or natural features and to screen incompatible uses from each other and from the right-of-way. Buffers also help to maintain existing trees or natural vegetation, to block or reduce noise, glare or other emissions and to maintain privacy. Buffer yards are in addition to (separate from) front, rear, or side yard setbacks.

Building. Any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, or property of any kind, having an enclosed space and a permanent roof supported by columns or walls and permanently affixed to the land.

Building Area. The horizontal area of the buildings on a lot, measured from the outside exterior walls, excluding open areas or terraces, unenclosed porches or decks, and architectural features that project no more than two (2) feet.

Building Code. The Indiana Building Code which establishes and controls the standards for constructing all forms of permanent structures and related matters. Also referred to herein as the City Building Code.

Building Envelope. The setback lines that establish~~s~~ an area on a lot in which building can occur.

Building Frontage. The length of an outside building wall on a dedicated public or private street.

Building Height. The vertical distance measured from the lot average grade to the highest point of the roof, not including a maximum parapet wall encroachment. More standards on building height measurements in Section 6.1.4.C. ~~[The vertical distance measured from the lot ground level to the highest point of the roof for a flat roof, to the deck line of a mansard roof, and to the mean height between eaves and ridges for gable, hip and gambrel roofs.~~

Building Line/Building Setback Line. The line that establishes the minimum permitted distance on a lot between the front line of a building and the street right-of-way line, limits of public or private street or easement.

Building Permit. A document signed by the Director stating that the permitted improvements or proposed construction complies with all applicable provisions of *Title XV: Land Usage of the City of City Code of Ordinances.*

Building Separation. The least distance between the walls of two (2) structures, regardless of whether they are located on the same lot or parcel.

C

'C' Zone. See "Zone B, C, and X."

Caliper. The American Association of Nurserymen Standard for trunk measurement of nursery stock. Caliper of the trunk shall be taken six inches above the ground for up to and including four-inch caliper sizes, and twelve inches above the ground for larger trees.

Candela. Unit of luminous intensity in the International System of Units (SI). Used to measure the amount of light emitted by lamps.

Canopy Tree. Deciduous trees that grow to at least 40 feet in height and that ~~has~~ have a canopy that is round or oval. Conical or tubular shaped trees are not canopy trees.

Cell. The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and

deliver electrical energy.

Cemetery. Land used for the burial of the dead and dedicated for cemetery purposes, including columbaria, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery. ~~Cemeteries shall comply with the following standards.~~

Certificate of Compliance. A certificate that is issued prior to the certificate of occupancy stating that the building, structure or use has been constructed and complies with the provisions of the UDO, developer commitments, and all conditions of the Commission or Board.

Certificate of Occupancy. A certificate issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure complies with the provisions of all applicable City Codes and Ordinances.

Change of Tenant. Any tenant that differs from the previous tenant of a building or land.
(Ord. 062121B, 07/19/2021)

Effective on: 7/19/2021

Clinic. An establishment in which patients are admitted for medical or dental study or treatment and in which the services of at least two (2) physicians, dentists or chiropractors and other medical practitioners are provided.

(Ord. 011822, 02/21/2022)

Club House. A building used in association with an amenity, in which may be locker rooms, administration offices, golf cart storage and maintenance, restrooms, lounges, meeting space, snack bar, banquet facilities and retail sales of products related to the use of the amenity.

Coffee House. A restaurant primarily offering coffee, tea, and other beverages, and where light refreshments and limited menu items may also be sold at a counter or at a drive-up window for motor vehicles.

Collocation. A space on an existing or proposed telecommunication tower that can be used for the installation and/ or mounting of antennas or radio or cellular communication equipment that operates on a different frequency from the initial user.

~~**Commercial Kennel.** A place primarily for keeping more than four (4) adult dogs, or other small animals that are ordinarily bred for sale as pets, including temporary care facilities for animals for compensation.~~

~~**Commercial Sign**~~

Commercial Sign. A sign whose display area is sold or leased.
(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Community Center. A building available to the public for community activities, meetings, banquets, projects, gatherings, and the like.

Community Rating System (CRS). A program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management regulations to develop extra measures to provide protection from flooding.

Comprehensive Plan. The complete plan, or any of its parts, for the development of the City, prepared by the Commission and adopted in accordance with IC 36-7-4-500. as it now or may hereafter be in effect.

Concept Plan. A plan for a subdivision or development of land, brought by the petitioner to the pre-submittal meeting, that shows in general terms the proposed land use, density, circulation, natural characteristics, and typical development of the area to be developed, as well as adjacent affected properties, and traffic.

Condition of Approval. Stipulations or provisions attached to the approval of a project by the Board or Commission that must be met as a prerequisite for a Certificate of Occupancy.

~~**Conditional Use.** A use permitted within a district other than a permitted use requiring approval of the Board because of its nature.~~

Condominium. Real estate lawfully subject to IC 32-25, by the recording of condominium instruments, in which undivided interests in the common areas and facilities are vested in the condominium unit owners.

Confined Feeding Operation. A confined feeding operation as defined by IC 13-11- 2-40, as amended, and confined feeding as defined by IC 13-11-2-39, as amended.

Confinement Area. Any area, structure, kennel, stall, coop, pin, or other element in which farm animals are housed in, and including the immediate area which controls the movement of those animals.

Conflicting Use. For purposes of determining applicable buffer yard standards, uses that are considered 'conflicting' are detailed in the buffer yard standards of *Article 6.7. Landscaping Standards*.

Effective on: 7/20/2018

Conservation Easement. Those places on a lot or development that are identified for protecting certain elements or the land and/or natural vegetation. ~~Plant life may be removed from a conservation easement if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Small vegetation, underbrush, invasive species and poison ivy may be removed at any time to aid the health of mature trees and to aid in the creation of usable spaces for trails, paths, picnic shelters, and the like. Evergreen trees eight (8) feet or less, in height, and deciduous trees with a caliper measurement of less than four (4) inches may also be removed to aid in the creation of the usable spaces for trails, paths, picnic shelters, and the like, but must be done in a matter cause as little removal and/or damage as possible. Any individual or entity seeking to remove such trees shall have the approval of the Department staff prior to the removal of said trees. The City may be permitted to do limited work in Conservation Easements only at the direction of the Council.~~

Construction Plan. The maps or drawings showing the specific location and design of improvements to be installed.

Continuous Berm. A landscape feature used for screening in which a continuous raised section of earth is used to block or partially block visibility from one side to the other. Continuous berms are linear with a top elevation (crest) relatively consistent from one end to the other.

Convenience Store. An establishment where food stuffs, patent medicines, periodicals, and other similar items of household convenience are kept for retail sale to the public.

Cool Roof. A roof designed to reflect more sunlight and absorb less heat than a standard roof, which is composed of a highly reflective type of paint, a sheet covering, or highly reflective tiles or shingles.

Copy. The wording of a sign in either permanent or removable letter form.

Corner Lot. A lot at the junction of and abutting two (2) or more intersecting streets.

Cornice. A molded ornamental projection which crowns or finishes the top of a building or wall to which it is affixed.

Cottage Court. A cluster of at least five single-unit and/or two-unit dwellings located within a common development that use shared access, parking, and common spaces. Cottage developments can include homes on individual lots, homes owned as condominiums, or leased homes. This use may include factory built single-unit and/or two-unit dwellings provided that each home meets either the Indiana Building Code or the federal

Manufactured Housing Construction and Safety Standards Law of 1974 (42 U.S.C. 5401 et seq.), and that each dwelling has any wheels removed, is mounted on a permanent foundation, and is connected to city water, sewer, and electric services. This definition shall not include a "Manufactured Home Park."

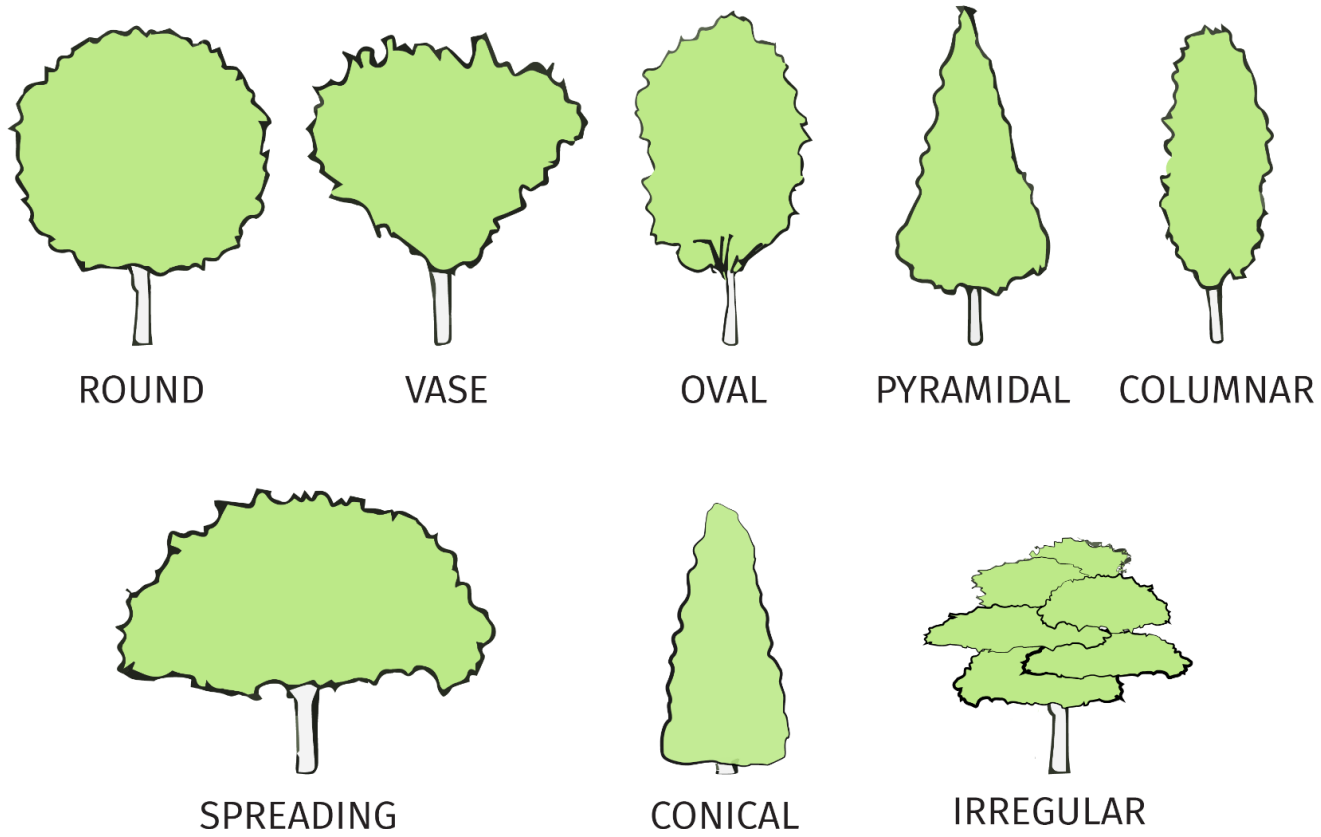
Covenants. Private and legal restrictions of various kinds on the usage of lots, typically within a subdivision and applied by the applicant of a subdivision. In the case of public health, safety and welfare, covenants may be applied by the Commission, that are recorded with the plat and deed. Covenants can also be placed on commercial and industrial developments. Unless specifically agreed to, covenants are not enforceable by the Commission or its designees. However, they are enforceable in civil court by interested or affected parties.

Critical Facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, installations that produce, use or store hazardous materials or hazardous waste.

Critical Habitats. Land with plant and animal species which are listed as threatened or endangered by the DNR publication Indiana's Rare Plants and Animals.

Critical Root Zone. The area of undisturbed natural soil around a tree defined by a horizontal circle drawn at grade with the center being the center of the trunk of the tree and a radius equal to the distance from the trunk to the outermost portion of the drip line.

Crown Form (Shape). The configuration crown of a standing tree or shrub (circle, triangle, parabola, rectangle, or horizontal ellipse).



Cul-de-sac. A street having one end open to traffic and being permanently terminated by a vehicular turnaround

at the other end.

D

Decibel. A unit of measurement of the intensity of loudness of sound. Sound level meters are used to measure such intensities and are calibrated in decibels.

Dedication. The setting apart of land or interests in land for use by the municipality or public by ordinance, resolution, or entry in the official minutes as by the recording of a plat.

Default Zoning District. In the case of a Planned Unit Development, the standard zoning district the standards of which apply when the PUD District Ordinance regulations are silent on any given point.

Designed Fail Area. The area surrounding a tower in which the tower could fall should it fail as structurally designed. The designed fail area is quantified in terms of linear distance from the tower to the perimeter of the designed fail area. The designed fail area shall be certified by a structural engineer.

Detailed Development Plan. The initial Development Plan petition for a Planned Unit Development following approval by the Council of the Concept Plan and PUD District Ordinance petition. The Detailed Development Plan incorporates the Primary Plat petition in Planned Unit Developments that are being subdivided.

Detached Building. A building that has no structural connection with the primary building or any other building or structure.

Developer. The owner or legal representative of land proposed to be subdivided or residentially/commercially/ industrially utilized.

Development. Any man-made change to improved or unimproved real estate including but not limited to:

1. Construction, reconstruction, or placement of a structure or any addition to a structure;
2. Installing a manufactured home on a site, preparing a site for a manufactured home or installing recreational vehicle on a site for more than 180 days;
3. Installing utilities, erection of walls and fences, construction of roads, or similar projects;
4. Construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;
5. Mining, dredging, filling, grading, excavation, or drilling operations;
6. Construction and/or reconstruction of bridges or culverts;
7. Storage of materials; or
8. Any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing structures and facilities such as painting, reroofing; resurfacing roads; or gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent structures.

Development Plan. A petition conforming to the requirements of IC 36-7-4-1400, et seq. and *Sec. 10.2.10. Development Plan Review.*

Development Standards Variance. A specific approval granted by the Board in the manner prescribed by the UDO, to deviate from the development standards (such as height, bulk, area) that the Ordinance otherwise prescribes.

Diameter at Breast Height (DBH). The diameter of a tree four and one-half (4’6”) feet above the average ground level. If the tree’s trunk splits or the tree is not over four and one-half (4’6”) feet tall, the diameter measurement of the trunk taken 12 inches above the ground level or the root ball shall constitute DBH.

Directional Sign. A sign intending to direct the safe flow of vehicular and pedestrian traffic and includes “enter,” “exit,” and “arrow” signs.

Double-Faced Sign. A sign having two (2) display surfaces, not necessarily displaying the same copy, which

are usually parallel and back to back and not more than 24 inches apart. When the display surfaces of a double-faced sign are not parallel, the interior angle created by said surfaces shall not exceed 90º and the two (2) surfaces shall not be more than 24 inches apart at the apex of said angle.

Drive-Through. An accessory feature of an establishment including service units and stacking spaces that permits customers to receive services or obtain goods while remaining in or on a motor vehicle (e.g., food and beverage establishments, banking terminals, pharmacy pickup, and other similar uses commonly referred to as drive-up, drive-through, or take-out). This definition excludes gasoline service stations, drive-in theatres, and drive-in restaurants where orders are taken, and food delivered to a motor vehicle that remains in a parking space.

Drip Line. A vertical line running around or encompassing the outermost portions of the tree canopy extending to the ground.

Dwelling. A building or structure or portion thereof that is used exclusively for residential occupancy, including single-family dwelling units, two-family dwelling units, and multi-family dwelling units, but excluding hotels, motels, and boarding houses.

Dwelling Site. A site within a manufactured home park and/or mobile home park with required improvements and utilities that is leased for the long-term placement of a manufactured home and/or mobile home.

Dwelling Unit (d.u.). Any structure or portion thereof designed for or used for residential purposes as a self-sufficient or individual unit by one (1) family or other social association of persons and having permanently installed sleeping, cooking, and sanitary facilities.

E

Eating Establishment. A facility that prepares and sells food and drink that may or may not have alcoholic beverage sales. If allowed in no case can alcoholic beverage sales exceed 70% of the business's total annual sales.

~~**Educational Institution.** Public or parochial pre-primary, primary, grade, junior-high, high preparatory school or academy; junior college, college or university, if public or founded or conducted by or under the sponsorship of a religious or charitable organization.~~

Elevated Structure. A non-basement structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, filled stem wall foundations (also called chain walls), pilings, or columns (posts and piers).

Elevation Certificate. A certified statement that verifies a structure's elevation information.

Electric Vehicle (EV). EV means any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets, and that operates either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. Electric Vehicle includes: a battery electric vehicle; and a plug-in hybrid electric vehicle. Electric Vehicle does not include an electric bicycle.

Electric Vehicle Supply Equipment (EVSE). EVSE are the conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

Electric Vehicle Charging Facility. This term is intended to denote EV charging use as a primary use on a property. A facility where electricity is provided directly to the public on the premises for purposes of charging electric vehicles at one or more electric vehicle charging stations. An Electric Vehicle Charging Facility may also retail minor accessories but may not provide other types of vehicle fuel, such as gasoline. This use does not necessitate construction of a building to serve as a primary building on site.

Electric Vehicle Charging Station. This term is intended to denote EV charging use as an accessory use on a

property. A parking space, or parking spaces, that is, or are, equipped with and served by electric vehicle supply equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle. The most common verbiage to describe different levels of charging are Level 1, 2, and 3, and include the following specifications:

- **Level 1** is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.
- **Level 2** is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.
- **Level 3 and higher or DCFC (Direct Current Fast Charging)** is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

EVCS Bay. An EVCS bay is an EVCS for vehicles that are larger than a typical parking space that can fit vehicles with trailers, vans, buses, or semi-trucks.

Emergency Program. The first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable structures in that community before the effective date of the initial FIRM.

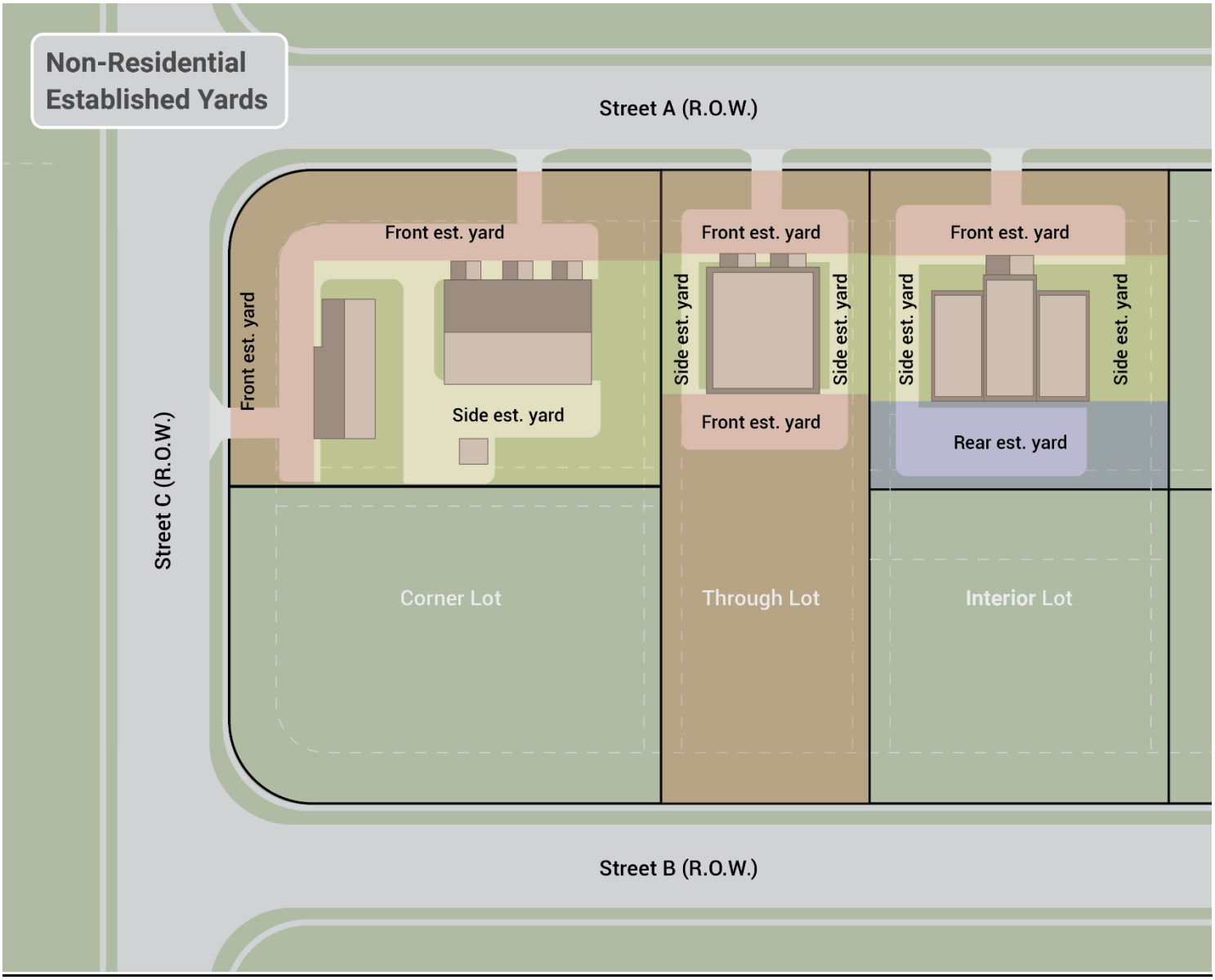
Established Setback. A dimension extending across the full width or depth of the lot between the primary structure and any lot line, the depth of which is the least distance between the given lot line and the primary structure.

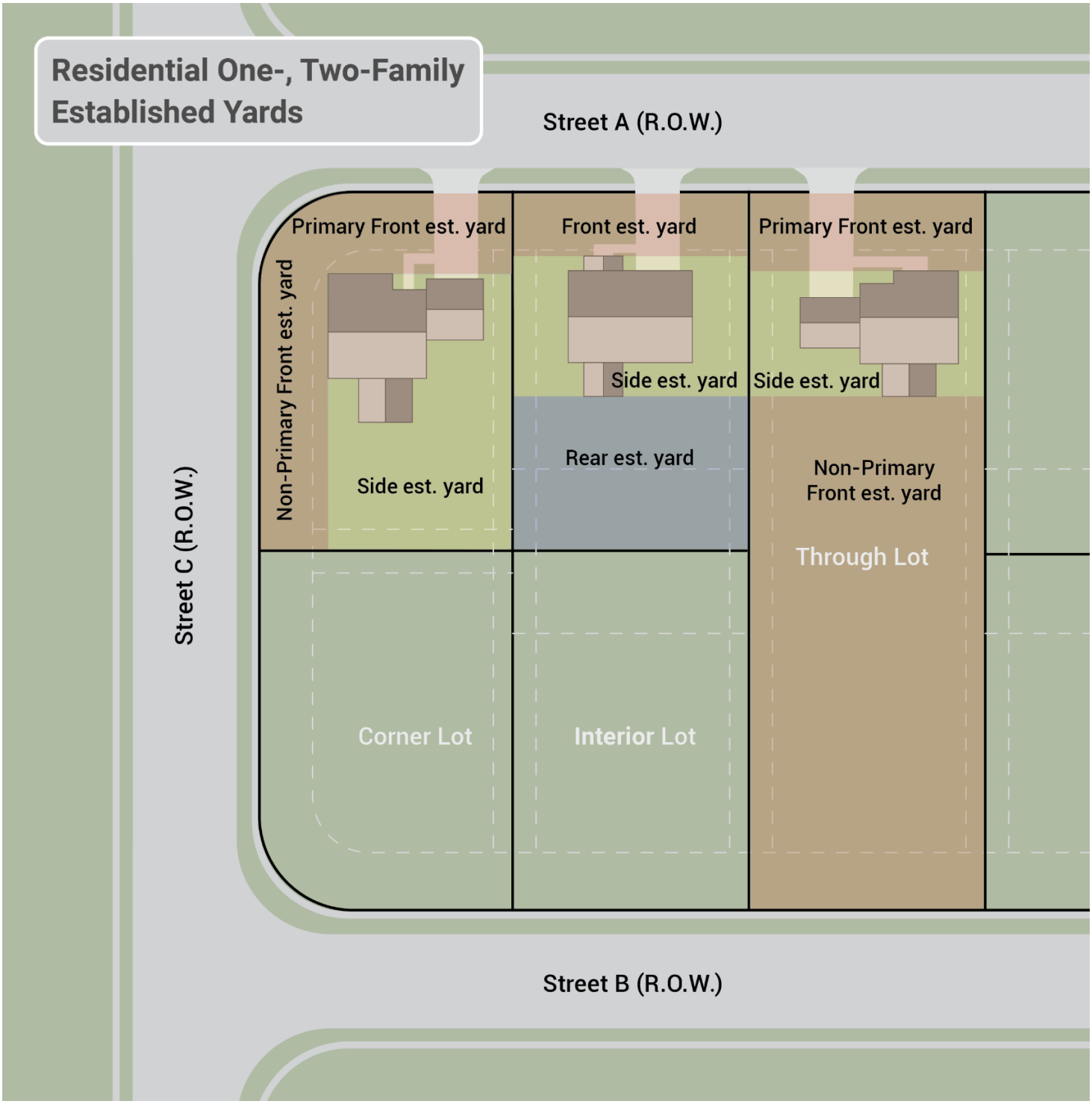
Established Yard. See figures below for illustration.

A. Front. A yard extending across the full width of the lot between the primary building and the front lot line, the depth of which is the least distance between the front lot line and the building.
    1. Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the primary front lot line.
    2. Non-Primary Front Established Yard. On single- and two-family residential corner and through lots, it is an established front yard between the primary building and the non-primary front lot line.

B. Side. A yard extending the full depth of the lot between the side of the primary building and the side lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures~~, the width of which is the least distance between the side lot line and the side of such primary building.

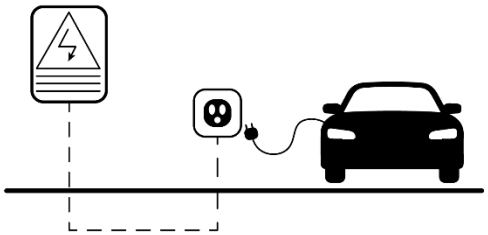
C. Rear. A yard extending across the full width of the lot between the rear of the primary building and the rear lot line ~~unoccupied other than by accessory buildings, steps, walks, terraces, driveways, lamp posts, and similar structures,~~ the depth of which is the least distance between the rear lot line and the rear of such primary building.


Non-Residential Established Yards
Street A (R.O.W.)
Street B (R.O.W.)
Street C (R.O.W.)
Front est. yard
Front est. yard
Side est. yard
Corner Lot
Front est. yard
Side est. yard
Side est. yard
Front est. yard
Through Lot
Front est. yard
Side est. yard
Side est. yard
Rear est. yard
Interior Lot

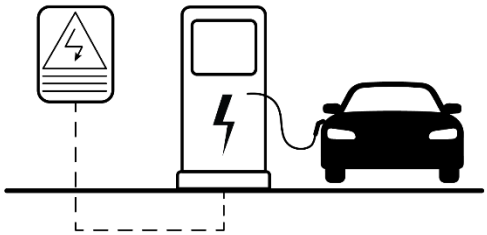


EV-Ready Space. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment (EVSE) terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted. The electrical panel directory and receptacle or junction box must both be permanently marked “For future electric vehicle supply equipment”.

EV-Installed Space. A designated parking space that is served by an electric vehicle charging station (EVCS), at a minimum of Level 2.



EV-READY



EV-INSTALLED

Existing Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the City's first floodplain ordinance.

Existing Significant Plant Material. Evergreens over six (6) feet in height, deciduous trees over two and one-half (2.5) inches DBH, and shrubs over four (4) feet in height.

Expanded Historic Residence. A single historic residence whose existing square footage has been enlarged by way of architectural addition, provided, however, that the architectural addition:

A. May exceed the existing square footage of the Historic Residence only to a maximum of two (2) times the total enclosed floor space of the existing structure and only so long as the addition is subordinate to the existing structure;
B. Cannot change the residential appearance of the Historic Residence or the lot;
C. Shall be designed and constructed in the established style of the existing Historic Residence; and,
D. The architectural design and historic construction materials shall maintain the style and integrity of the existing Historic Residence.

The Director shall make an initial determination, in writing, that the proposed architectural additions are architecturally consistent with the Historic Residence.

Expansion to an Existing Manufactured Home Park or Subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Extended Stay Hotel/Motel/Inn. A building in which temporary lodging and/or boarding is provided to the public for compensation. The provider typically provides telephone service, laundry facilities, upkeep of furniture, and other services. Compensation is based upon stays of more than one day and reduced rates are typically featured for weekly/ monthly stays.

F

Façade. The face of an elevation of a building.

Family. An individual, or two (2) or more persons related by blood, marriage, or adoption, or a group of not more than two (2) persons, not related by blood, marriage, or adoption, living together as a single housekeeping unit in a dwelling unit.

Farm. A tract of land comprising an area which is devoted to agricultural operations, such as forestry, the growing

of crops, pasturage, the production of livestock or poultry, the growing of trees, shrubs or plants, and other recognized agricultural pursuits and including accessory buildings essential to the operation of the farm.

Farm Animal Unit (FAU). A farm animal unit is a value factor assigned to balance the difference in physical size, health needs, nuisance issues and other differences of various farm animals.

Fast Food/Quick Service. Restaurant where food is prepared and available before an order is placed, the meal is paid for prior to consumption, customers often order from a menu board, are served their food at a counter or in a motor vehicle in packages prepared to leave the premises or may be taken to a table or counter to be consumed (see also *Sec. 5.4.8.D. Fast Food/Quick Service*).

Faux Window. A faux window is a portion of the façade enclosed with a decorative trim such as stone or brick, and covered in a distinct material (typically darker) which varies from the surrounding field material.

Fence. A freestanding device made of metal, masonry, composition or wood or any combination thereof, resting on, or partially buried in the ground and rising above ground level, and used for confinement, screening protection or partition purposes.

Filling Station, Service Station. Buildings and premises where gasoline, oil, grease, batteries, tires, and automobile accessories may be supplied and dispensed at retail. Uses permissible at a service station do not include major mechanical and body work, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in service stations. The term shall not be construed to include a truck stop.

Final Development Plan. The secondary Development Plan petition for a Planned Unit Development following approval by the Commission of the Detailed Development Plan petition. The Final Development Plan incorporates the Secondary Plat petition in Planned Unit Developments that are being subdivided.

Finished Floor Area. That portion of floor area constructed, completed, and usable for living purposes with normal living facilities which includes sleeping, dining, cooking, working, entertainment, common space linking rooms, areas for personal hygiene, or combination thereof. Floor area or portion thereof used only for storage purposes and not equipped for the facilities mentioned above shall not be considered finished floor area.

Five Hundred-year Flood. The flood that has a 0.2% chance of being equaled or exceeded in any year.

~~**Flag**~~

Flag. Any fabric or similar light-weight material, typically oblong or square in shape, and used as the symbol or emblem of a country or institution or as a decoration during public festivities, that is attached at one edge of the material, usually to a staff or pole, so as to allow movement of the material by atmospheric changes.

(Ord. 101121H, 11/15/2021)

Effective on: 11/15/2021

Flashing Sign. Any illuminated sign which exhibits changing light or color effects.

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM). An official map on which the FEMA or FIA has delineated the areas of flood hazards and regulatory floodway.

Flood Hazard Area. The floodplain areas that have not been adequately protected from flooding by means of dikes, levees, reservoirs and other works approved by the Indiana Natural Resources Commission, as identified on the appropriate maps.

Flood Hazard Boundary Map (FHBM). An official map of a community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as Zone A.

Flood Insurance Rate Map (FIRM). An official map of a community, on which FEMA has delineated both the

areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official hydraulic and hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM, FBFM (where applicable), and the water surface elevation of the base flood.

Flood Protection Grade. The elevation of the regulatory flood plus two (2) feet at any given location in the Special Flood Hazard Area (SFHA). See also “Freeboard.”

Flood Prone Area. Any land area acknowledged by a community as being susceptible to inundation by water from any source. (See "Flood")

Flood Water. The water of any lake or watercourse which is above the banks and/or outside the channel and banks of such lake or watercourse.

Floodplain. The channel proper and the areas adjoining any wetland, lake or watercourse that have been or hereafter may be covered by the regulatory flood. The floodplain includes both the floodway and the fringe districts (see also *CHAPTER 9. FLOODPLAIN STANDARDS*).

Floodplain Administrator. (See *Sec. 2.2.6 Floodplain Administrator*).

Floodplain Development Permit. A permit signed and issued by the Floodplain Administrator stating that the proposed improvements for a site have been reviewed and found to follow the applicable provisions of *CHAPTER 9. FLOODPLAIN STANDARDS.*

Floodplain Management. The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Management Regulations. *CHAPTER 9. FLOODPLAIN STANDARDS* and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power that control development in flood-prone areas. This term describes federal, State, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodplain Standards Variance. A grant of relief from the requirements of *CHAPTER 9. FLOODPLAIN STANDARDS*, which permits construction in a manner otherwise prohibited by *CHAPTER 9. FLOODPLAIN STANDARDS* where specific enforcement would result in unnecessary hardship.

Floodplain Standards Violation. The failure of a structure or other development to be fully compliant with *CHAPTER 9. FLOODPLAIN STANDARDS*. A structure or other development without the elevation, other certification, or other evidence of compliance required in *CHAPTER 9. FLOODPLAIN STANDARDS* are presumed to be in violation until that documentation is provided.

Floodproofing (dry floodproofing). A method of protecting a structure that ensures that the structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls can resist hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

Floodproofing Certificate. A form used to certify compliance for nonresidential structures as an alternative to elevating structures to or above the FPG. This certification must be by a Registered Professional Engineer or Architect.

Floodway. The channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flood flow of the regulatory flood of any river or stream.

Floor Area. The sum of all horizontal surface areas of all floors of all roofed portions of a building enclosed by and within the surrounding exterior walls or roofs, or to the center line of any party wall separating such buildings

or portions thereof. Floor area of a building shall exclude exterior open balconies and open porches.

Floor Area Ratio (FAR). Floor Area Ratio includes the total covered area of all floors of a building(s) measured in square feet divided by the size of the site, measured in square feet.

Forestry Operation. Forestry Operation includes facilities, activities, or equipment used to plant, raise, manage, harvest, and remove trees on private land. The term includes site preparation, fertilization, pest control, and wildlife management.

Foundation. The supporting member of a wall or structure.

Free Burning. A rate of combustion described by a material which burns actively and easily supports combustion.

Freeboard. A factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Fringe. Those portions of the floodplain lying outside the floodway.

Front Line of Building. The foundation line that is nearest the front lot line.

Frontage Road. An access road which parallels a street of higher classification, providing access from abutting property and separated from the street by a common dividing strip.

Fuel/Energy Station. Structure or lot where fuel and other vehicular propulsion needs are provided to customers but are not performed by an employee (other than to pump gas).

Fuel/Service Station. Facility where fuel is dispensed and/or other light maintenance activities take place within the building on customer vehicles such as battery replacement, tire installation/repair, and other minor mechanical repairs. Vehicles shall not be stored overnight.

Full-cutoff Fixture or Luminaire. A luminaire that (see also *Article 6.5. Exterior Lighting Standards*):

A. Projects at least 90% of the total lamp lumens below 80° from vertical;
B. Does not allow more than 10% of the total lamp lumens above 80° from vertical; and
C. Does not allow more than 2.5% of the total lamp lumens above 90° from vertical.

Functional Green Roof. A green roof for which the depth of soil and planted material is at least 2 inches, which is accessible and usable for human activity.

Effective on: 7/20/2018

G

Gable. A triangular wall segment at the end of a pitched roof.

Garage. An attached or detached structure whose primary use is to house motor vehicles or personal property for the accommodation of related dwelling units or related business establishments.

General Services Office. Employment services, temporary employment agency, insurance office, law office, membership associations, secretarial service, publishing corporate offices, reading clinic, real estate office, service organization, title company, trade office, and travel agency, and the like.

Glare. A light ray emanating directly from a lamp, reflector or lens such that it falls directly on the eye of the observer.

Golf Course. An area of terrain on which the game of golf is played. A golf course includes greens, fairways, natural areas. A golf course may also include a driving range when integrated with the golf course operations and hours.

Grace Period. Extension of time granted for correction, termination or cessation of a violation of this UDO.

Greenhouse. A building, room, or area, usually chiefly of glass, in which the temperature is maintained within a

desired range, used for cultivating tender plants or growing plats out of season.

~~**Green Space.** Areas designated for public gathering or recreation (passive or active), held in private or public ownership.~~

Green Roof. The area atop a roof surface on a building, open to the sky and air, planted over waterproof membrane, which is surfaced with soil and living plant materials for the purpose of retaining rainwater and absorbing heat from sunlight and which may be accessible by means of a roof entrance if required to maintain plant material.

Ground or Monument Sign. A sign which is supported by one (1) or more uprights or braces in the ground**.**

Gross Site Area. Gross refers to the gross area before any land is set aside for public improvements including but not limited to streets and utilities.

Guest Room. A sleeping room intended to accommodate not more than four guests each night, and which contains no cooking facilities in the room. For purposes of this definition, a guest room may be a suite of rooms, including a sitting room, one or more bedrooms and bath facilities, accessible to the exterior by not more than one doorway.

H

Half Story. That portion of a building under a sloping, gable, hip, or gambrel roof, the wall plates on at least two (2) opposite exterior walls of which are not more than three (3) feet above the floor level of such half-story.

Hardship. (as related to *Sec. 10.2.24. Variance*) The exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. These problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

High Pressure Laminate (HPL). Material exterior grade high pressure laminate is made of layers of kraft paper impregnated with phenolic resin and bonded by heat and pressure. The core and exterior surface is all one piece.

Highest Adjacent Grade. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Residence. A structure designed for a single-family residence, which has historic, architectural or engineering significance. Provided, however, that structures less than 50 years old shall not be considered an historic residence, and are not allowed as either a bed and breakfast residence or a bed and breakfast inn.

Historic Structure. Any structure individually listed on the National Register of Historic Places or the Indiana State Survey of Historic Architectural, Archaeological and Cultural Sites, Structures, Districts, and Objects. Structure, Historic (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*): Any structure individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

Holiday Decorations. Posters which represent a holiday but do not advertise a company or product.

Home Occupation. An occupation that provides a service or product that is conducted wholly within a residential dwelling in a Residential Zoning District. Examples of permitted home businesses are provided in *Sec. 5.7.2.B. Home Occupation*.

Horizontal Articulation. Articulation left and right across the span of a wall façade. Examples include ledges, reveals awnings, column caps, arches, or other projecting or recessed architectural feature.

~~**Hospital.** An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, and other abnormal physical or mental conditions and including,~~

~~as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.~~

Hospital. An institution licensed by the State Department of Health and providing health services primarily for in-patient medical or surgical care to persons suffering from illness, disease, injury, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medical offices, and staff residences.

Hotel. A building in which temporary lodging or board and lodging are provided and offered to the public for compensation and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge at all hours. As such, it is open to the public. Compensation is assessed on a day-to-day basis.

I

Illegal Sign. A sign which does not meet the requirements of this UDO and which has not received legal nonconforming status.

Illuminance. The total amount of visible light illuminating (incident upon) a point on a surface from all directions above the surface (i.e. how brightly a surface is illuminated). Illuminance is measured in lux.

Illuminated Sign. A sign with an artificial light source incorporated internally or externally for illuminating the sign.

~~**Impervious Area.**~~

Impervious Area. Impervious Area is the sum of all driveways, pathways, structures, hardscape, and any other impervious surface that would prohibit the absorption of stormwater, divided by the Lot Area.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

~~**Impervious Surface**~~

Impervious Surface. Any material that prevents absorption of storm water into the ground such as concrete or asphalt. This does not include gravel, rock, or stone.

Effective on: 7/20/2018

Improvement. Any permanent structure that becomes part of, placed upon, or is affixed to real estate, or any alteration to the land

Improvement Location Permit (ILP). A permit issued by the Department stating that the proposed improvements comply with the applicable provisions of the UDO.

Improvement, Substantial. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred "repetitive loss" or “substantial damage” regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of State or local health, sanitary, or safety code requirements or any alteration of a “historic structure,” provided that the alteration shall not preclude the structures continued designation as a “historic structure.”

Incidental. A minor occurrence or condition which is customarily associated with a permitted use and is likely to ensue from normal operations.

Increased Cost of Compliance (ICC). The cost to repair a substantially damaged structure that exceeds the

minimal repair cost and that is required to bring a substantially damaged structure into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, relocation, demolition, or any combination thereof. All renewal and new business flood insurance policies with effective dates on or after June 1, 1997, will include ICC coverage.

Indirectly Illuminated Sign. A sign illuminated with a light directed primarily toward such sign, including back lighted signs, and so shielded that no direct rays from the light are visible.

Industrial Uses. Manufacturing, assembly, repair or servicing of industrial, business, or consumer machinery, equipment, products, or by-products mainly by providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site (see also *Article 5.5. Industrial Uses*).

Infill Lot. A lot bordered on at least two (2) sides by established development.

Inoperable Vehicle. A motor vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

A. Not having valid vehicle license plate or registration.
B. Any vehicle, whether on public or private property and in view of the public from which, for a period of at least (14 days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own motor power;
C. Any vehicle that is damaged or dismantled to such extent as to render it illegal for operation on any public street or highway, including but not limited to any of the following: broken head or taillights, broken or missing mirrors, cracked or missing window or windshield, deflated tires, missing seats or steering wheel, or other general conditions that would render a vehicle incapable of being driven on a public highway.

By way of illustration only, the term "Inoperable Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Institutional Uses. Schools, churches, government offices, parks, and the like (see also *Article 5.3. Public & Institutional Uses*).

Internal Setback. The distance between a structure and either:

1. An access or ingress/egress easement line; or
2. The edge of pavement of the sidewalk running alongside an access drive or private street; or
3. The back of curb of an access drive or private street; or
4. The edge of pavement of an access drive or private street;
5. whichever is closest to the structure.

Internally Illuminated Sign. A light source which is enclosed within the sign and viewed through a translucent panel. This type of illumination is often referred to as direct.

Interior Lot. A lot other than a corner lot or a through lot.

Intersection. An area within a 100' radius of the intersecting centerlines of two (2) cross streets.

ITE. Institute of Transportation Engineers.

J

Junk. An automobile, truck, other motor vehicle, watercraft, large appliances, furniture or like materials which have been damaged to such an extent that they cannot be operated under their own power or used and/or will require major repairs before being made usable. This also includes such a vehicle which does not comply with

State, County, or City vehicle licensing or other laws or ordinances.

Junk Vehicle. A vehicle, recreational vehicle, or any similar vehicle exhibiting one or more of the following:

A. Is dismantled or extensively damaged, including any of the following: a broken window or windshield, or a missing wheel, tire, motor, or transmission;
B. Is apparently inoperable; or
C. Has an approximate fair market value equal only to the approximate value of the scrap in it.

By way of illustration only, the term "Junk Vehicle" can include, without limitation, any of the following: passenger vehicle, motorized bicycles, motorcycle, truck, tractor, tractor-trailer, truck trailer, trailer, bus, boat, watercrafts, recreational vehicle, ATV, golf cart, camper, camping trailer, truck camper, motor home, travel trailer, semitrailer, or any other vehicle propelled or drawn by mechanical power or the like.

Junk Yard. A place, usually outdoors, where waste or discarded used property, including but not limited to automobiles, farm implements and trucks, is accumulated and is or may be salvaged for reuse or resale. This does not include industrial scrap metal or accumulation of organic matter.

Juvenile Detention Facility. A facility that holds children or minors (typically under 18 years of age) for punishment and/or counseling because of sentencing by a court of jurisdiction for criminal or antisocial behavior.

K

Kennel. A facility where any person engages in a business involving boarding, breeding, buying, keeping, letting for hire, training for a fee, or selling dogs, cats, or other domestic animals with some activities. This use does not include any operation meeting the definition of a Confined Feeding Operation (CFO) or Concentrated Animal Feeding Operation (CAFO) under Indiana statutes. ~~**Kennel.** Any lot on which dogs or small animals at least six (6) months of age are kept for commercial purposes (see also *Sec. 5.4.7 Personal Service*).~~

L

Large Farm Animals. Large farm animals are large domestic farm animals such as, but not limited to: cows, buffalo, llamas, goats, sheep, and pigs.

Large Grazing Type Farm Animals. Large domestic farm animals such as, but not limited to, cows, buffalo, llamas, goats, and sheep, which are typically allowed to roam within a large grazing area. Pigs shall not be interpreted as a large grazing type farm animal.

Landscape Area. Those places on a lot or abutting right-of-way that are identified for application of landscaping regulations. Landscape areas include: street tree planting areas, parking lot planting areas, foundation planting areas, buffer yard areas, retention pond planting areas, and perimeter planting areas (see also *Article 6.7. Landscaping Standards*).

Landscape Island. A landscape area defined by a curb or edge of pavement and surrounded on all sides by pavement and includes terminal islands, median islands, interior and perimeter islands.

Effective on: 7/20/2018

Landscape Material. Trees, shrubs, plants, decorative fences, retaining walls, walls, earthen mounds, irrigation systems, flower beds, decorative rocks, edging, mulch, stakes and the like. Xeriscaping landscaping materials are encouraged to function as LID Stormwater BMPs. Artificial trees, shrubs, ground cover, and flowers are not considered landscape material.

Landscape Structure. Decorative fences, walls, retaining walls, edging, decorative rocks and the like.

Landscaping. The improvements of a lot with grass, shrubs, trees, and other vegetation and/or ornamental objects. Landscaping may include pedestrian walks, flower beds, berms, depressions for LID stormwater landscaped areas, fountains and other similar natural and man-made objects designed and arranged to produce

an aesthetically pleasing effect.

Large Integrated Center. An integrated center is any multi-tenant building primarily featuring commercial retail and service uses equal to or greater than 30,000 square feet.

Lease. To rent, to permit the possession or use of right of possession, or use for consideration of a lot, parcel, tract, land or group of lots, parcels, tracts, or lands.

Legal Nonconforming Building or Structure. Any continuously occupied, lawfully established structure or building prior to the effective date of the UDO, or its subsequent amendments, that no longer meets the development standards.

Legal Nonconforming Lot of Record. Any legally established and recorded lot prior to the effective date of this UDO, or its subsequent amendments, that no longer meet the lot-specific development standards.

Legal Nonconforming Sign. Any sign lawfully existing on the effective date of this UDO, or amendment thereto, that does not conform to all the standards and regulations of the UDO and has been registered within the allotted time as described in *Sec. 2.3.5. Nonconforming Signs* of the UDO.

Legal Nonconforming Use. Any continuous, lawful use of structures, land, or structures and land in combination established prior to the effective date of the UDO or its subsequent amendments that is no longer a permitted use in the district where it is located.

Letter of Map Amendment (LOMA). An amendment to the currently effective FEMA map that establishes that a property is not located in a SFHA. A LOMA is only issued by FEMA.

Letter of Map Revision (LOMR). An official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F). An official revision by letter to an effective NFIP map. A LOMR-F provides FEMA's determination concerning whether a structure or parcel has been elevated on fill above the BFE and excluded from the SFHA.

Light Manufacturing. A facility conducting light manufacturing operations within a fully-enclosed building. Light manufacturing uses are provided in *Sec. 5.5.2 Light Manufacturing*.

Light Source. Source from which light emanates either directly from the bulb, or indirectly from a reflective enclosure, lens, or diffuser.

Limited Agriculture Related Sales. On-site sales of commodities, which are produced, grown, or raised on the subject property.

Loading Spaces, Loading, and Unloading Berths. The off-street area required for the receipt or distribution by vehicles of material or merchandise.

Local Street. A street designed primarily to provide access to abutting properties and discourage through traffic, as depicted by the Thoroughfare Plan within the Comprehensive Plan.

Lot. A Lot of Record or a tax parcel described by metes and bounds or separately in a survey which is recorded in the Office of the Recorder of Hamilton County, Indiana.

Lot Area. The net area of land bounded on all sides by front, rear, and side lot lines. Neither public nor private right-of-way is included in the lot area. Floodway, Floodway Fringe areas, and Easements are included in the calculation.

Effective on: 7/20/2018

Lot Coverage. ~~The area of a lot occupied by the primary building and any accessory structures.~~ See definition for "Impervious Area".

Effective on: 12/21/2020

Lot Depth. The horizontal distance between the front and rear lot lines.

Lot Frontage. The length of the front lot line bordering upon a public or private right-of-way or easement. The lot frontage is determined by measuring the total distance in which the front lot line touches a public or private right-of-way or easement.

Lot Lines. See figures below for illustration.

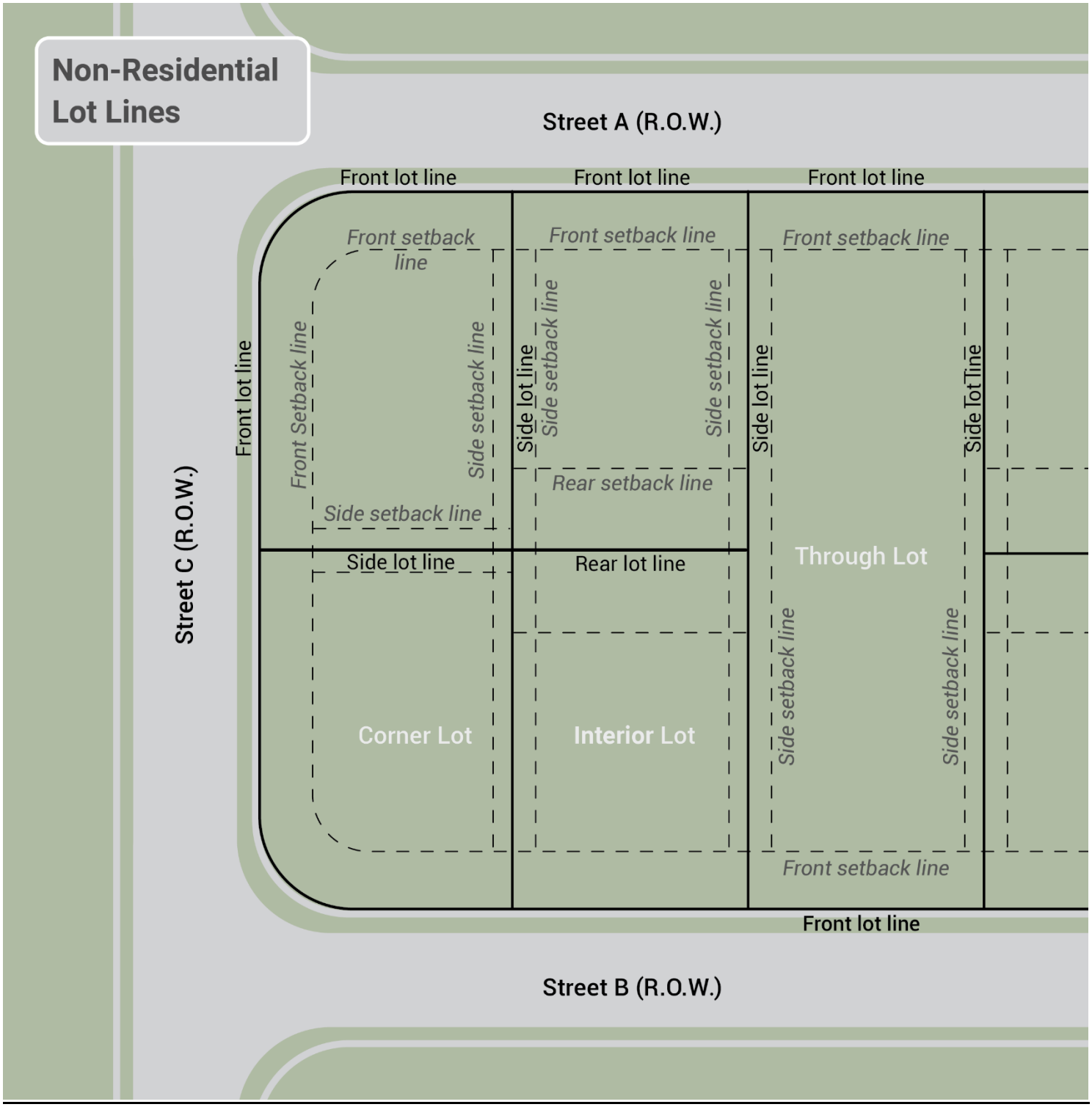
A. **Lot Line, Front.** On an interior lot, the lot line that separates the lot from the street. On corner and through lots, all lot lines that abut a street are front lot lines.

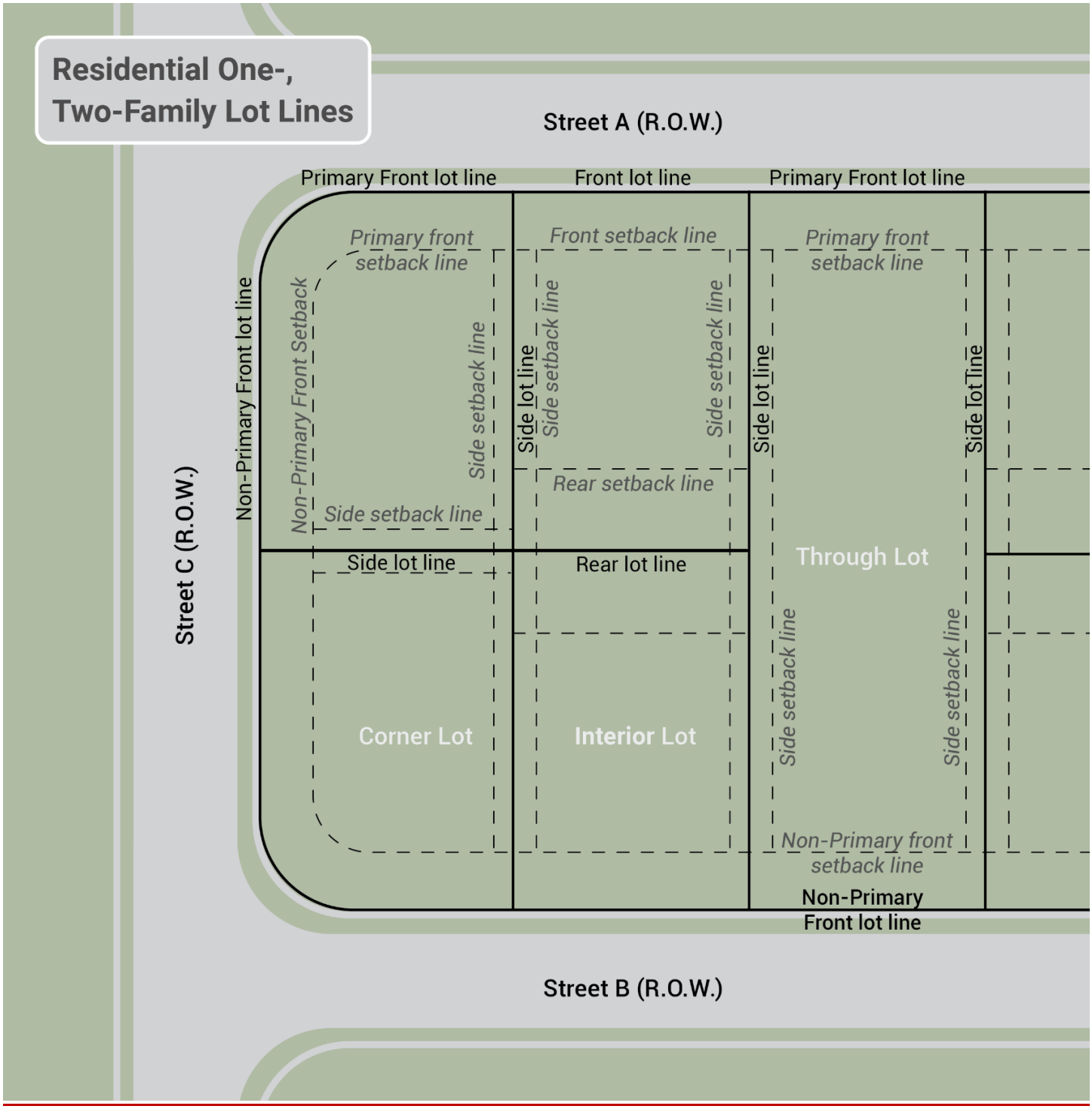
    1. **Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is the front lot line that a) abuts the highest street classification in the Thoroughfare Plan, or b) closest to the established orientation of home; or c) abuts the street on which the lot's address is platted.

    2. **Non-Primary Front Lot Line.** On single- and two-family residential corner and through lots, it is a front lot line that is not the primary front lot line.

B. **Lot Line, Side**. Any other lot line that isn't front or rear lot line. On a corner and through lots, there are at least two front lot lines and other lot lines are side lot lines.

C. **Lot Line, Rear**. The lot line opposite of the front lot line. In the case of a triangularly shaped lot, or otherwise irregular shaped lot, a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.


Non-Residential Lot Lines
Street A (R.O.W.)
Front lot line
Front lot line
Front lot line
Front setback line
Front setback line
Front setback line
Front Setback line
Side setback line
Side lot line
Side setback line
Side setback line
Side lot line
Side Lot Line
Front lot line
Rear setback line
Side setback line
Side lot line
Rear lot line
Through Lot
Street C (R.O.W.)
Side setback line
Side setback line
Corner Lot
Interior Lot
Front setback line
Front lot line
Street B (R.O.W.)



Lot of Record. A lot which is a part of a subdivision legally recorded in the Office of the Hamilton County Recorder, or a parcel or lot described by metes and bounds, a description of which has been so recorded.

Lot Width. The dimension of a lot measured between side lot lines on the building line.

Low Impact Development. LID is a land planning and engineering design approach with a goal of replicating the pre-development hydrologic regime of urban and developing watersheds. The primary goal of LID is to mimic a site's predevelopment hydrology by reducing the impervious surface, infiltrating, filtering, storing, evaporating, and detaining runoff close to its source.

Lowest Adjacent Grade. The lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest Floor. The lowest of the following:

A. The top of the lowest floor of the structure;
B. The top of the basement floor;
C. The top of the garage floor, if the garage is the lowest level of the structure;
D. The top of the first floor of a structure elevated on pilings or pillars;
E. The top of the first floor of a structure constructed with a crawl space, provided that the lowest point of the interior grade is at or above the BFE and construction meets requirements of (F)(1); or
F. The top of the floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of floodwaters unless:
    1. The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of floodwaters, by providing a minimum of two (2) openings (in addition to doorways and windows) in a minimum of two exterior walls having a total net area of one (1) square inch for every square foot of enclosed area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher; and
    2. Such enclosed space shall be usable solely for the parking of vehicles and building access.

Lumen. Unit of luminous flux in the International System of Units (SI) equal to one (1) candela per steradian. Used to measure the amount of light emitted by lamps.

Lux (Luces plural). Unit of illuminance in the International System of Units (SI) equal to one (1) lumen per square meter.

M

Main Floor Area. That portion of Finished Floor Area located on the first (or nearest ground level) floor of the dwelling unit. The Main Floor Area of a primary structure does not include a garage, carport, deck, unfinished storage, patio, or open porch.

Major Collector. A street planned to facilitate the collection and movement of vehicular traffic between minor collectors and thoroughfares, usually located on the perimeter or boundaries of neighborhoods. These streets are to be generally located on a ½ mile grid pattern.

Major Thoroughfare. Any thoroughfare so designated on the Transportation Plan.

Maneuvering Space. An open space in a parking area that is:

A. Immediately adjacent to a parking space;
B. Used for and/or is necessary for turning, backing or driving forward a motor vehicle into such parking space; but
C. Not used for the parking of or storage of motor vehicles.

Manufactured Home. A single-family dwelling unit designed and built in a factory, installed as a permanent residence, which bears a seal certifying that it was built in compliance with the federal Manufactured Housing Construction and Safety Standards Law (1974 U.S.C. 5401 et seq.), and which also complies with the following specifications:

A. Was constructed after January 1, 1981, and exceeds 950 square feet of occupiable space per IC 36-7- 4-1106(d),
B. Is attached to a permanent foundation of masonry construction and has a permanent concrete or concrete

block perimeter enclosure constructed in accordance with the One and Two-Family Dwelling Code,

C. Has wheels, axles, and towing chassis removed,

D. Has a pitched roof with a minimum rise of 2:12, and

E. Consists of two (2) or more sections which, when joined, have a minimum dimension of 23 feet in width for at least 60% of its length.

Manufactured Home Park. A parcel of land with required improvements and utilities containing two (2) or more dwelling sites that are leased for the long-term placement of Mobile Home Dwellings and/or Manufactured Home Dwellings. A Manufactured Home Park does not involve the sales of Mobile Home Dwellings or Manufactured Home Dwellings in which unoccupied units are parked for inspection or sale.

Manufactured Home Park or Subdivision (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*)**.** A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured Housing Construction and Safety Standards Code. Title IV of the 1974 Housing and Community Development Act (42 U.S.C. 5401, as amended, previously known as the federal Mobile Home Construction and Safety Act), rules and regulations adopted thereunder, which include HUD-approved information supplied by the home manufacturer, and regulations and interpretations of said code by the Administrative Building Council of Indiana.

Mansard Sign. A mansard sign shall mean any sign attached to or erected against a mansard of a building, with the face horizontally parallel to the building wall. Since said sign is to be mounted parallel to and within the limitations of the building wall on which same is to be mounted, the same is deemed to be a wall sign and not a roof sign.

Map Amendment. See LOMA, LOMR, and LOMR-F.

Map Panel Number. The four-digit number followed by a letter suffix assigned by FEMA on a flood map. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised. (The letter “A” is not used by FEMA, the letter “B” is the first revision.)

Marker (survey). A stake, pipe, rod, nail, or any other object which is not intended to be a permanent point for record purposes.

Marquee. A fixed or temporary canopy or structure projecting from and attached to a building.

Masonry. Brick, fiber cement siding, stone, cultured stone, or stucco materials.

Massage Parlor. Any place where for any form of consideration or gratuity, massage, alcohol rub, administration of fomentations; electric or magnetic treatments, or any other treatment or manipulation of the human body occurs as part of or in connection with sexual conduct, or where any person providing such treatment, manipulation or service related thereto exposes specified anatomical areas.

Mean Floor Area. An average of the floor areas of like structures adjacent to the subject property.

Medical Office. Dental office, medical office, optical office, and the like.

Mining Mineral Extraction. The extraction of, or mining of, sand, gravel, rock and other earth materials, and/or minerals, and the processing, storage, stockpiling, distribution and sale thereof.

Minor Collector. A street planned to facilitate the collection of traffic from local streets, and to provide circulation within neighborhood areas and convenient ways for traffic to reach major collectors or thoroughfares.

Mitigation. Sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the cost of disaster response and recovery.

Mixed-use Development. A mixed-use development is any development or project which features more than one primary land use type. Examples of mixed-use developments would be office and retail, office and residential, single-family and multi-family, etc.

Mobile Home Dwelling. A transportable dwelling unit which is a minimum of eight (8) feet in width and which is built on a permanent foundation or tied down with perimeter skirting when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system contained therein, and which was manufactured either:

1. Prior to June 15, 1976 and bears a seal attached under Indiana Public Law 135, 1971, certifying that it was built in compliance with the standards established by the Indiana Administrative Building Council; or
2. Subsequent to or on June 15, 1976 and bears a seal, certifying that it was built in compliance with the Federal Mobile Home Construction and Safety Standards.

Model Home. A residence constructed for the initial purpose of showing the home to potential buyers.

Model Studio. Any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity.

Monument (survey). A permanent physical structure which marks the location of a corner or other survey point.

Motel. An establishment consisting of a group of attached or detached living or sleeping accommodations with bathroom and closet space, located on a single zoning lot, and designed for use by transient automobile travelers. A motel furnishes customary services such as maid service and laundering of linen, telephone, secretarial, or desk service, and the use and upkeep of furniture. Compensation is assessed on a day-to-day basis.

Motor Vehicle. Any passenger vehicle, truck, tractor, tractor-trailer, truck-trailer, trailer, boat, recreational vehicle, semitrailer, or any other vehicle propelled or drawn by mechanical power.

N

Nameplate. A nonelectric, on-premises identification sign giving only the name, address and/or occupation of an occupant or group of occupants.

National Flood Insurance Program (NFIP). The federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

National Geodetic Vertical Datum (NGVD). As corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

Net Site Area. Net site area is the area included within the rear, side and front lot lines of the site. Does not include existing or proposed public streets or right-of-way.

New Manufactured Home Park or Subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the City's first floodplain ordinance.

Nonconforming Building. A building, structure, or portion thereof that does not conform to the regulations of the zoning district in which it is located.

Nonconforming Lot of Record. A lot which was created such that it does not conform to the regulations of the district in which it is located.

Nonconforming Use. A use which does not conform with the use regulations of the zoning district in which it is located.

Nonconforming Sign. A sign or portion thereof that was designed, erected, or structurally altered such that it does not conform to the regulations of the district in which it is located.

Non-cutoff Fixture. A luminaire with no control of the horizontal distribution of luminance.

Not-for-Profit Corporation. An organization or activity which provides a public service not intending or intended to earn a profit, such as tax exempt 501(c)3 charitable and/or public benefit organization.

Notice of Violation. Notice issued by the Department.

Nursery. A place where plants are grown for sale, transplanting, or experimentation.

O

Obstruction. Includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Occupancy. The portion of a building or premises owned, leased, rented or otherwise occupied for a given use.

Off-site Improvement. Any premises not located within the area of the property to be subdivided, used, or built upon whether or not in the same ownership of the applicant for subdivision approval.

Official Zoning Map. A map of the City of Fishers, Indiana, that legally denotes the boundaries of zoning districts as they apply to the properties within the planning jurisdiction. There is only one (1) Official Zoning Map, and it is kept up to date by the Commission and the Director and is located in the City Hall.

One- and Two-family Dwelling Code, Indiana. The mandatory statewide building code adopted by the Indiana Administrative Building Council for one- and two-family residential dwellings.

One-percent Annual Chance Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter 'A' is subject to the one-percent annual chance flood. See also “Regulatory Flood.”

One Hundred-year Flood. The flood that has a 1% chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to the one-percent annual chance flood.

Open Space. An area of land not covered by buildings, parking structures, or accessory uses except for recreational structures. Open space may include nature areas; streams and flood plains; meadows or open fields containing baseball, football, and soccer fields, golf courses, swimming pools, bicycle paths, etc. Open space does not include street rights-of-way, platted lot area, private yard, patio areas, or land scheduled for future development (see also *Sec. 8.4.6. Open Space*).

Open Use. The use of a lot without a building.

Ornamental Tree. A deciduous tree that does not grow to over 30 feet in height at maturity. Ornamental trees typically are flowering trees.

Outdoor Sales. The temporary use of an area near a business for storage and sales of merchandise related to a holiday, season of the year, or otherwise not offered annually.

Outdoor Storage. The outdoor accumulation of goods, junk, motor vehicles, equipment, products, or materials for permanent or temporary holding.

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations, or their legal representative.

P

Painted Wall Sign. Any sign which is applied with paint or similar substance on the face of a wall. Art murals not related to commercial advertising is not regulated by the UDO.

Parapet. A low solid protective wall along the edge of a roof or balcony.

Parcel. An ownership, lot or plat, or part of an ownership, lot or plat.

Parent Tract. A lot of record as recorded on the effective date of this UDO. Multiple lots owned by one (1) person, persons in partnership, or a company and that are contiguous shall together be considered one (1) parent tract. Roads, rivers, easements, and other built or natural features shall not constitute a separation of two (2) or more pieces of land owned by one (1) person, persons in partnership, or a business.

Park. A parcel of land available to the public for passive and active recreation and is maintained and governed by the City.

Parking Lot. A hard-surfaced structure, other than an open exhibition or display area, designed and designated specifically for off-street temporary placement of motor vehicles and bicycles, and for the movement into and out of those parking spaces ~~not~~ from a street, including parking spaces, bicycle and bicycle sharing facilities, aisles, access drives, and ingress/egress areas providing vehicular access to a public street.

~~**Parking Lot.** An impervious structure designed and designated specifically for temporary storage of motor vehicles in parking spaces, and for the movement into and out of those parking spaces not from a street.~~

Parking Lot Peninsula. A planting area within a parking lot that is bounded on two opposite sides by parking spaces, on one side by a parking aisle, and on one side by a parking lot perimeter planting area.

Parking Space. A hard-surfaced portion of the parking area that is used only for the temporary placement of an operable vehicle or bicycle. ~~A space other than on a street or alley designed for use or used for the temporary parking of a motor vehicle, and being not less than nine (9) feet wide and 20 feet long exclusive of passageways.~~

Participating Community. Any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Particulate Matter. Finely divided liquid or solid material which is discharged and carried along in the air. This shall not include water droplets, commonly called steam.

Paved. A durable surface for parking, driving, riding or similar activities that utilizes asphalt, concrete, brick, paving blocks or similar material. Crushed gravel, stone, rock, or dirt, sand or grass are not permitted as a paved surface.

Pavement Width. The actual width of a street surface that includes only the area that is drivable by vehicles, excluding curbs.

~~**Pedestrian Improvements**~~

Pedestrian Improvements. Any sidewalk or walkway that is intended and suitable for pedestrian use.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

Pedestrian Scale. The inclusion of building design elements at the ground or street level and the relationship between building height and streetscape. Building design elements exclusive to the first and second building story (when greater than two (2)), or inclusion of streetscape elements such as trees, decorative lighting, and benches create pedestrian scale.

Pediment. A crowning element used over doors, windows or niches.

Perimeter Lot. A subdivision lot that either:

A. Has a lot line that abuts the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision, or a frontage road located adjacent to such a street; or
B. Is separated from the right-of-way of a street with a functional classification higher than “local” that either runs through or is located on the perimeter of the subdivision by a common area that is sufficiently deep

to qualify as open space.

Performance Bond. An amount of money or other negotiable security paid by the subdivider, developer, or property owner or his/her surety to the City which guarantees that the subdivider will perform all actions required by the City regarding an approved plat or in other situations as stated forth in the UDO and/or as deemed by the Director that provides that if the subdivider, developer, or property owner defaults and fails to comply with the provisions of his/her approval, the subdivider, developer, or property owner or his/her surety will pay damages up to the limit of the bond, or the surety will itself complete the requirements of the approval.

Performance Guarantee. Any guarantee which may be accepted in lieu of a requirement that certain improvements be made before the Commission approves the Record Plat, including by way of illustration, but not limited to, subdivision bonds, irrevocable letter of credit, escrow agreements, deposit agreements, and other similar collateral or surety arrangements approved as valid and enforceable by the Commission.

Permanent Foundation. A structural system for transposing loads from a structure to the earth at a depth below the established frost line without exceeding the safe bearing capacity of the supporting soil.

Permanent Perimeter Enclosure. A permanent perimeter structural system completely enclosing the space between the floor joists of the home and the ground, except for the necessary openings, constructed in accordance with the One- and Two-family Dwelling Code.

Permanent Sign. A sign permanently affixed to a building or the ground.

Personal Garden. A private facility or area for the cultivation of vegetables, grasses, fruits, flowers, shrubs, vines, and trees as an accessory use by a resident or occupant of the site whether it be for purposes of producing food or materials. This definition does not include high weeds and grass, nor does it include farming or beekeeping for commercial purposes.

Personal Services. An establishment primarily engaged in providing services involving the care of a person ~~or animal.~~ Types of personal services are provided in *Sec. 5.4.7 Personal Services*.

Pet Grooming. A facility where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged. This use does not include the overnight boarding of animals.

Petitioner. The property owner or a person legally empowered in writing by the property owner to act on the property owner's behalf and who thereby has the property owner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property. The term includes the petitioner's representative.

Petitioner's Representative. A person legally empowered in writing by the petitioner to act on the petitioner's behalf and who thereby has the petitioner's authority to make representations and decisions before City officials regarding the use and/or development of the subject real property.

Physical Map Revision (PMR). Is an official republication of a community's FEMA map to effect changes to base (1%) flood elevations, floodplain boundary delineations, regulatory floodways, and planimetric features. These changes typically occur because of structural works or improvements, annexations resulting in additional flood hazard areas, or correction to BFEs or SFHAs.

Place. An open, unoccupied, officially designated space, other than a street or alley, permanently reserved for use as the principal means of access to abutting property.

Place of Worship. A structure and outdoor or indoor facilities used for public worship and accessory educational, cultural, and social activities.

Planned Unit Development. A large-scale unified development meeting the requirements for zoning approval under the provisions of *Sec. 10.2.16. Planned Unit Development* of the UDO. Generally, a planned unit development consists of a parcel or parcels of land, controlled by a single landowner, to be developed as a single entity which does not correspond in size of lots, bulk or type of buildings, density, lot coverage, and required open space to the regulations established in any zoning district of the UDO.

Effective on: 7/20/2018

Planning Jurisdiction. The territory or area in which the Commission has statutory authority to adopt a Comprehensive Plan, consisting of the present City limits and those contiguous areas which will from time to time be annexed to the City.

Plant Material. Trees, shrubs, perennials, vegetative ground cover, and the like.

Plat. A map or chart that shows a division of land and/or the layout for subdivisions that is intended to be filed for record.

Pole Sign. A sign which is supported by one or more poles, posts, or braces upon the ground, not attached to or supported by any building, with a clear space more than six (6) feet from the finished grade to the bottom of the sign face.

Person. A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as a natural person.

Porch. A roofed-over structure projecting out from the wall or walls of a main structure and commonly open to the weather in part.

Portable Sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu or sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in normal day-to-day operations of the business.

Portico. A major porch usually with a pedimented roof and supported by columns.

Practical Difficulty. A difficulty with regard to one's ability to improve land stemming from regulations of this UDO. A practical difficulty is not a "hardship," rather it is a situation where the owner could comply with the regulations within this UDO, but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Premises. A lot or plat including buildings thereon, if any.

Preservation Easement. Those places on a lot or development that are identified for the purposes of maintaining an area of vegetation in its pre-development state. Plant life may not be removed from a preservation easement, with the following exceptions: if a plant or tree is dead, dying, diseased, or poses a threat to health, safety, and/or welfare. Under no circumstance shall utilities or other site work be done in preservation easements. The City of ~~City~~ Fishers may be permitted to do limited work in Preservation Easements only at the direction of the Council.

Primary Plat. The primary plat, pursuant to IC 36-7-4-700, is the plat and plans upon which the approval of a proposed subdivision is based. The primary plat and plans shall be subject to public notice and public hearing according to law and according to Commission rules.

Primary Structure. The building or structure in which the primary use of the lot or premises is located or conducted. With respect to residential uses, the primary structure shall be the main dwelling. Where a substantial part of an accessory structure is attached to the primary structure in a substantial manner, as by a roof, such accessory structure shall be counted as a part of the primary structure.

Primary Use. The main use of land or buildings as distinguished from an accessory use. A primary use may be a permitted use, conditional use, or a special exception.

Private Garage. A detached accessory building or an attached portion of a primary building on the same lot as a dwelling for the housing of vehicles of the occupants of the dwelling, including carports.

~~**Private Kennel.** A place for keeping up to four (4) adult dogs, or other small animals for personal use and enjoyment which is subordinate to the primary use. Private kennels are not regulated in the UDO and are~~

~~permitted in all zoning districts.~~

~~**Private School.** Private primary, grade, junior-high, high or preparatory school or academy.~~

Private Street. A right-of-way which has the characteristics of a street, as defined herein, except that it is not dedicated to the public use. A driveway which is located on a lot and which serves only the use on that lot is not considered as a private street.

Private Through Street. A paved surface consisting of a roadway, driveway, parking lot or the like which carries vehicular traffic from a dedicated public street to a dedicated public street.

Professional Office. An office used by members of a recognized profession such as architects, artists, dentists, engineers, lawyers, musicians, planners, physicians, surgeons, pharmacists, and Realtors or insurance agents and brokers.

Professional Office Center. An architecturally organized and functional grouping of professional offices and appropriate associated and accessory uses which is the central feature of a site plan composed of building area, parking area, landscaped reservation and plantation, and other land features appropriate for its use as a professional office enterprise, designed to serve residential neighborhoods, and shall conform to the standards and requirements of this chapter.

Project Site. A term describing the area of the entire site for a development that might include smaller, individually platted lots.

Projecting Sign. Any sign other than a wall sign affixed to any building or wall whose leading edge extends beyond such building or wall.

Public Improvement. Any storm drainage facility, street, highway, parkway, sidewalk, pedestrian-way, tree, lawn, off-street parking area, lot improvement, utility, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which local government responsibility is established.

Public Parking Area. An open area, other than a street or alley designed for use or used for the temporary parking of more than four motor vehicles when available for public use, whether free or for compensation, or as an accommodation for clients or customers.

Public/Private Parking Area. A group of parking spaces in an open area not including any part of a street or alley, designed or used for temporary parking of motor vehicles.

Public Safety and Nuisance. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) Anything that is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Public School. A public institution which offers instruction in any of the branches of learning and study comparable to that taught in the public schools under the Indiana School Laws, including pre-kindergarten, kindergarten, elementary school, and junior and senior high schools, but excluding trade, business, or commercial schools.

Public Space. Facilities such as public roads, parks, pathways, and open space corridors. May also be facilities owned privately but open to the public, such as HOA pathways connected to larger networks. Common areas serving as an amenity for commercial and multi-family developments are also considered to be public space.

Public Street. All property dedicated or intended for public highway, freeway, or roadway purpose or subject to public easements therefore.

Public Utility Installation. The erection, construction, alteration, or maintenance by public utilities, municipal department commissions or common carriers of underground, surface or overhead gas, oil, electrical, steam, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers and other similar equipment and accessories in connection therewith, by public utility or municipal departments, commissions, or common carriers, for the public health or safety or general welfare.

Public Utility. Any person, firm, or corporation duly authorized to furnish under public regulation to the public, electricity, gas, steam, telephone, fiber optics, transportation, water, or sewage systems.

Q

Quoins. Units of stone or brick used to accentuate the corners of a building.

R

Reclaimed Wood. Reclaimed wood is that which is derived from a pre-existing man-made structure. This wood may have come from an old house, a boat, barn or an industrial building. Reclaimed wood shall be of high quality materials, suitable for exterior use.

Recreational Area or Facility. An outdoor facility, which may include an accessory clubhouse, provided as part of a residential development that is owned and maintained by the owners' association or property owner primarily for the use of the residents of the development, and which is also accessible for use by the public through associate membership subscription or user fees. The term includes community golf courses, swimming pools, tennis courts, basketball courts, and the like.

Recreational Vehicle. A vehicular-type portable structure without permanent foundation that can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including but not limited to, travel trailers, truck campers, camping trailers, boats, and motor homes. A recreational vehicle shall not be used as living quarters. Also, a vehicle that is:

A. Built on a single chassis;
B. 400 square feet or less when measured at the largest horizontal projections;
C. Designed to be self-propelled or permanently towable; and
D. Designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

Recreational Vehicle Park. Any commercially zoned site, lot, field, or tract of land under single ownership, or ownership of two (2) or more people, designed with facilities for short term occupancy for recreational vehicles only.

Registered Land Surveyor. A land surveyor properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

Registered Professional Engineer. An engineer properly licensed and registered or through reciprocity permitted to practice in the State of Indiana.

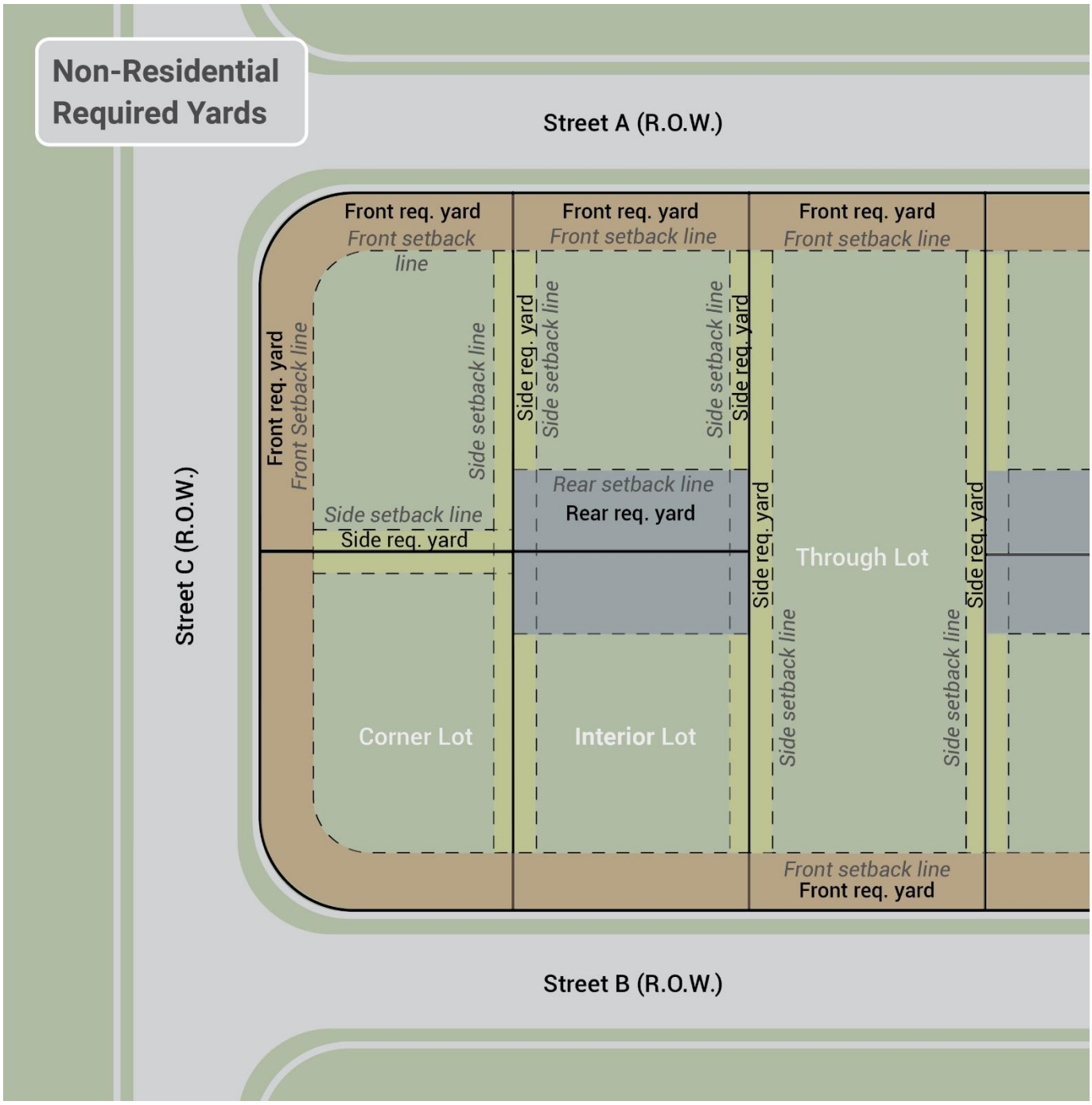
Regulatory Flood. The flood having a 1% chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by DNR and the FEMA. The regulatory flood elevation at any location is as defined in *CHAPTER 9. FLOODPLAIN STANDARDS*. The "Regulatory Flood" is

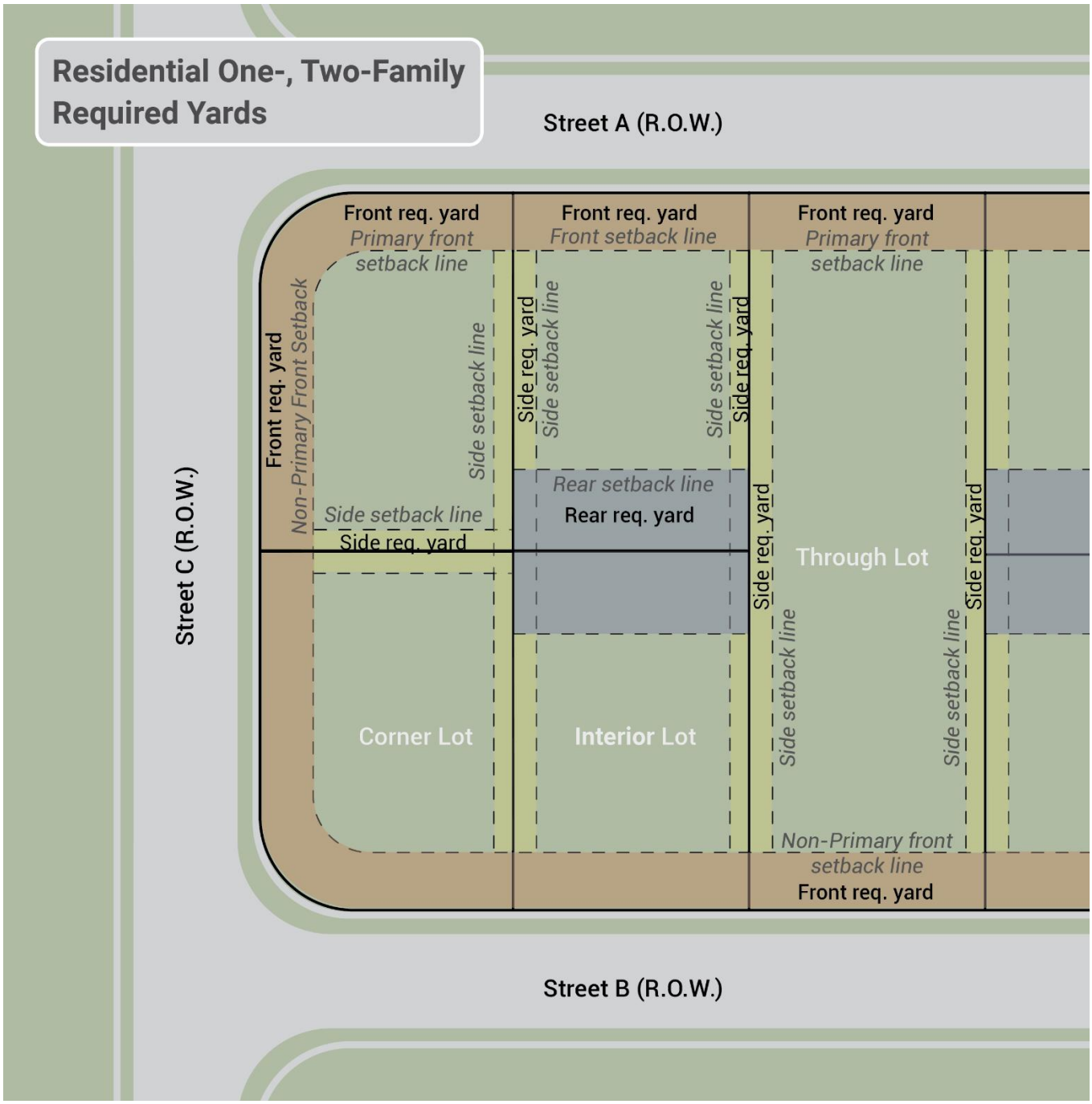
also known by the term “Base Flood,” “One-percent Annual Chance Flood”, and “100- year Flood.”

Repetitive Loss. Flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period ending on the date of the event for which the second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

Required Yard. See figures below for illustration.

1. Front. An open space unobstructed to the sky extending fully across the full width of the lot between the front property line and the front setback line. On corner lots and through lots, there shall be at least two (2) front yards as determined by the street frontages. ~~A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the front lot line and the building setback line.~~
2. Side. An open space unobstructed to the sky extending the length of the lot situated between a side lot line and a side setback line and terminates at the point of contact with any rear or front yards or any lot line, whichever occurs first. ~~A yard extending the full depth of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the width of which is the least distance between the side lot line and the minimum side setback line.~~
3. Rear. An open space unobstructed to the sky extending fully across the full width of the lot between the rear setback line and the rear lot line. ~~A yard extending across the full width of the lot unoccupied other than by steps, walks, terraces, driveways, lamp posts, and similar structures, the depth of which is the least distance between the rear lot line and the minimum rear setback line.~~


Non-Residential Required Yards
Street A (R.O.W.)
Street B (R.O.W.)
Street C (R.O.W.)
Front req. yard
Front setback line
Front Setback line
Side setback line
Side req. yard
Rear setback line
Rear req. yard
Corner Lot
Interior Lot
Through Lot



Replat. A subdivision or plat, the site of which has heretofore been platted or subdivided with lots or parcels of land. It may include all or any part of a previous subdivision or plat.

Responsible Party. Any person, firm or corporation that uses property in violation of this UDO or knowingly permits another person, firm or corporation to do so.

Restaurant/Bar. A facility that prepares and sells food and drink for on- or off-premise consumption.

Retail Use. Uses involved in the sale, lease, or rental of new or used products. Retail uses are provided in *Sec. 5.4.9. Retail Sales*.

Retirement Community. An age-restricted development, which may include detached and attached dwelling units, apartments, and may also have a nursing home component.

Reverse Channel Letters. Individually mounted opaque, internally backlit letters which illuminate the wall or surface to which they are attached.

Reversed Interior Lot. An interior lot, the front lot line of which is formed by a street, which street also forms the side lot line of an abutting corner lot. The corner lot is considered abutting even though separated from the interior lot line by an alley.

Right-of-way. A strip of land occupied or intended to be occupied by transportation facilities, public utilities, or other special public uses. Rights-of-way intended for any use involving maintenance by a public agency shall be dedicated to the public use by the maker of the plat on which such right-of-way is established.

Riparian Area. Wooded or vegetated areas along creeks, streams, rivers or designated regulated drains. The area on each bank designated as a riparian area shall be no wider than the average width of the creek, stream or river at normal flow elevation, but be no less than 10 feet in width from the top of banks.

Roadway Width. The paved area of a street measured from back of curb to back of curb.

Roof Line. In the case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the midpoint of between the roof eave and the ridge of the roof exclusive of cupola, pylon, chimney or other minor projections.

Roof Plane. A roof plane is defined as having at least three separate edges.

Roof Ridge. The roof ridge is the top horizontal edge of a pitched roof.

Roof Root Protection Zone. Generally, 18 to 24 inches deep and a distance from the trunk of a tree equal to one- half (½) its height or its drip line, whichever is greater.

S

Sales Office. A trailer, model home, or the like used as a showroom or office for the sales of homes.

Salutogenic Amenity. An amenity designed to help restore human physical and psychological personal and social well-being by creating publicly available space for them to be active, to recover from mental fatigue and stress, and to regulate their emotions.

Salutogenic Amenity Typologies are the types of spaces with certain design features that help restore human physical and psychological personal and social well-being. The definitions of these typologies are inspired by the framework provided in the book *Restorative Cities*: *Urban Design for Mental Health and Wellbeing (2021)* (authors: Roe, J., & McCay, L. Publisher: Bloomsbury Publishing). The following are SA typologies:

- **Neighborly**. Spaces that support social mingling, cohesion, and conviviality by encouraging human interaction and liveliness during their everyday lives.
- **Green**. Green spaces are natural or man-made spaces that have plantings like trees, shrubs, flowers, ornamental grasses and such.
- **Blue**. Blue spaces offer access to viewing water settings (e.g., fountain, swimming pool, pond, lake, river).
- **Active**. Active spaces contain design features that encourage physical mobility such as trails, outdoor gyms, sports courts, swimming pools, and so on.
- **Playable**. Playable spaces have design features that offer opportunities for all-age creativity and play.
- **Sensory**. Sensory spaces use design features that can immerse people's senses (sight, smell, hearing, touch, taste) and create a pleasant atmosphere.

Salutogenic Amenity, Regular. A Salutogenic Amenity that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 30 feet wide along any of its narrowest sides, and features design elements from at least two Salutogenic Amenity Typologies.

Salutogenic Amenity, Community. A Salutogenic Amenity designed with the focus on social well-being that occupies a part of a lot, a whole lot, or spans across the abutting lots, measures at least 50 feet wide along any of its narrowest sides, and features design elements from each of the following SA typologies: Green, Neighborly, and Active; and at least one of the other SA Typologies: Sensory, Blue, Playable.

Satellite Dish/Antenna. An apparatus capable of receiving communications from and/or sending to a relay located in a planetary orbit, or broadcasted signals from transmitting towers.

School, Preschool through K-12. A public, private, or parochial institution that offers instruction in any of the branches of learning and study comparable to that taught in the public schools through high school level under the Indiana School Laws, including pre-school, pre-kindergarten, kindergarten, elementary school, and junior and senior high schools. This use does not include "School, Trade or Business," or "School, College or University."

School, Trade or Business. A postsecondary educational and/or training facility, other than a College/University, with a curriculum that is not comparable to that taught in the public schools through the high school level and offers instructional or educational services or training in a technical, professional, mechanical, business, or industrial occupation.

School, College or University. A postsecondary degree-bearing educational institution other than a "School, Trade or Business" that provides full-time or part-time education beyond high school.

Secondary Plat. The secondary plat, pursuant to IC 36-7-4-700, is the final plat document in recordable form. A secondary plat shall substantially conform with the preceding primary plat, or section thereof. The secondary plat and plans are not subject to public notices and public hearings.

Semi-Pervious Surface (or material). A material that allows for at least 40 percent absorption of water into the ground or plant material, such as pervious pavers, permeable asphalt, permeable concrete, or gravel. Also includes green roofs.

Serving Unit. A window of a building, an accessory structure, or location on the lot that is part of a drive-through feature, used to receive payment and/or provide service related to the primary use.

Setback. The minimum or maximum horizontal distance between a property line and a setback line, as established by this UDO. ~~The minimum horizontal distance between the building line and a lot line or right-of-way line.~~

Setback Line. A line established by the UDO, generally parallel with and measured from the lot lines, defining the limits of the required yards.

Shopping Center, Business Park, Office Park, Industrial Park, or Other Grouping. A project of one (1) or more buildings that has been planned as an integrated unit or cluster on property under unified control of ownership at the time that zoning was approved by the City.

Short-Term Rental. In accordance with IC 36-1-24-6, the rental of a single-family home, an accessory dwelling unit, a duplex, a multi-family dwelling, or a condominium, or a unit within the stated residential buildings, for terms of less than thirty (30) days at a time through a short-term rental platform.

Short-Term Rental, Owner-Occupied. In accordance with IC 36-1-24-3, means property that is the owner's primary residence and is offered to the public as a short-term rental.

Short-Term Rental, Not Owner-Occupied. Is a short-term rental property that is not property owner's primary residence.

Short-Term Rental Platform. In accordance with IC 36-1-24-7, an entity that provides an online platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects fees for the rental from the occupant.

Sign. Any name, identification, description, display, or illustration which is affixed to, painted on, or is represented directly or indirectly upon a building, structure, or piece of land, and which directs attention to an object, product, place, activity, person, institution, organization, or business.

(Ord. 041822E, 05/16/2022)

Effective on: 5/16/2022

Sign Area. The entire area within a regular geometric form or combination of such forms comprising all the display area of the sign or any object which attracts attention to be drawn towards the sign. Signs which are made of individual letters shall be calculated by measuring the total vertical distance by total horizontal distance of such letters. Structural supports shall not be included in the sign area calculation provided that the structural support is not an integral portion of the sign.

Sign Clearance. The smallest vertical distance between the grade, grade of the adjacent street or street

curb, and the lowest point of any sign, including framework and embellishments, extending over that grade.

Sign Face. The area of a sign on which the copy is placed or that draws attention to the sign.

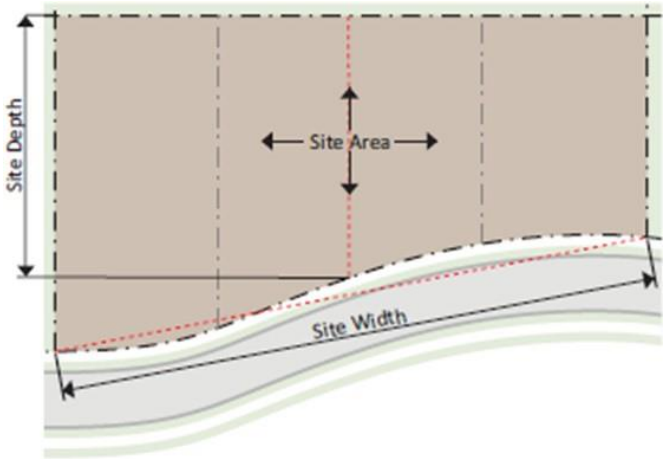
Sign Height. The vertical distance measured from the highest point of the sign face to the grade of the adjacent street or the surface beneath the sign.

Sign Permit. A document signed by the Department stating that a proposed sign has met ~~with~~ the general provisions of this UDO.

Sign Structure. The structure to which a sign is affixed including the structural base or supports.

Signature Monument Sign. A free-standing ground sign that is located at the entrance to a subdivision or apartment complex that is mounted on a signature monument. Examples of signature monuments, include, but are not limited to: a fountain, clock tower, masonry gazebo, outdoor plaza with water feature, etc.

Site. A site is any lot or group of contiguous lots owned or functionally controlled by the same person or entity, assembled for development



Site Width. The dimension of a lot measured between side lot lines generally running perpendicular to a street

Site Depth. The horizontal distance between the front and rear property lines measured midway between the side property lines.

Small Farm Animals. Small farm animals are small domestic farm animals such as, but not limited to, chickens, ducks, and rabbits.

Small Integrated Center. Small integrated center is any multi-tenant building primarily featuring commercial retail and service uses with less than 30,000 square feet.

Soil Map. A National Cooperative Soil Survey prepared by USDA Soil Conservation Service in cooperation with Purdue Experiment Station and the Hamilton County Soil and Water Conservation District.

Solar Energy System (SES). A device, array of devices, or structural design feature, the purpose of which is to provide for generation or storage of electricity from sunlight, or the collection, storage, and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.

> **SES, Commercial.** Pursuant to IC 8-1-42-2, it is a solar energy system that has a nameplate capacity of at least ten (10) megawatts and captures and converts solar energy into electricity for the purpose of selling the electricity at wholesale and for use in locations other than where it is generated. It may

be designed as freestanding, parking lot canopy, roof- or wall-mounted, or a combination of any of these SES as defined in this UDO.

SES, Freestanding. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure other than parking lot canopy solar energy systems.

SES, Parking Lot Canopy. A solar energy system with a supporting framework that is placed on, or anchored in, the ground and that is independent of any building or other structure, which is used in a parking lot or the top story of a parking structure to shade vehicles parked in such lot or structure.

SES, Roof-Mounted. A solar energy system that is structurally affixed to a roof of a principal or accessory structure.

SES, Wall-Mounted. A solar energy system that is structurally affixed to or an integral part of a principal or accessory building (e.g., solar panel awnings, solar panels built into the walls or skylights).

Solar Reflectance Index (SRI). A measure of a constructed surface's ability to reflect solar heat, as shown by a small temperature rise. The measure utilizes a scale from 0 to 100 and is defined so that a standard black surface is 0 and a standard white surface is 100. To calculate for a given material, obtain the reflectance value and emittance value for the material; calculate the SRI according to ASTM E 1980-01 or the latest version.

Special Event Sign. A sign upon which information about events or activities conducted by religious, civic, educational, community, governmental, or similar organizations is displayed.

Special Exception. A use which may be permitted in a district only if it meets special conditions, and upon application, is specifically authorized by the Board.

Special Exception Permit. A document issued verifying the permitting of a use within a district other than a primarily permitted use.

Special Flood Hazard Area (SFHA). Those lands within the jurisdictions (including extraterritorial jurisdictions) of the City subject to inundation by the regulatory flood. The SFHAs of the City are generally defined as such on the Hamilton County, Indiana and Incorporated Areas Flood Insurance Rate Map prepared by the FEMA, dated February 19, 2003, as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. The SFHAs of those parts of unincorporated Hamilton County, Indiana that are within the extraterritorial jurisdiction of the City or that may be annexed into the City are generally identified as such on the Hamilton County, Indiana and Incorporated Areas FIRM prepared by the FEMA and dated February 19, 2003 as well as any future updates, amendments, or revisions, prepared by the FEMA with the most recent date. (These areas are shown on a FHBM or FIRM as Zone A, AE, A1-A30, AH, AR, A99, or AO).

Special Handling. Retail businesses that sell products that require special handling due to risks to public safety.

Specimen Tree. Trees with a caliper of 24 inches or greater and that are not found in Exhibit LA-B: Invasive and Poor Characteristic Species of the City of Fishers Approved List of Recommended Species.

Stacking Space. An off-street area, separate from or in addition to, the required parking area, reserved for the temporary retention of vehicles that are queuing up or utilizing the services of a drive-through service unit.

Story. That portion of a building, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall be the story.

Street. Any vehicular right-of-way that:

A. Is an existing State, County, or municipal roadway;
B. Is shown upon a plat approved pursuant to law;
C. Is approved by other official action; or
D. Is shown on a plat duly filed and recorded in the Office of the Hamilton County Recorder; includes the land between the street lines, whether improved or unimproved.

Street Width. The shortest distance between the lines which delineate the right-of-way of a street.

Structural Alteration. Any change in the supporting members of a building or structure such as bearing walls, partitions, columns, beams or girders, or any change in the footprint or increase in the size of living space. Also, substantial roofing and siding work when repairs are made to the structure beneath.

Structure. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) A structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

Structure. Anything constructed or erected which requires location on the ground or attachment to something having a location on the ground, including but not limited to buildings, sheds, detached garages, mobile homes, manufactured homes, above-ground storage tanks, freestanding signs and other similar items.

Subdivider. Any person or persons, firm or corporation engaged in developing or improving a tract of land which complies with the definition of a subdivision as defined in the UDO.

Subdivision. The division of a parent tract or other piece of land into at least two (2) smaller lots or the combination of two (2) or more smaller lots into one (1) lot so that, either now or in the future, the subdivider can transfer ownership, construct buildings or establish a use other than vacant, or create new building sites for leasehold, and as further defined in the UDO.

Subdivision Control Ordinance. An ordinance relating to subdivision control regulations codified in the UDO.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Sunroom. A sunroom is a structure, either attached or integrated into a building such as a home, restaurant, or office, which allows enjoyment of the surrounding landscape while being sheltered from adverse weather. ~~Sunrooms that encroach into a required rear yard setback as allowed in *Sec. 6.16.3. Setback Encroachment*~~ cannot be converted into a living, sleeping or conditioned space as defined by the International Residential Code.

Suspension. (as related to *CHAPTER 9. FLOODPLAIN STANDARDS*) The removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Swimming Pool. A self-contained body of water at least 24 inches deep and eight (8) feet in diameter or width and used for recreational purposes. It may be above or below ground level. Above ground swimming

pools shall be considered an accessory structure/use. Below ground swimming pools shall not be considered an accessory structure but shall be considered an accessory use.

(Ord. 121922E, 01/17/2023)

Effective on: 1/17/2023

T

Telecommunication Facility. A land based facility, consisting of towers, antennas, accessory buildings and structures or other structures intended for use in connection with the commercial transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

Telecommunication Tower. Any structure that is designed and constructed primarily for supporting one (1) or more antennas. The term includes: radio and television transmission towers, microwave towers, cellular telephone and wireless communication towers, alternative tower structures and the like.

Temporary Certificate of Occupancy. A certificate with a specific expiration date issued by the Director stating that, at the time of issuance, the occupancy and use of a building or structure does not fully comply with the provisions of all applicable City Codes and Ordinances, but may be occupied for the specified period subject to conditions stipulated on the certificate.

Temporary Use/Structure. A land use or structure established for a limited and fixed period.

Temporary Use Permit. A permit with a specific expiration date issued by the Director stating that a proposed temporary use or structure complies with the applicable provisions of the UDO.

Tenant Space. An area of a building intended for the use of a single business with a separate external entrance.

Temporary Structure. A tent, awning, or the like used as a temporary shelter, cover, or device.

Theater. A facility for audio and visual productions and performing arts, excluding adult motion picture theaters and adult entertainment businesses.

Thoroughfare Plan. The part of the Comprehensive Plan, now or hereafter adopted, which includes a plan for major streets and highways and sets forth the location, alignment, dimensions, streets, highways, and other thoroughfares.

Trade, Business, or Commercial School. An educational facility which offers instruction specific to a trade, business, or commercial.

Tree Canopy. The area of the property under the trees that consists of the total crown spreads or driplines of all trees existing and/or proposed on-site.

Tree Canopy Coverage is an area on the lot under the tree canopy measured as the sum of the canopy at maturity of the individual trees located on the lot.

Tree Canopy Coverage Percentage is a required tree canopy coverage calculated as a percentage of a certain area or a lot as prescribed by this UDO.

Tree Size.

- **Small Tree**. A tree with mature height of less than thirty (30) feet.
- **Medium Tree**. A tree with mature height between thirty (30) and seventy (70) feet.
- **Large Tree**. A tree with mature height over seventy (70) feet.

Through Lot. A lot having frontage on two (2) parallel or approximately parallel streets.

Tower Setback. The horizontal distance from the base of the tower to an abutting property line and/or proposed right-of-way.

Townhouse. One of several individual housing units constructed with a common roof, front wall and rear wall.

Township. Fall Creek Township and Delaware Township in Hamilton County, Indiana.

Truck Stop. A multiple-use facility that may be comprised of overnight parking for trucks and two (2) or more of the following:

1. Restaurant;
2. Gas station;
3. Scales;
4. Shower facilities;
5. Convenience store.

Turf. Lawn-type grasses that are intended to be manicured and maintained at no more than eight (8) inches of height.

U

Use. The purposes for which land, building, or structure thereon is designed, arranged, or intended, or for which it is occupied, maintained, let, or leased.

Use Variance. The approval of a use other than that prescribed by the UDO, an act granted by IC 36-7-4- 918.3.

V

Variety Store. A retail establishment that sells a multitude of consumer goods.

Vehicle Maintenance/Retail/Service Facility. A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase, with no overnight storage of vehicles at this facility. ~~A facility in which the primary use is the retailing of a vehicle part, which is typically installed onto a vehicle free of charge following the on-site purchase. Vehicles shall not be stored overnight at these facilities.~~

Vehicle Service/Repair Facility. A facility where providing vehicular service is the primary use of the structure/ business including accessory indoor or outside storage of vehicles for limited time. ~~Facility where providing vehicular service is the primary use of the structure/ business. May require storage of vehicle outside for limited periods of time, any such areas shall be screened in accordance with *Article 6.10. Outdoor Display & Storage Standards*.~~

Effective on: 7/20/2018

Vehicle Sign. A sign on a vehicle of any kind, provided the sign is painted or attached directly to the body of the vehicle and does not project or extend beyond 15 inches from the original body proper of the vehicle.

Veterinary Clinic. A facility involved in the care, diagnosis, medical treatment, or surgery of the animals. This use does not include a “Kennel,” and overnight boarding of animals shall only be permitted when incidental to such medical treatment and limited to short periods of time.

Vibration. Oscillatory motion transmitted through the ground.

Violation. The erection, alteration, enlargement, maintenance or use of any building, structure or land in

violation of any provision of the UDO, the sign ordinance, the weed ordinance, or the building codes of the City applicable to such building, structure or land in the zoning district in which it is located.

Vision Clearance on Corner Lots. A triangular space at the street corner of a corner lot, free from any kind of obstruction to vision, the standards for which are set forth in *Article 6.20. Vision Clearance Standards*.

W

Wall Sign. A sign affixed directly to or painted on or otherwise inscribed on an exterior wall and confined within the limits thereof of any building and which projects from that surface less than 12 inches at all points.

Water Surface Elevation. The height, in relation to the North American Vertical Datum of 1988 (NAVD 88) or National Geodetic Vertical Datum (NGVD) of 1929, (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse. A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Wind Energy System, Large. A facility or equipment that converts wind energy into electrical power for the primary purpose of sale, resale, or off-site use and that has an output rating greater than 100 KW.

Wind Energy System, Small. A facility or equipment that converts wind energy into electrical power primarily to support the principal use(s) on the same property, that is mounted to the ground or a rooftop, and that has a rated capacity of 100 KW or less.

Wood. The wood of trees cut and prepared for use as an exterior building material.

Wooded Lot. An area which contains trees at a rate above 250 cumulative inches DBH per acre. Trees under two and one-half (2.5) inches DBH are not included in the cumulative DBH calculation per acre.

X

'X' Zone. The area where the flood hazard is less than that in the SFHA. Shaded X Zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2% chance of being equaled or exceeded (the 500-year flood). Unshaded X Zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2%. See also "Zone B, C, and X."

Y

Yard. A space on the same lot with a primary building that is open and unobstructed except as otherwise authorized by this UDO. ~~All required yards shall be kept free of all material including but not limited to, buildings, structures, material for sale, storage, advertising or display to attract attention and parking lots.~~

Z

Zone. A geographical area shown on a FHBM or FIRM that reflects the severity or type of flooding in the area.

Zone B, C, and X. Areas identified in the community as areas of moderate or minimal hazard from the principal source of flood in the area. However, buildings in these zones could be flooded by severe,

concentrated rainfall coupled with inadequate local drainage systems. Flood insurance is available in participating communities but is not required by regulation in these zones. (Zone X is used on new and revised maps in place of Zones B and C.) See also "'X' Zone."

Effective on: 7/20/2018

Zoning District. Areas within the City for which uniform zoning regulations governing use, height, area, size, intensity of use of buildings and land, and open spaces about buildings, are established by this UDO. Zoning districts are drawn on the Official Zoning Map.

Zoning Ordinance. Those sections of the UDO, now or hereafter adopted, that include the Official Zoning Map, regulations, requirements and procedures for the establishment of land use controls.

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 1, Chapter 3, Chapter 5, and Chapter 12. (TA-25-2)			
SUBMITTED BY	Name & Title: Kevin Martin, Assistant 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 #: 022425F		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 Zoning Districts Development Standards, Permitted Use Table and Regulations, use-specific supplementary standards, and defined terms.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include *Deny Approval* Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	February 24, 2025 - 1st Reading - City Council April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Draft Amendment - Exhibit A - Chapter 1, Chapter 3, Chapter 5, and Chapter 12.	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 4, Chapter 6, and Chapter 8. (TA-25-3)			
SUBMITTED BY	Name & Title: Kevin Martin, Assistant 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 Final Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	March 17, 2025 - 1st Reading - City Council April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Draft Amendment - Exhibit A - Chapter 4, Chapter 6, and 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*

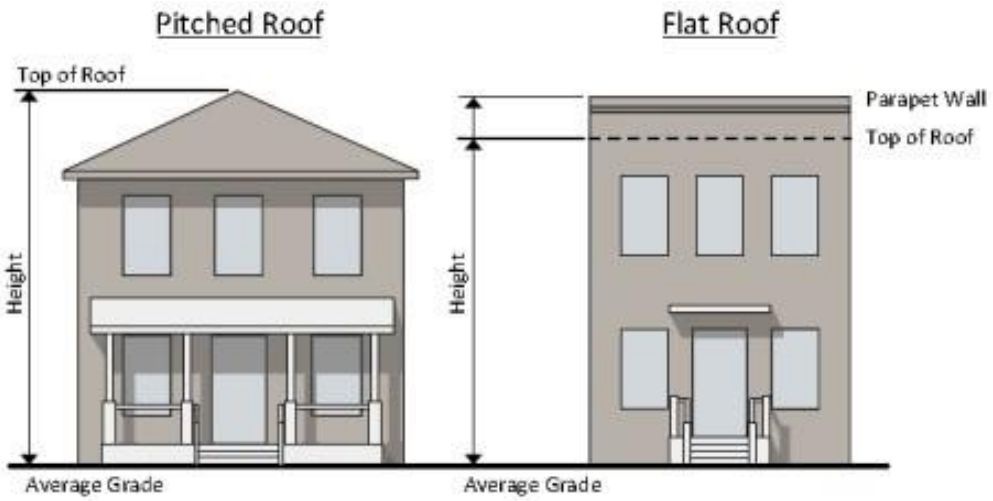
1. Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.

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.

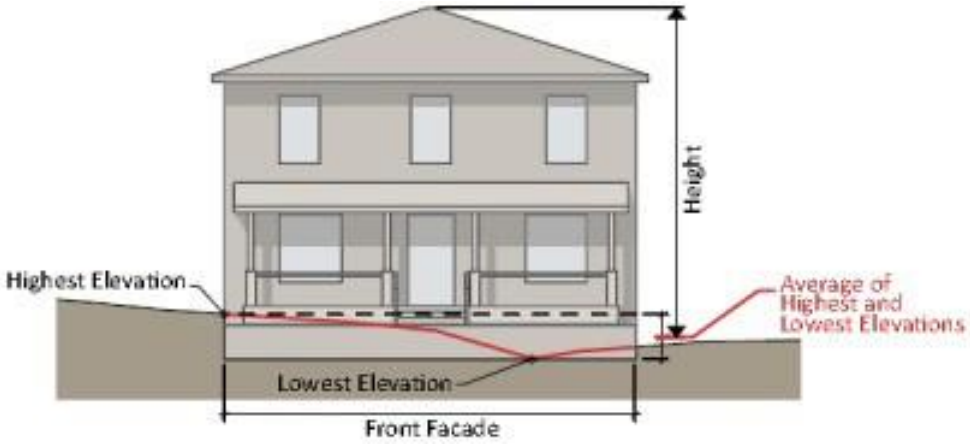
$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

C. *Building Measurements*

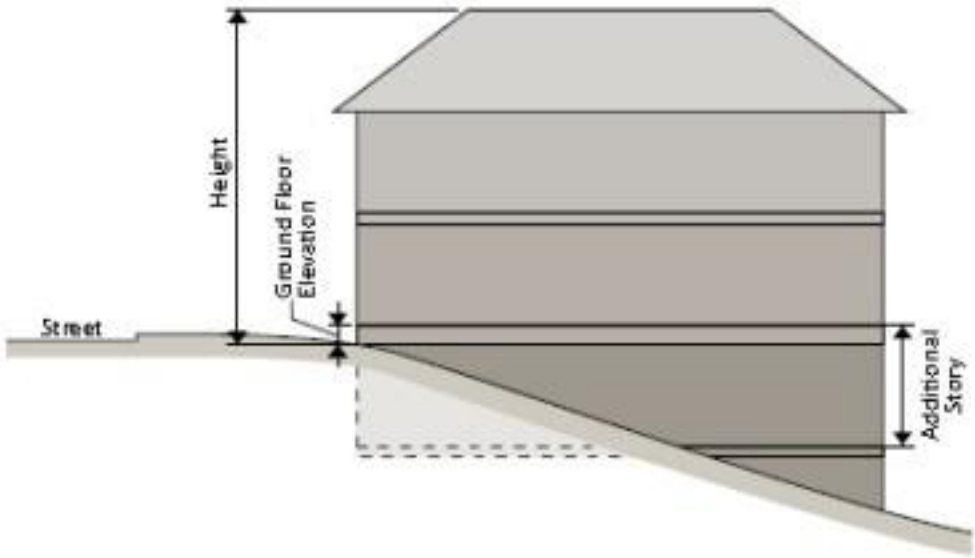
1. The maximum structure height shall be determined in the applicable zoning district.
2. Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).



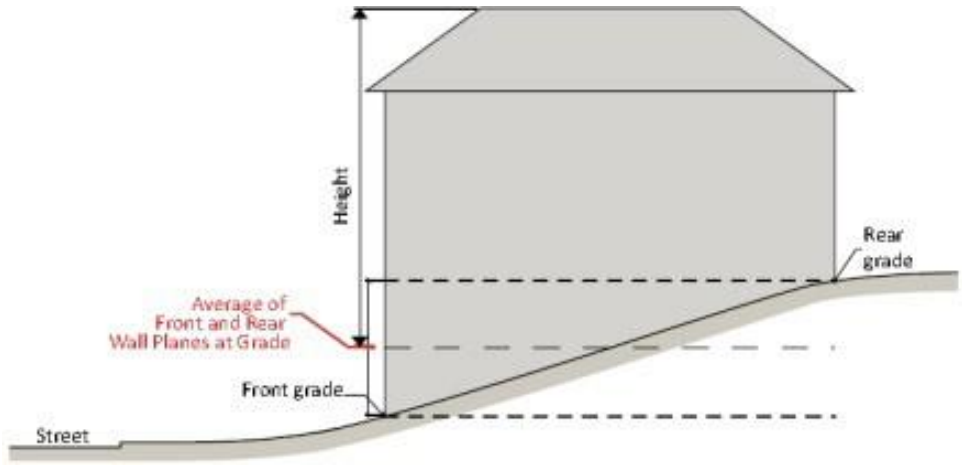
3. *Average Grade*
   a. Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary front setback. Where mass-grading has been approved by the 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.

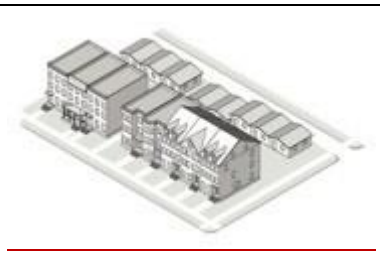
Sec. 6.1.5. Building Type

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*

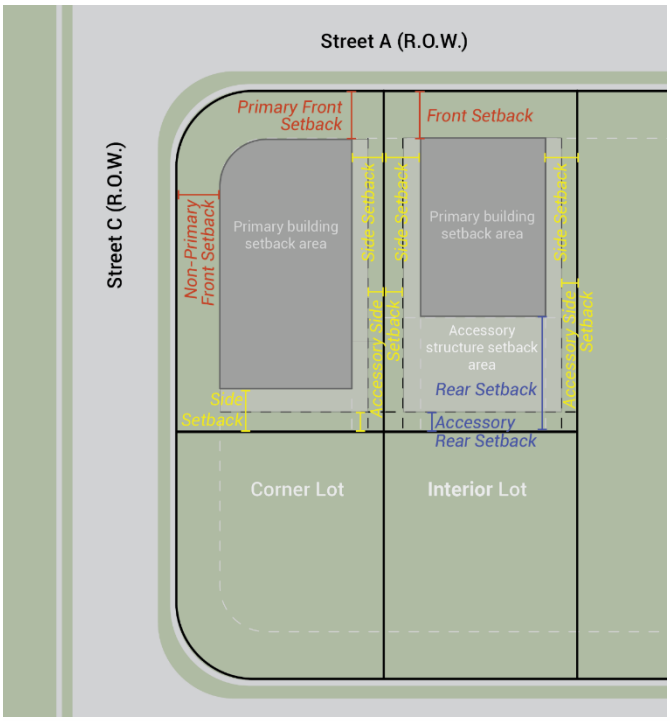
The maximum height of an accessory building or structure shall comply with the following:

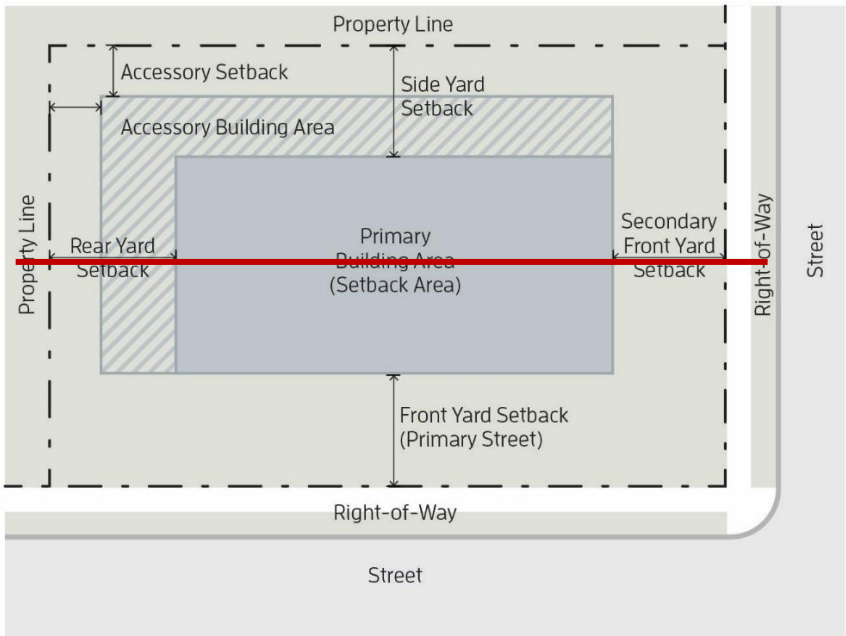
Zoning District	Accessory Structure Max Height
ER	24’
AG	22’ non-agricultural uses 35’ for agricultural related uses
R1, R2, R3, R4, R5, & MP	18’

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*

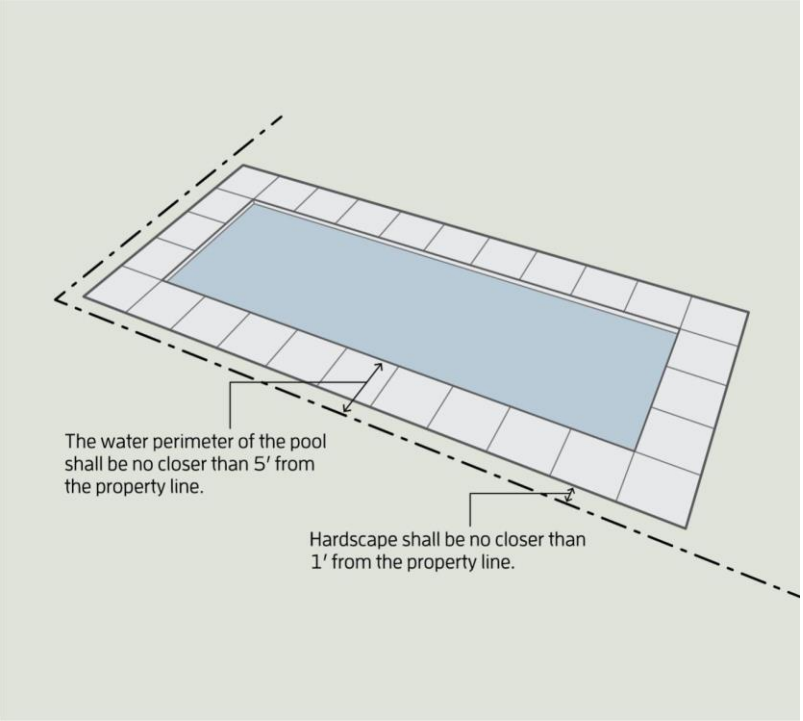
A building permit is not required for outdoor fireplaces, children's playhouses, swings, other play structures, above ground pools, basketball goals, pergolas, and similar structures as determined by the Director.

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

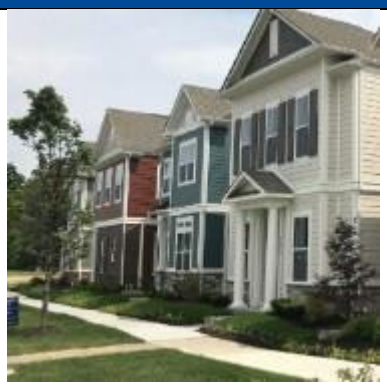
A. Residential Cohesive Design

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.*

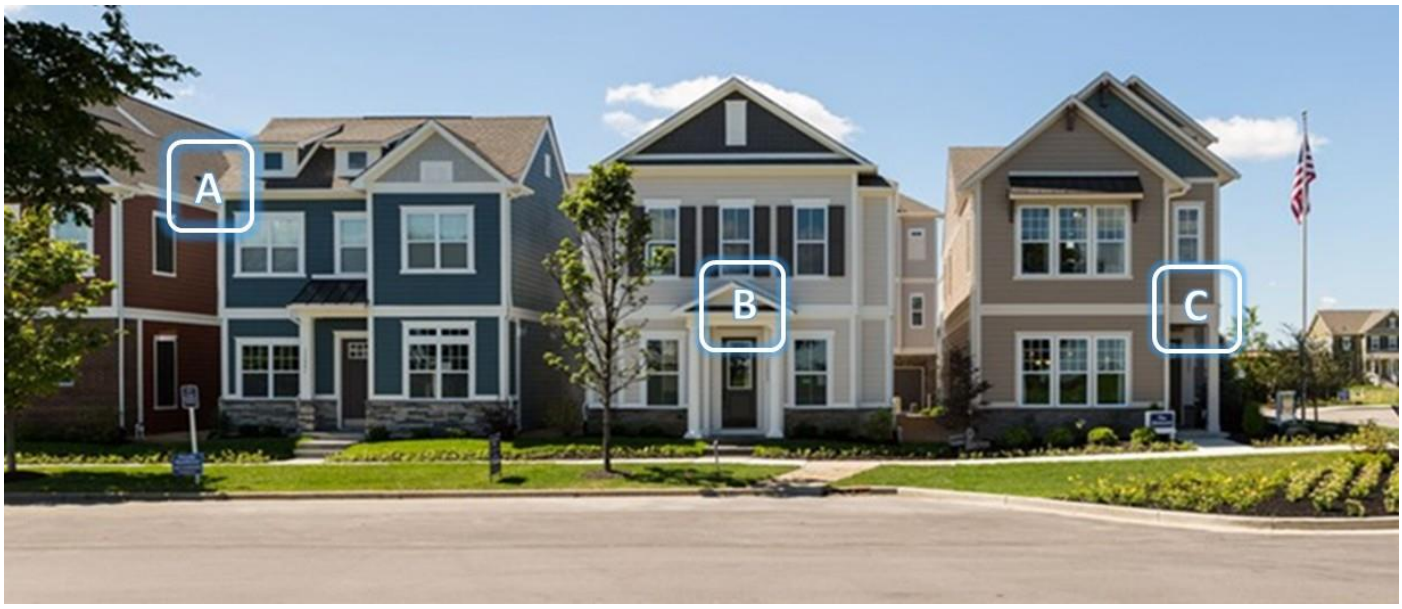


b. *Building design enhances the pedestrian space*

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.

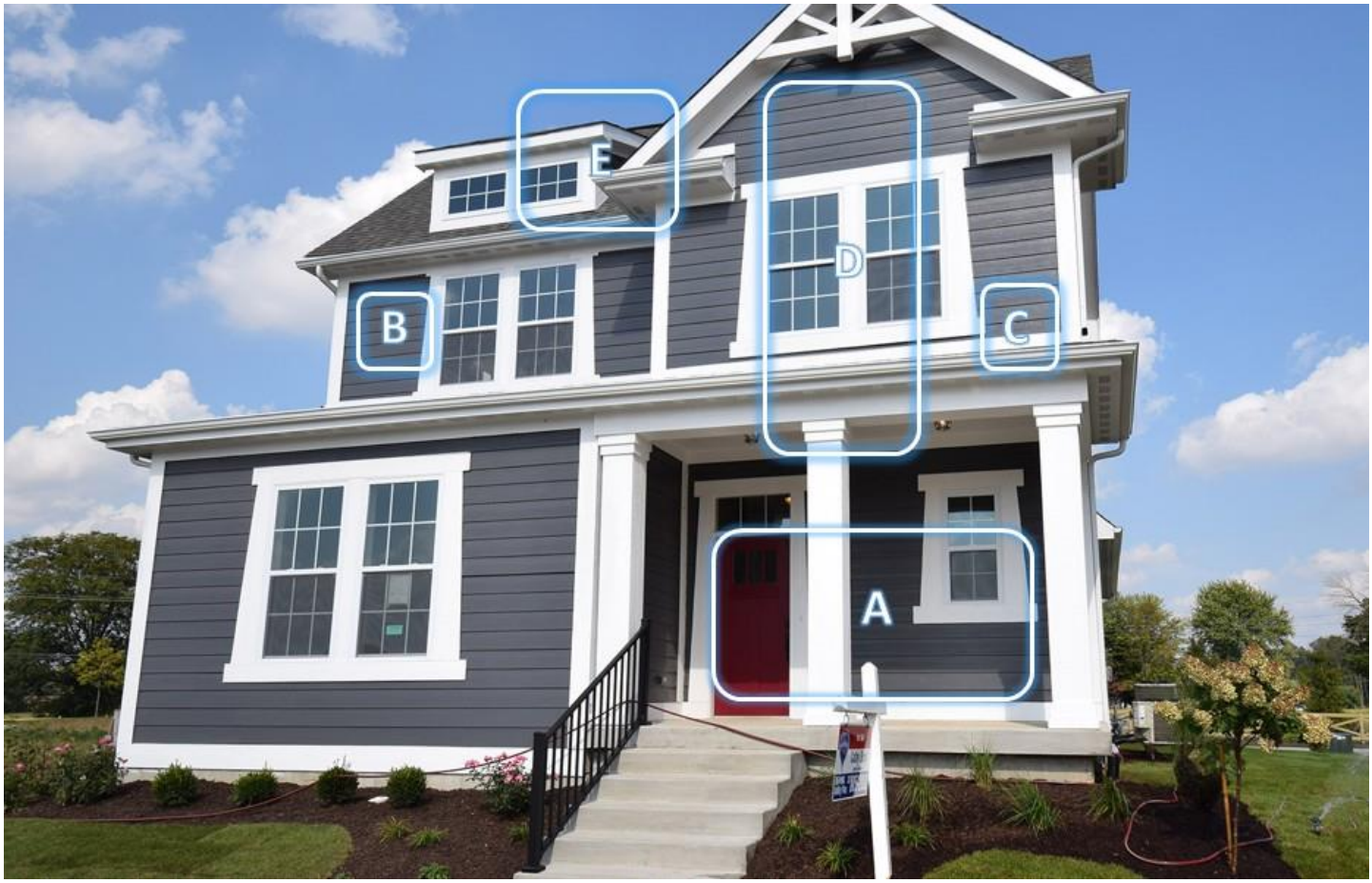
d. *Front-loaded garages must have decorative garage doors.*

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

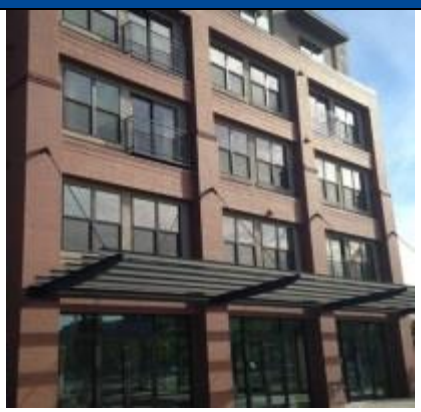
Do this:✅	
 a. *Roof types and forms provide variation and interest.*	 b. *This building incorporates roofline and parapet variations.*
 c. *This building provides a minimum 20' building elevation.*	 d. *This flat roof incorporates primary and secondary roof elements.*

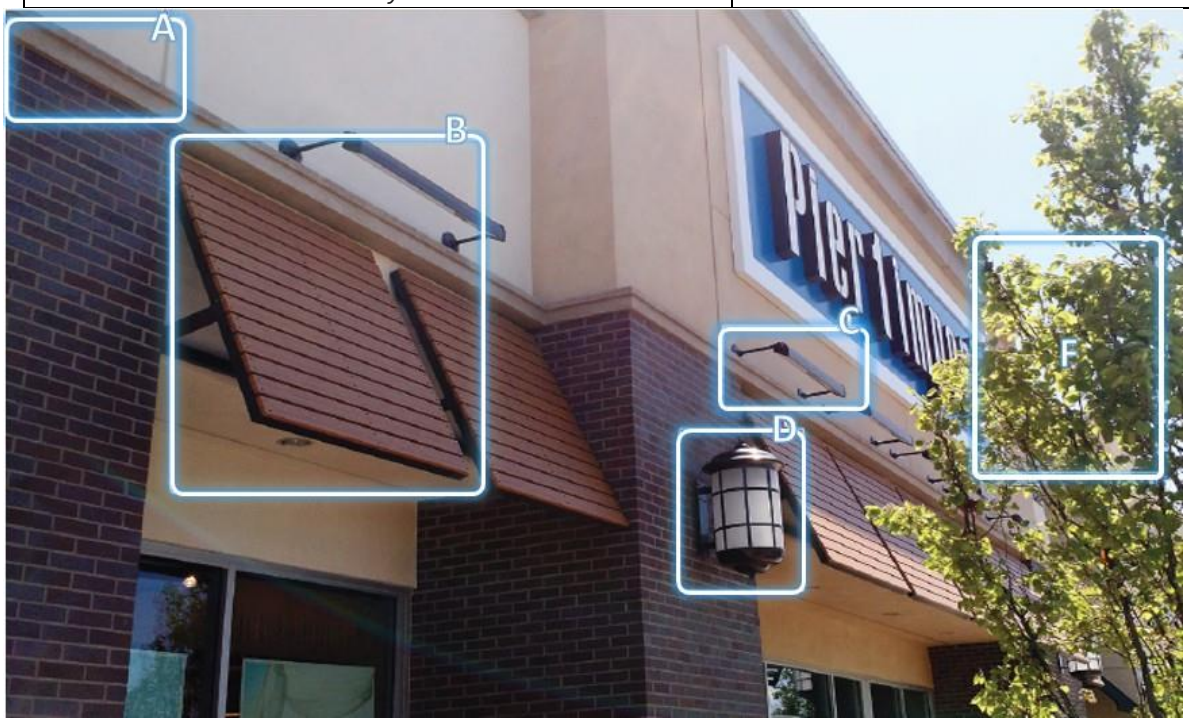
This is a smaller scale commercial building that illustrates a number of attractive architectural elements and building form. More specifically, the building includes the following: (A) use of consistent material combination, quality and detailing that creates a unique wall plane; (B) provides for at 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.*

CHAPTER 6. DEVELOPMENT STANDARDS

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.

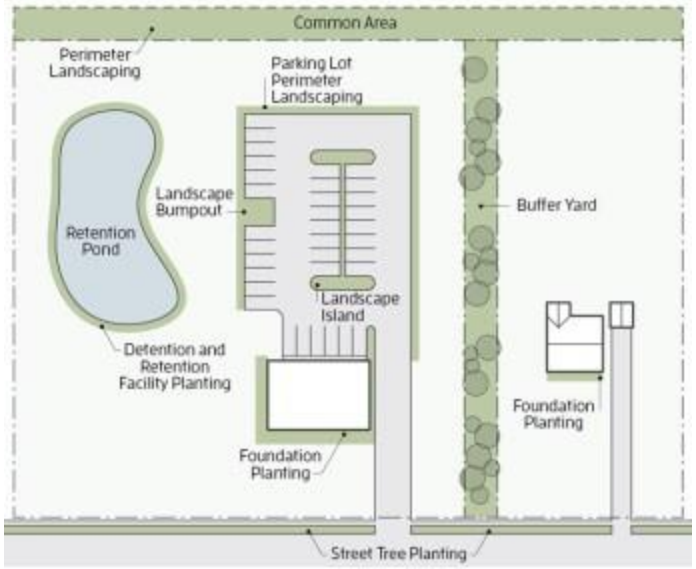
Sec. 6.7.2. Applicability

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

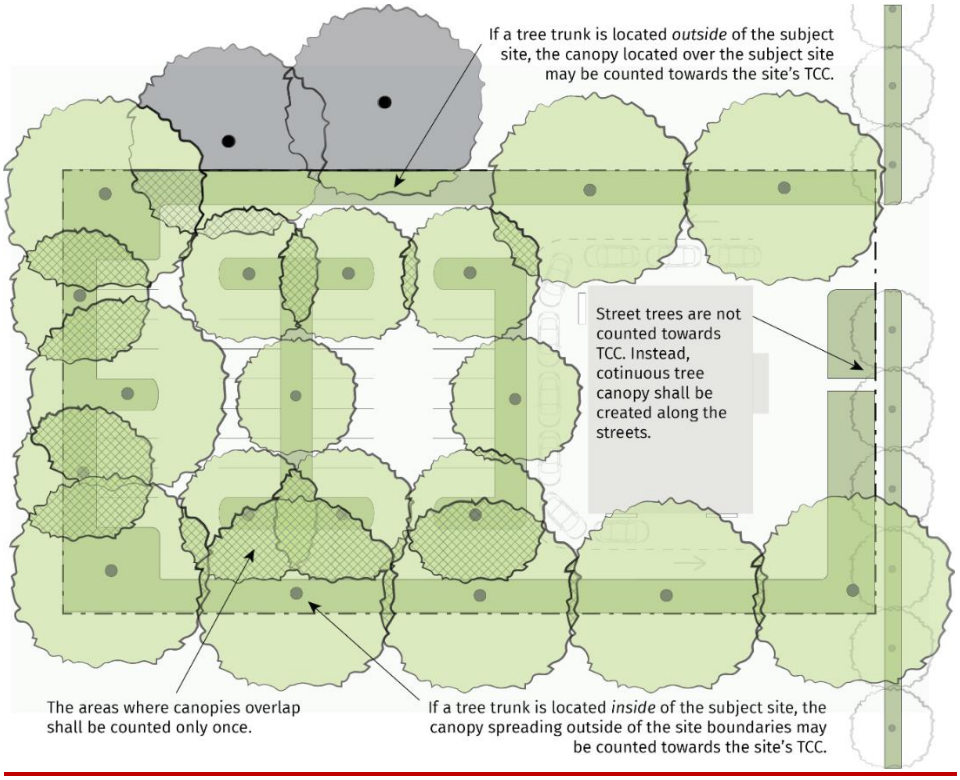


Figure 1. How to calculate Tree Canopy Coverage

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.

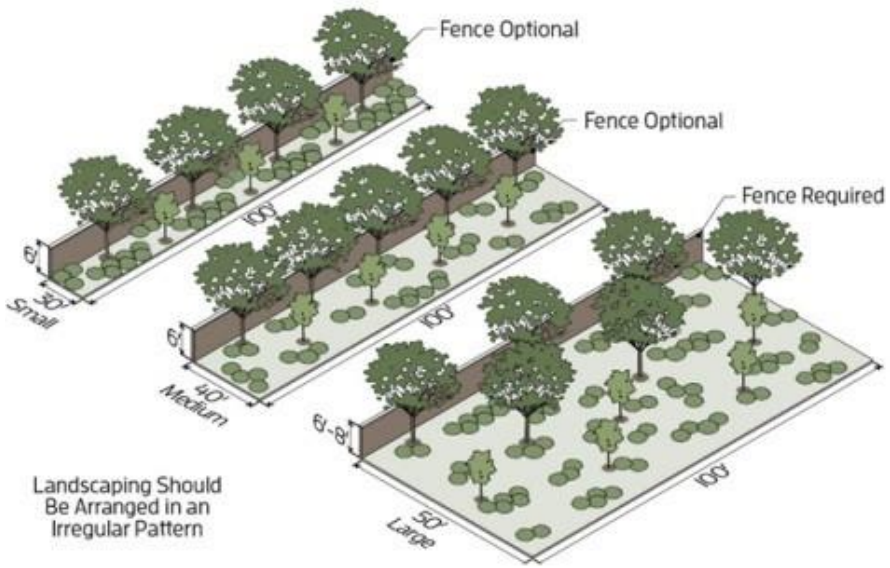
B. **Responsibility for Installation**

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.

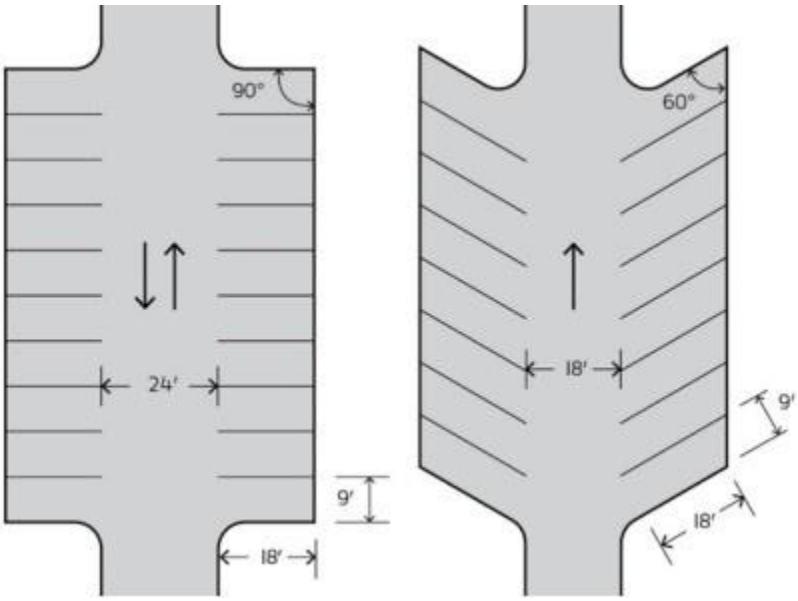
C. **Parking Space Dimension**

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.

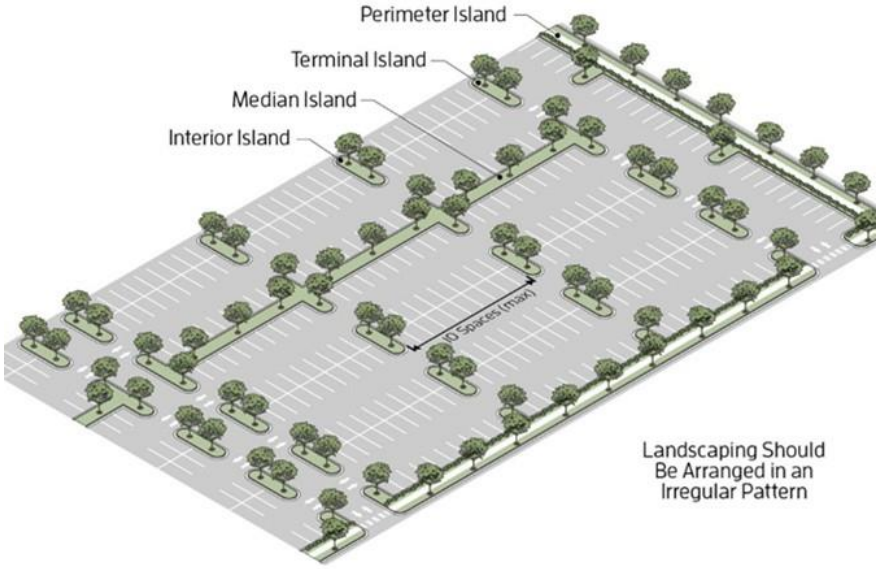
(Ord. 081919D, 08/19/2019)

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.

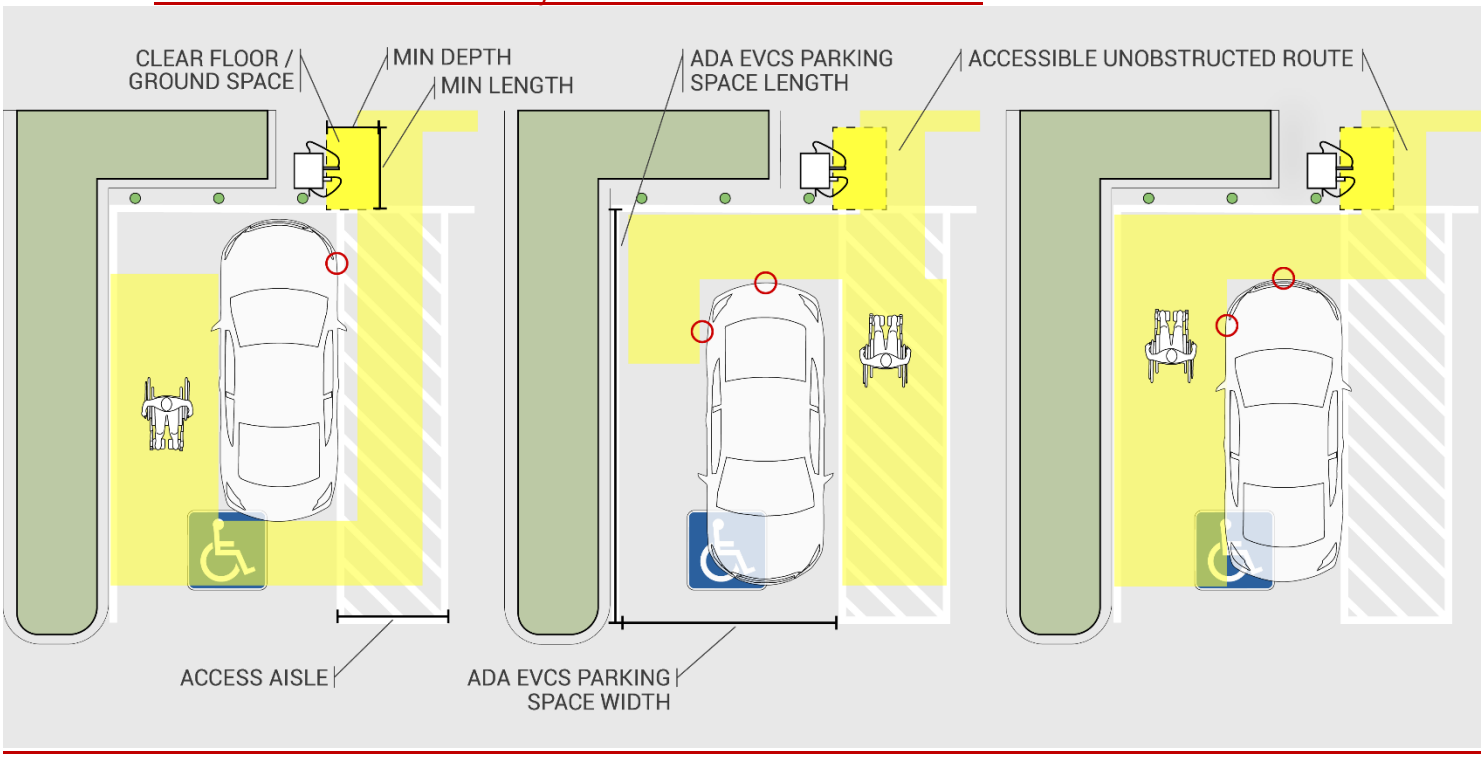


Figure 1. This image illustrates several scenarios of different locations of a charging port on a vehicle, different parking position, and the consequent need to create a clear path around the vehicle for a person with physical disabilities to reach the EVCS.

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

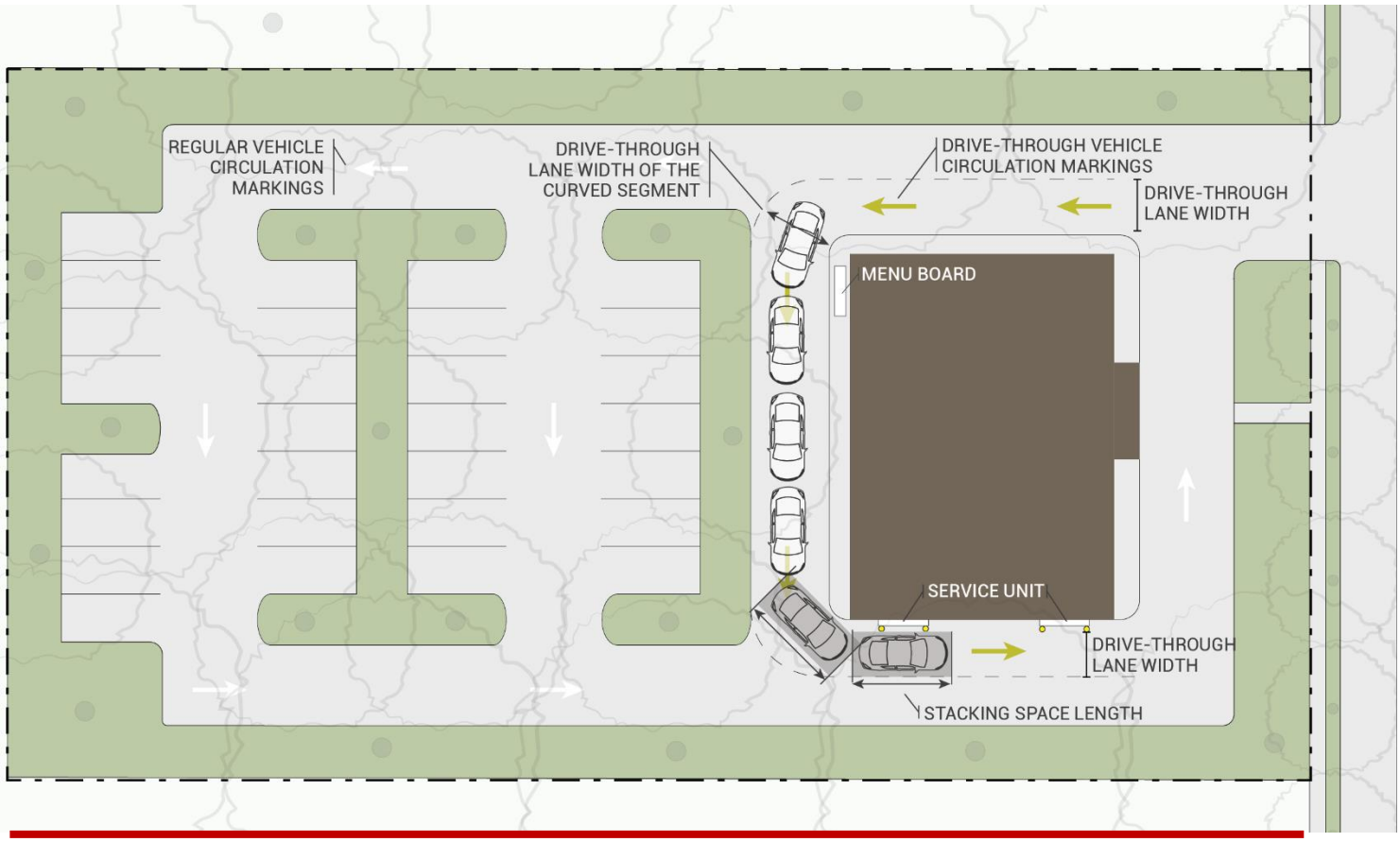
Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reducing the negative impacts that they may create by reducing the noise from idling cars and voice amplification equipment, lighting, 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.

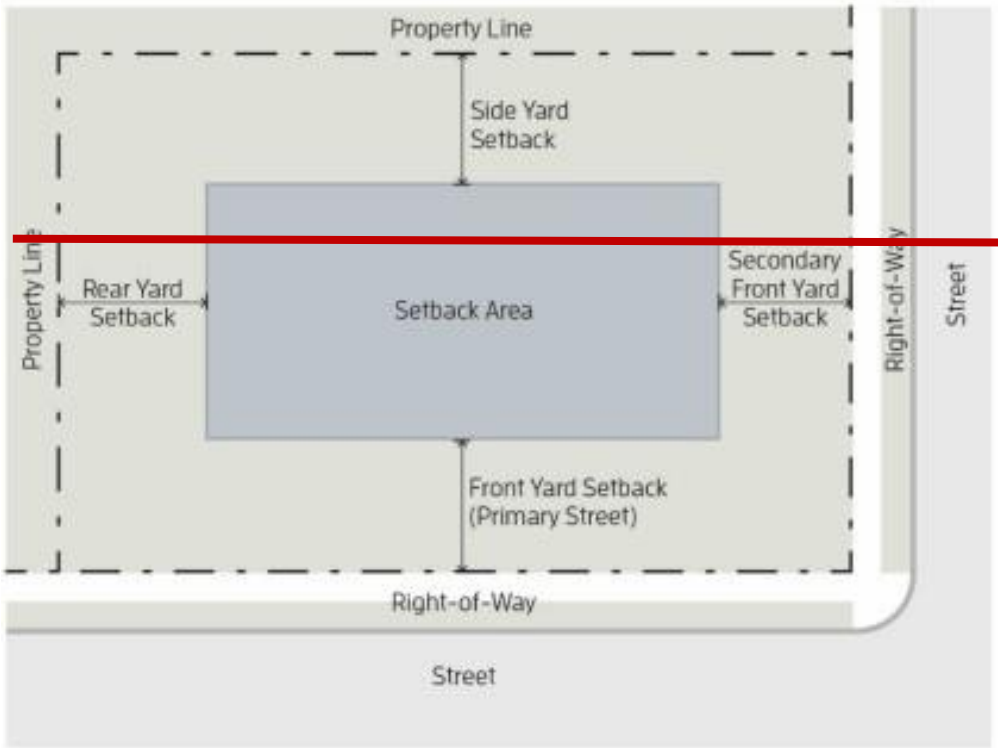
B. Measurement of Building Setbacks

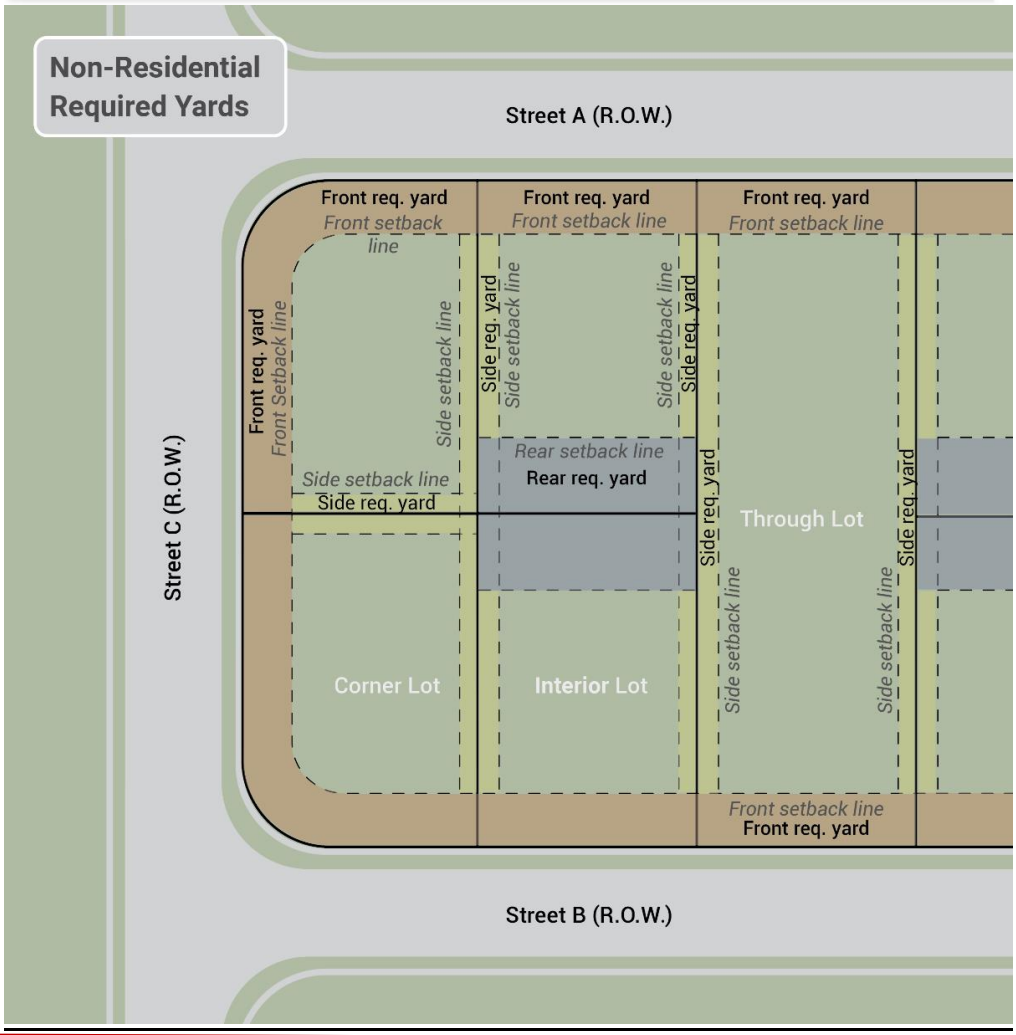
1. **Front.** Front setbacks are measured perpendicular from the front property line.
2. **Side.** Side setbacks are measured perpendicular from the side property line.
3. **Rear.** Rear setbacks are measured perpendicular from the rear property line or the edge of the existing or proposed right-of-way, 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*.

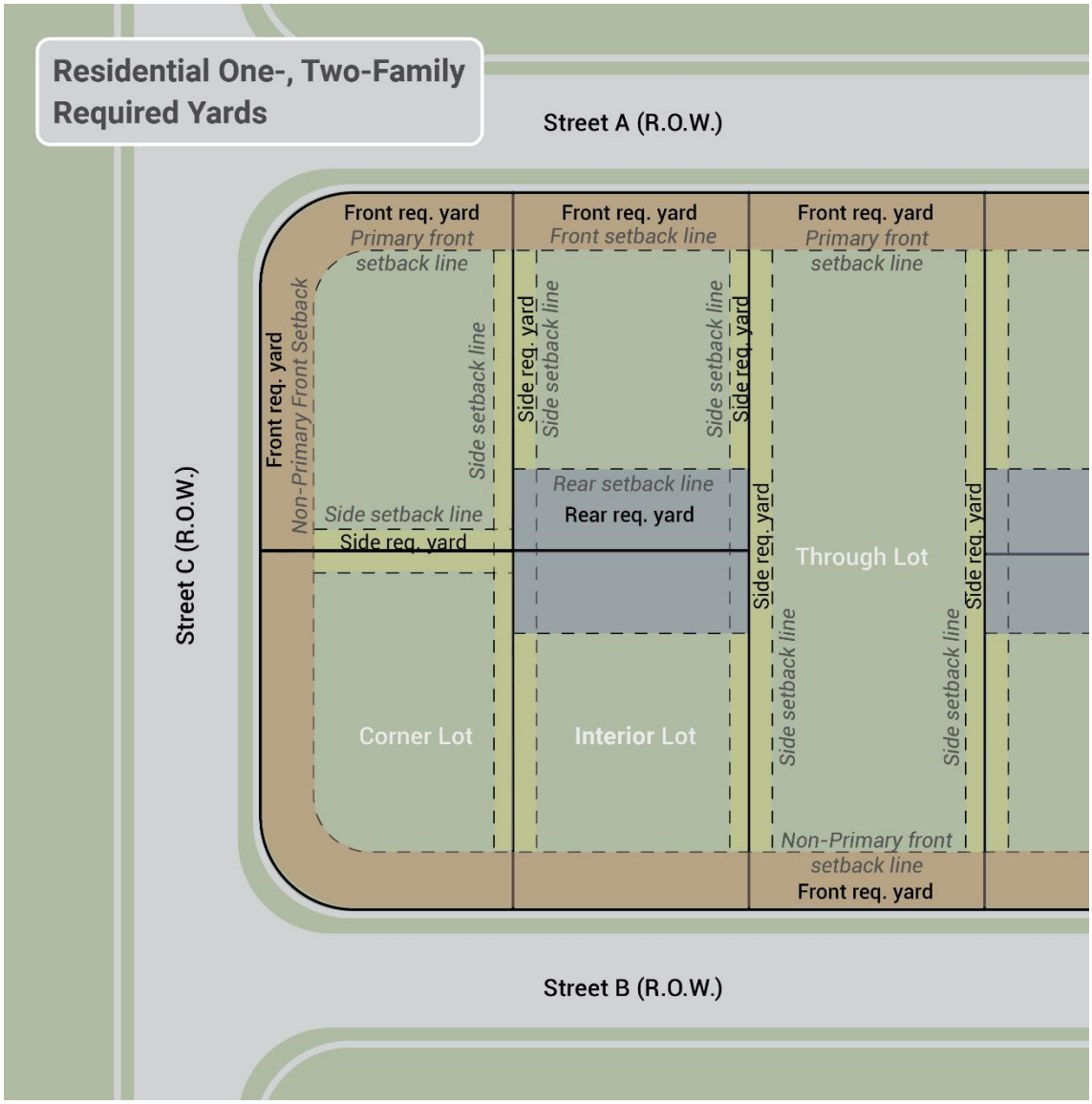
~~**C. Multiple Street Frontages**~~

~~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

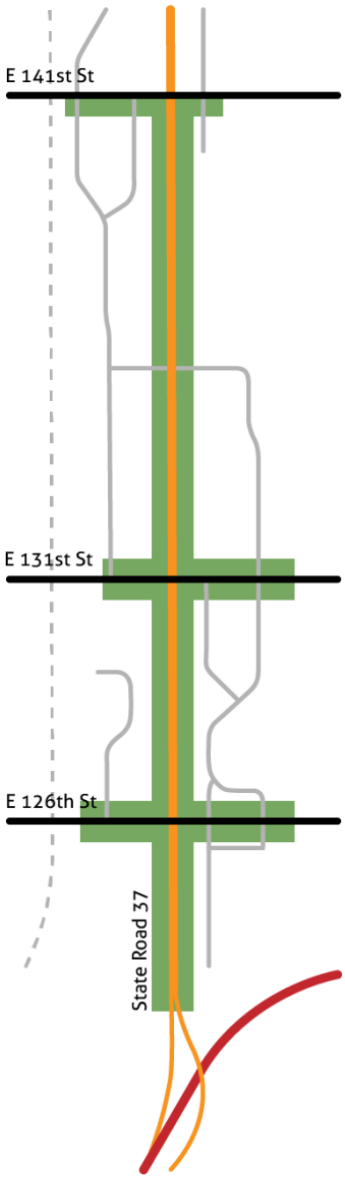
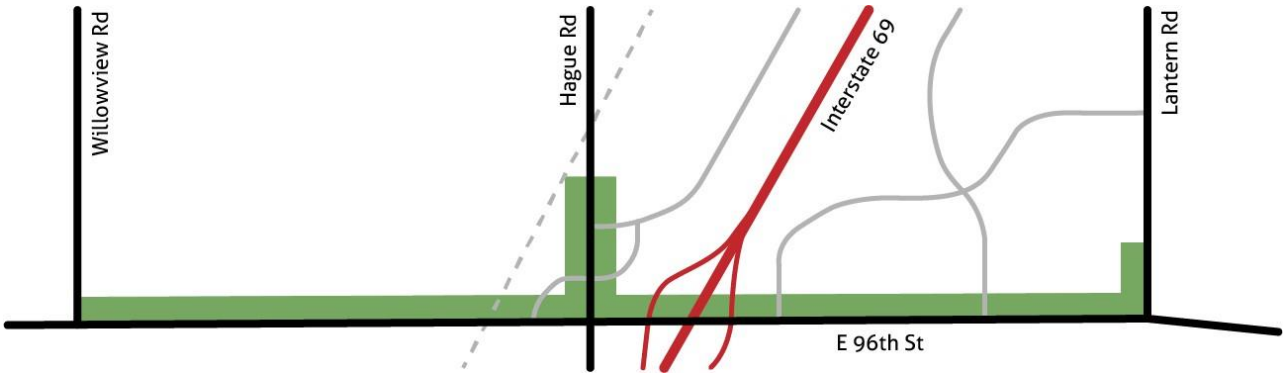


EXHIBIT B



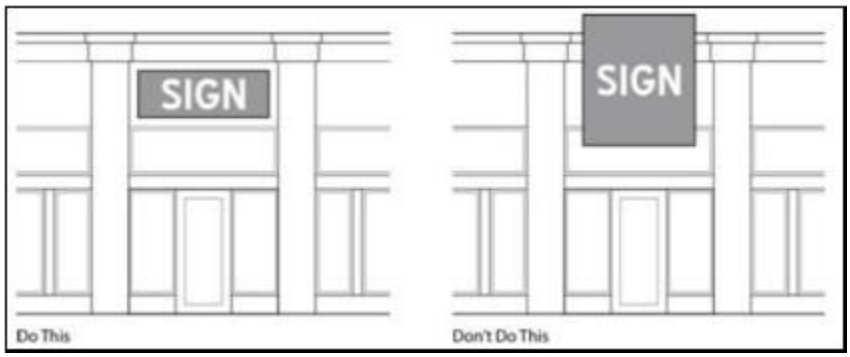
Sec. 6.17.7. Building Signs

A. *Description*

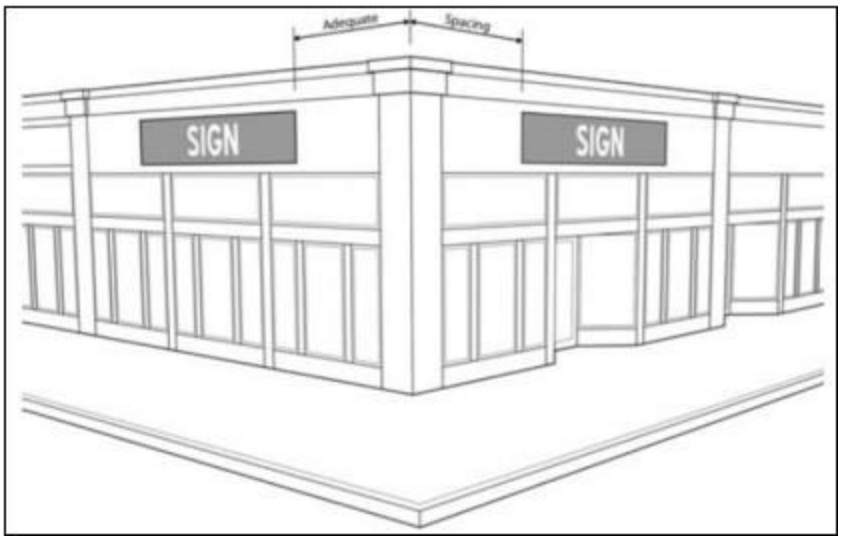
A wall sign is a sign attached flat to or mounted away from but parallel to the building wall. Wall mounted signs shall be individually mounted letters affixed directly on a wall or on an internal raceway. Cabinet signs will be permitted if they are mounted flush with the façade of the building and use routed out letters with internal illumination.

B. *General Requirements*

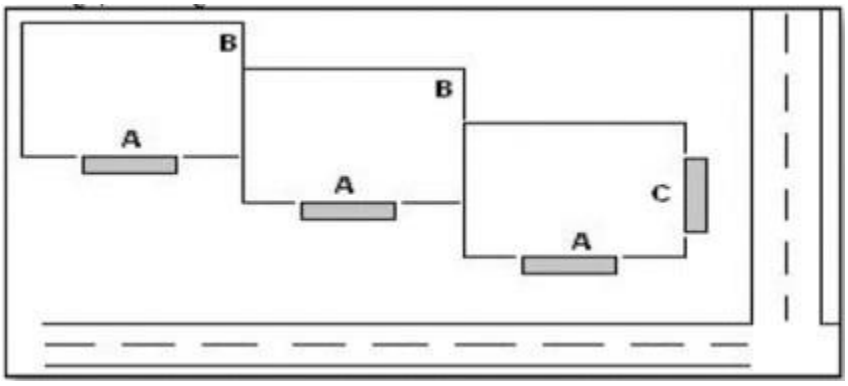
1. **Sign Construction.** Permanent signs shall be constructed of materials, including but not limited to, metal, wood, acrylic, or other durable weatherproof materials. Painted or vinyl signs may be approved when the sign design is compatible with the building design.
2. **Sign Removal or Replacement.** 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

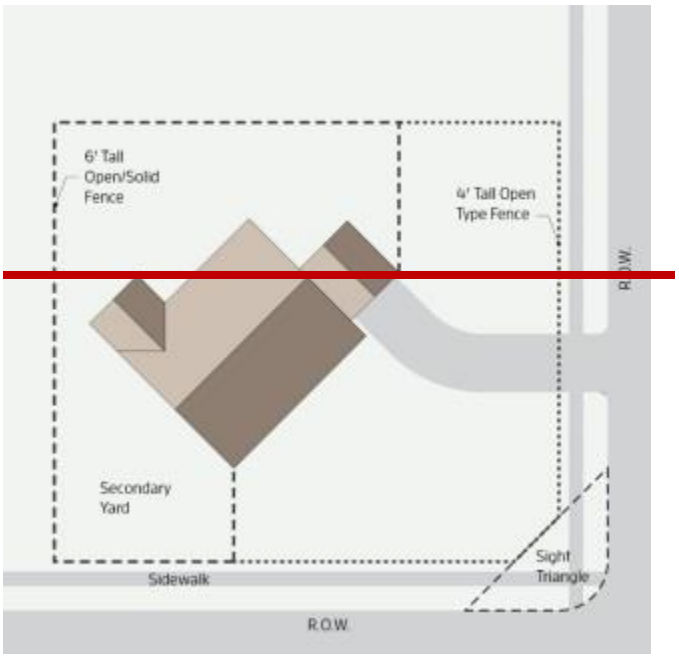
The intent of this Article is to regulate the location, height, and appearance of fences and walls in all zoning districts to maintain visual harmony within neighborhoods and throughout the city, protect adjacent properties from the indiscriminate placement and unsightliness of fences and walls, and 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).

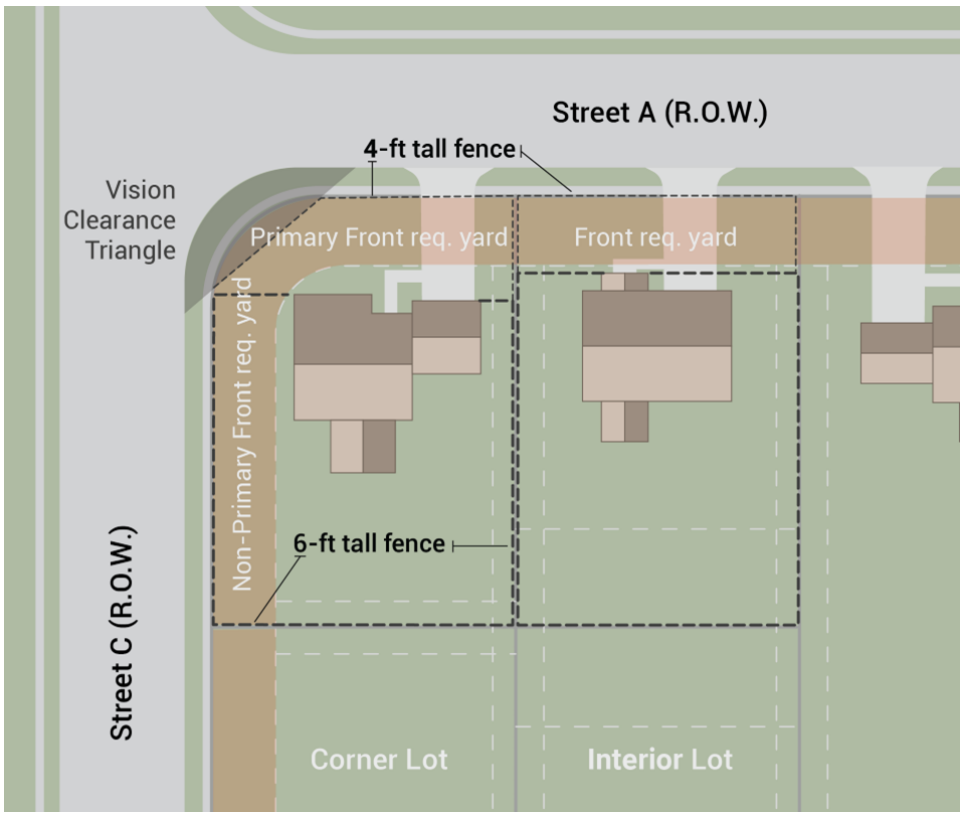
~~2. Lots with multiple street frontages shall follow Sec. 6.16.2.C. Multiple Street Frontages for determining the front yard and secondary front yard requirements.~~



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 favorable recommendation to the Common Council by a vote of _8_ in favor and __0_ 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. The Fishers Unified Development Ordinance is hereby amended per Exhibit A;

Section 2. PRUPOSE STATEMENT. The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall provisions including Overlay Zoning Districts of Chapter 4, Development Standards of Chapter 6, and Subdivision & Planned Unit Development Design Standards of Chapter 8.

Section 3. All other provisions of the Fishers Unified Development Ordinance 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 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 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 ___21st____ day of __April_____2025 at _____p

CITY OF FISHERS SEAL INDIANA

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ **_____April 21, 2025_____**

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ **_____**

Scott A. Fadness, Mayor **DATE**

This instrument is prepared by: Lindsey 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 Bennett

Exhibit A

Unified Development Ordinance
Chapter 4, Chapter 6, and Chapter 8

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 favorable recommendation to the Common Council by a vote of _8_ in favor and __0_ 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. The Fishers Unified Development Ordinance is hereby amended per Exhibit A;

Section 2. PRUPOSE STATEMENT. The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall provisions including Overlay Zoning Districts of Chapter 4, Development Standards of Chapter 6, and Subdivision & Planned Unit Development Design Standards of Chapter 8.

Section 3. All other provisions of the Fishers Unified Development Ordinance 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 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 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	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 21st day of April 2025 at 8:40 pM

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ _____April 21, 2025_____

Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____

Scott A. Fadness, Mayor **DATE**

This instrument is prepared by: Lindsey 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 Bennett

Exhibit A

Unified Development Ordinance
Chapter 4, Chapter 6, and Chapter 8

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*

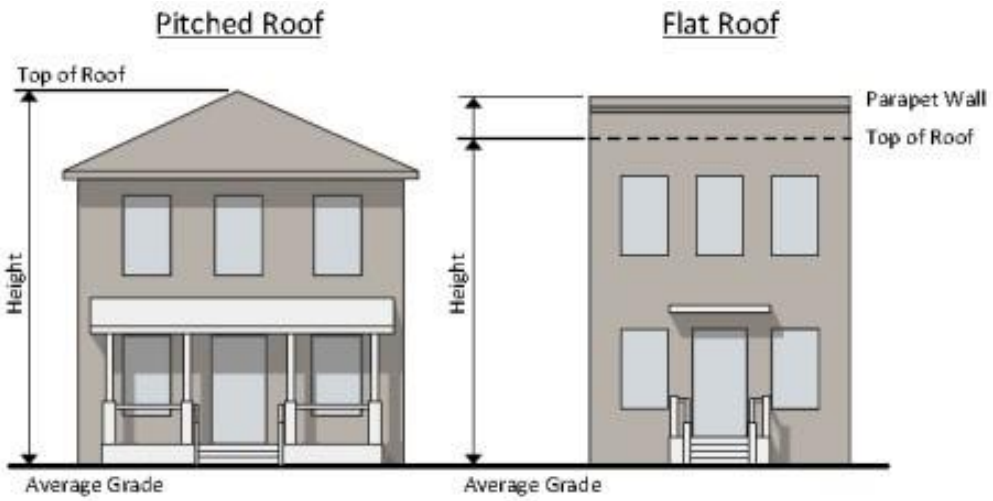
1. Lot Area. As defined, shall be set forth by the Zoning District or Overlay District.

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.

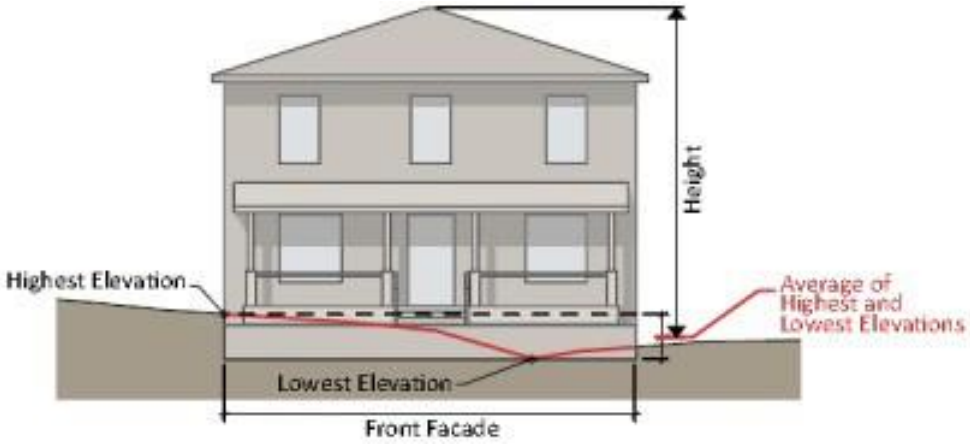
$$\text{Impervious Area} = \frac{\text{Sum of areas covered by impervious surface (sq. ft.)}}{\text{Lot Area (sq. ft.)}}$$

C. *Building Measurements*

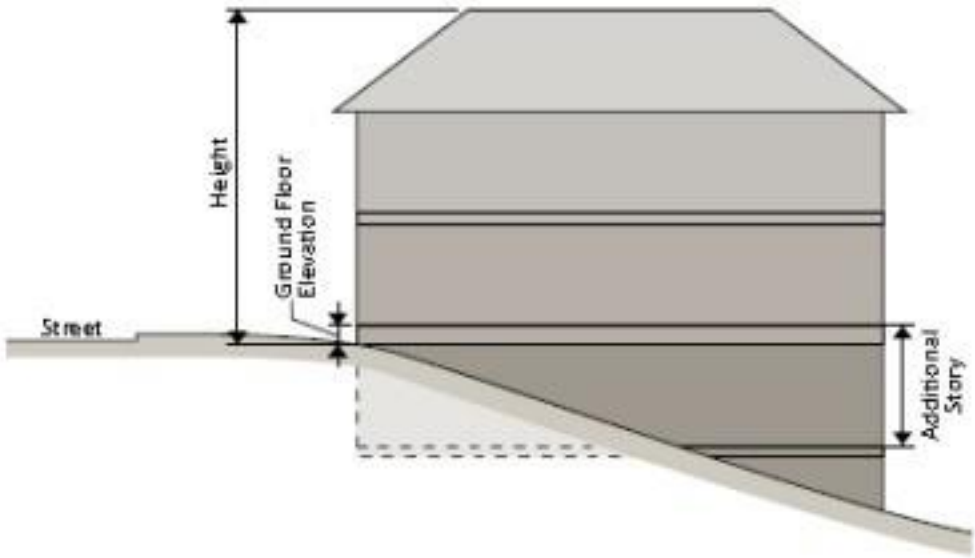
1. The maximum structure height shall be determined in the applicable zoning district.
2. Building Height Measurement. The height is measured from the average grade to the top of the highest point of a pitched roof or flat roof, not including a maximum parapet wall encroachment. The maximum height encroachment for a parapet wall is six (6) feet (see image below).



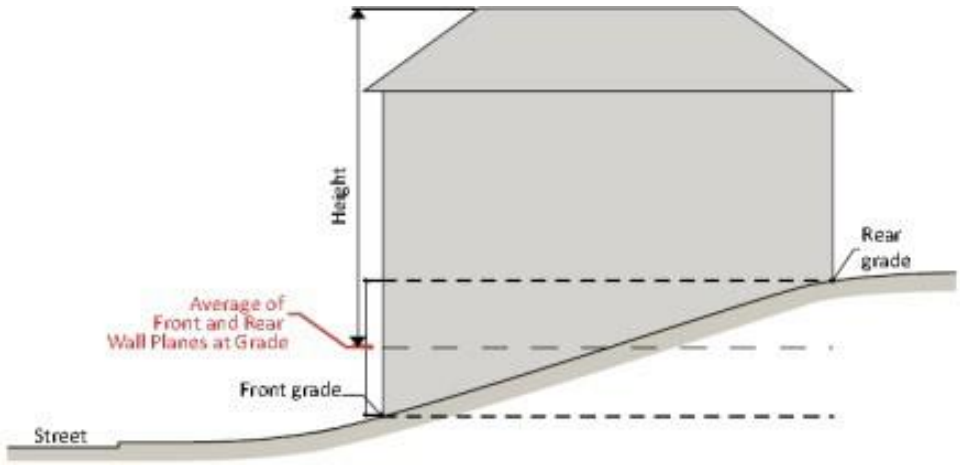
3. *Average Grade*
   a. Average grade is determined by calculating the average of the highest and lowest elevation along pre-development or improved grade (whichever is more restrictive) along the front of the building parallel to the primary front setback. Where mass-grading has been approved by the 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*

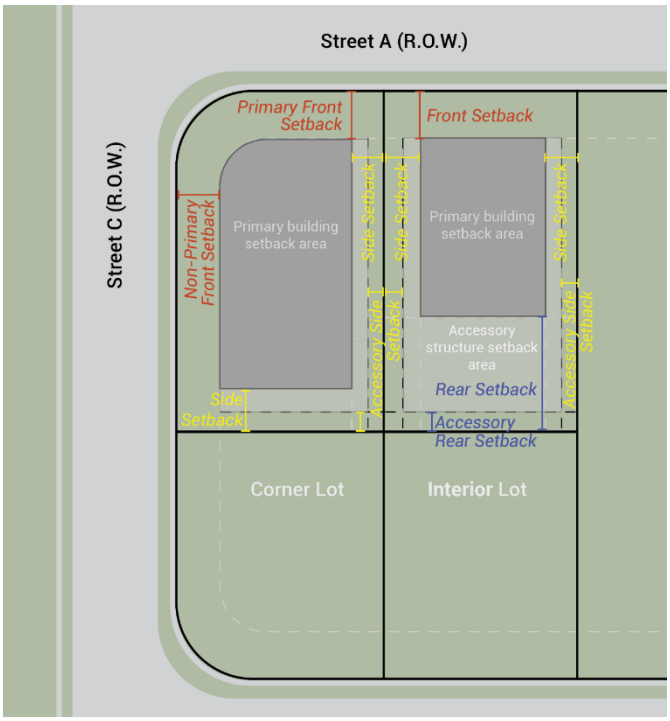
The maximum height of an accessory building or structure shall comply with the following:

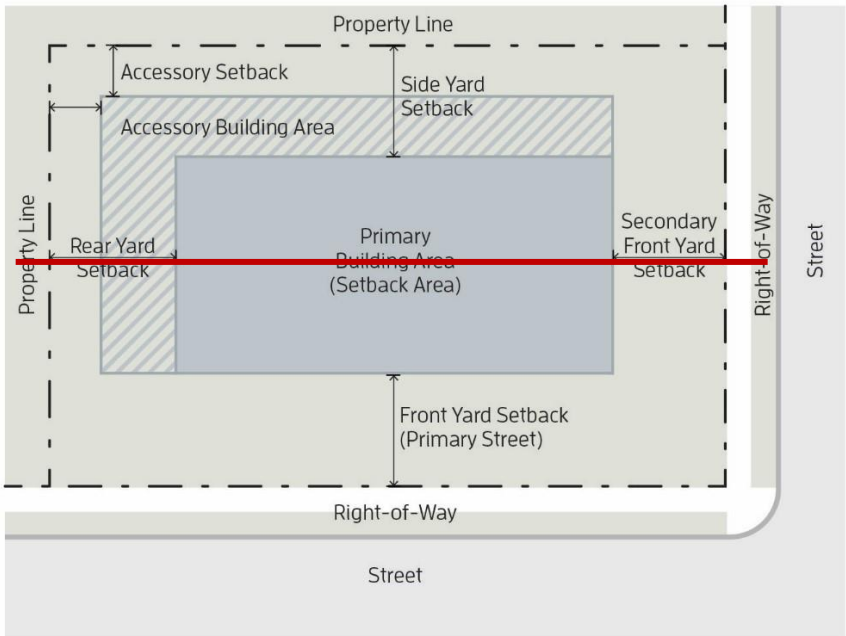
Zoning District	Accessory Structure Max Height
ER	24’
AG	22’ non-agricultural uses 35’ for agricultural related uses
R1, R2, R3, R4, R5, & MP	18’

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*

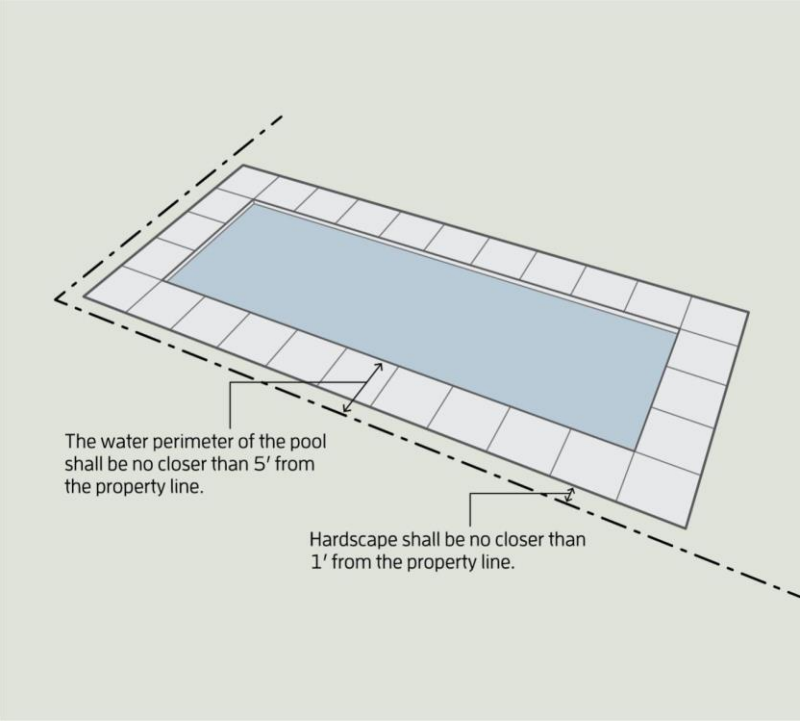
A building permit is not required for outdoor fireplaces, children's playhouses, swings, other play structures, above ground pools, basketball goals, pergolas, and similar structures as determined by the Director.

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

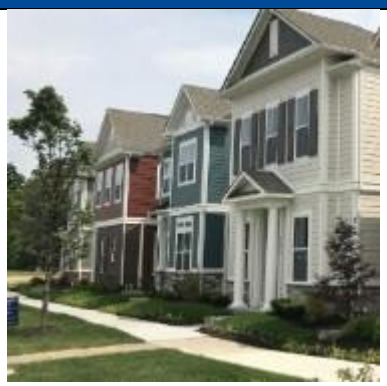
A. Residential Cohesive Design

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.*

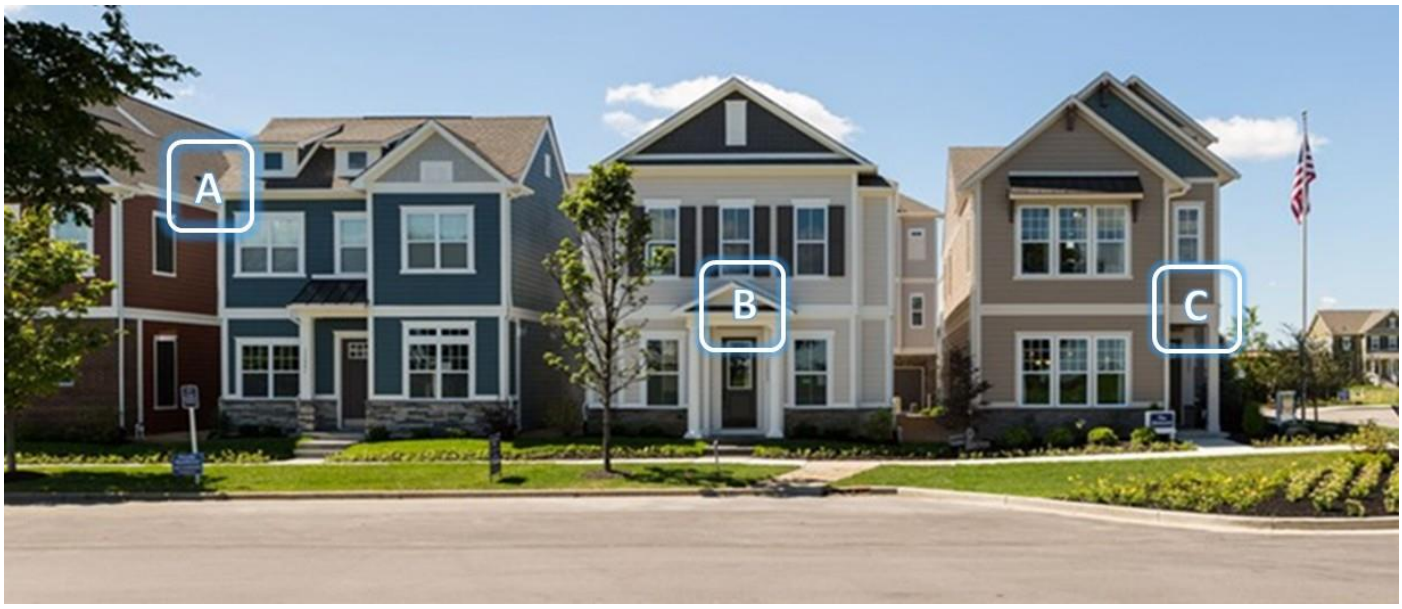


b. *Building design enhances the pedestrian space*

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.

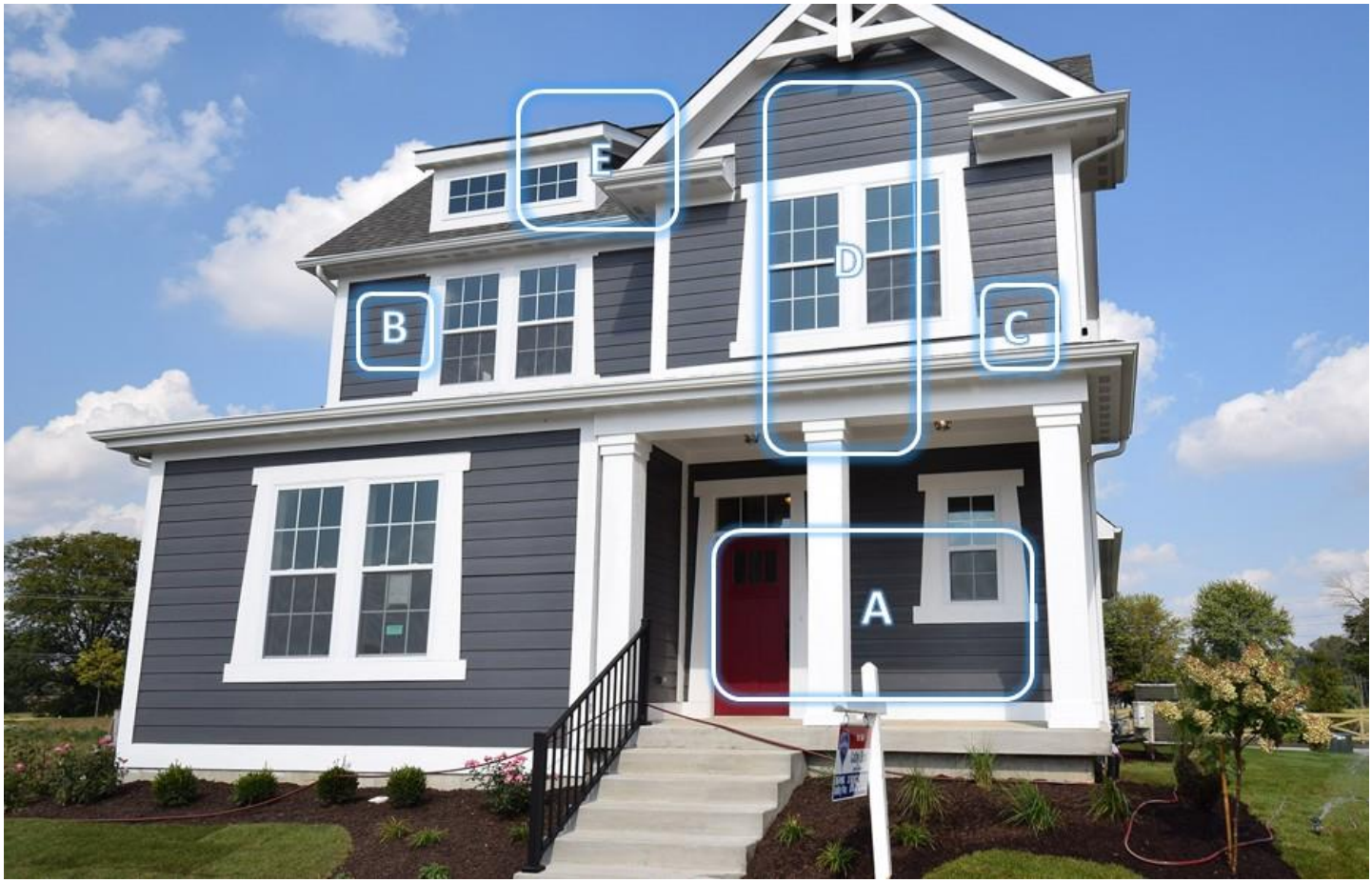
d. *Front-loaded garages must have decorative garage doors.*

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

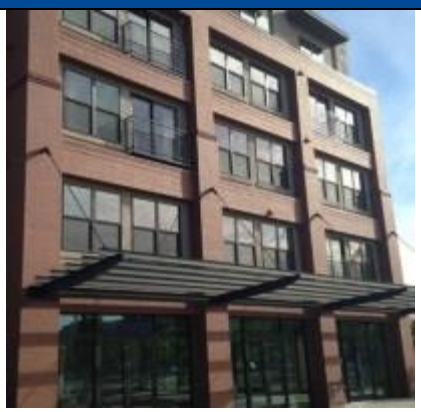
Do this:✅	
 a. *Roof types and forms provide variation and interest.*	 b. *This building incorporates roofline and parapet variations.*
 c. *This building provides a minimum 20' building elevation.*	 d. *This flat roof incorporates primary and secondary roof elements.*

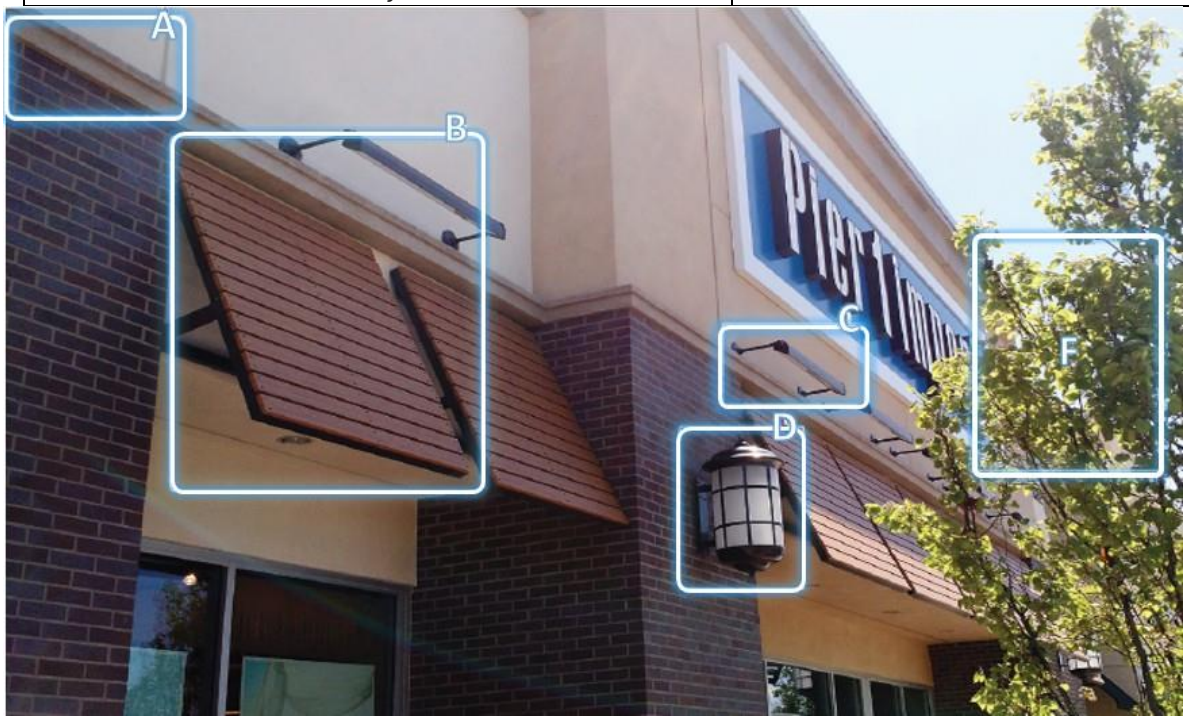
This is a smaller scale commercial building that illustrates a number of attractive architectural elements and building form. More specifically, the building includes the following: (A) use of consistent material combination, quality and detailing that creates a unique wall plane; (B) provides for at 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.*

CHAPTER 6. DEVELOPMENT STANDARDS

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.

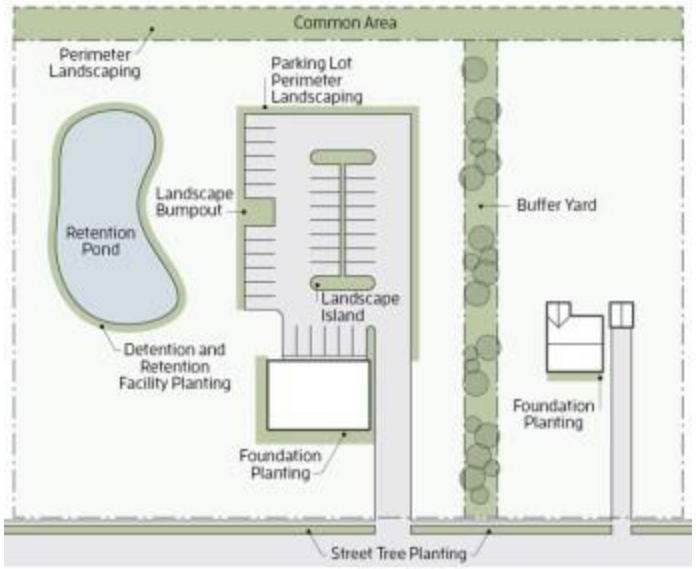
Sec. 6.7.2. Applicability

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

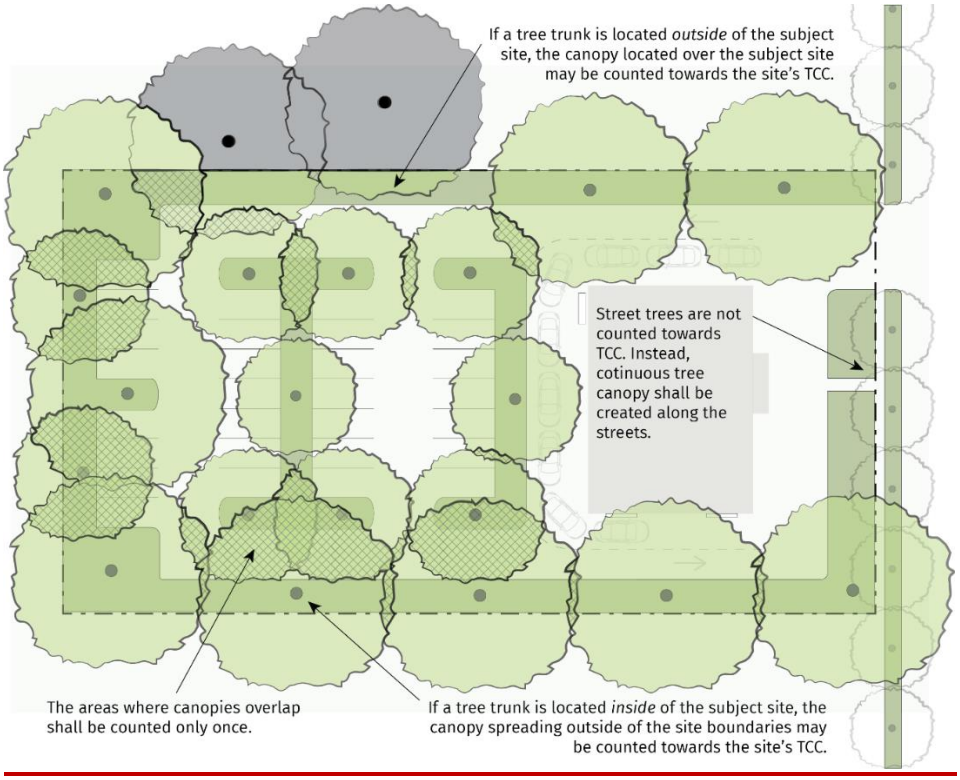


Figure 1. How to calculate Tree Canopy Coverage

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.

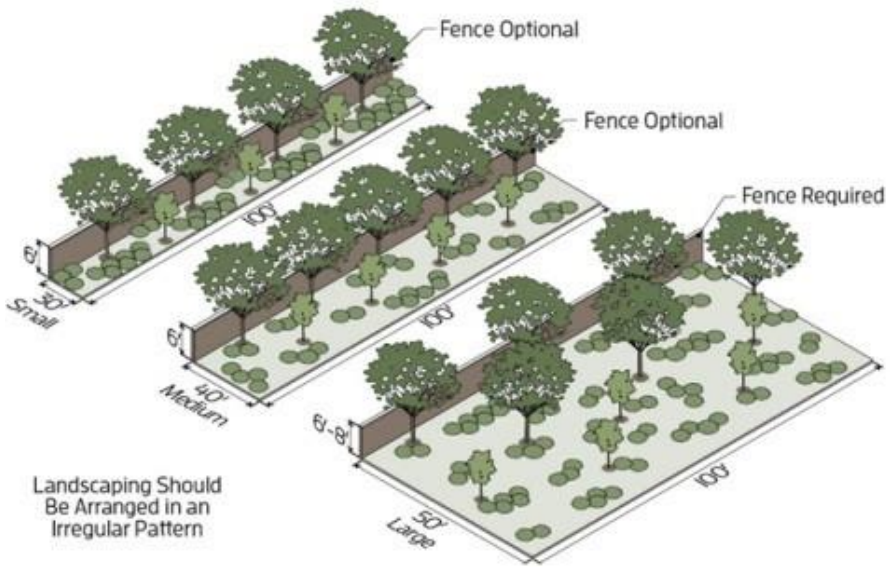
B. **Responsibility for Installation**

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.

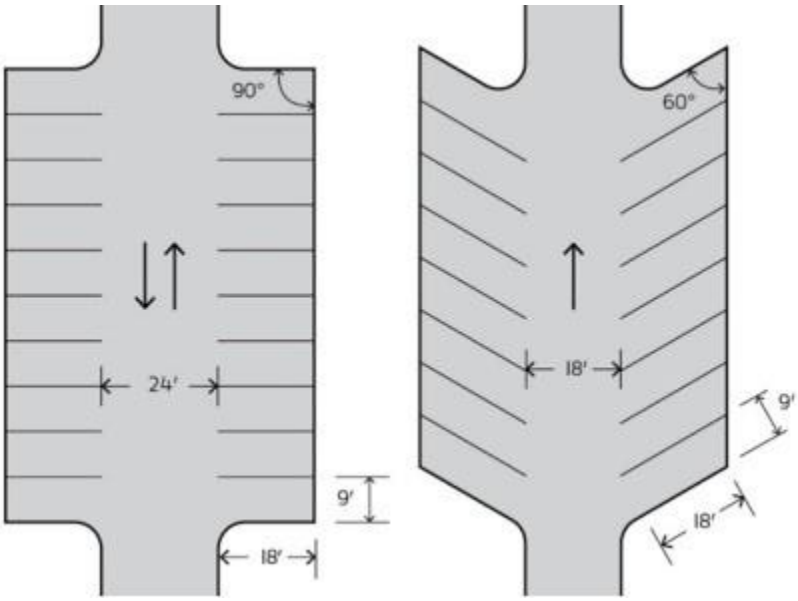
C. **Parking Space Dimension**

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.

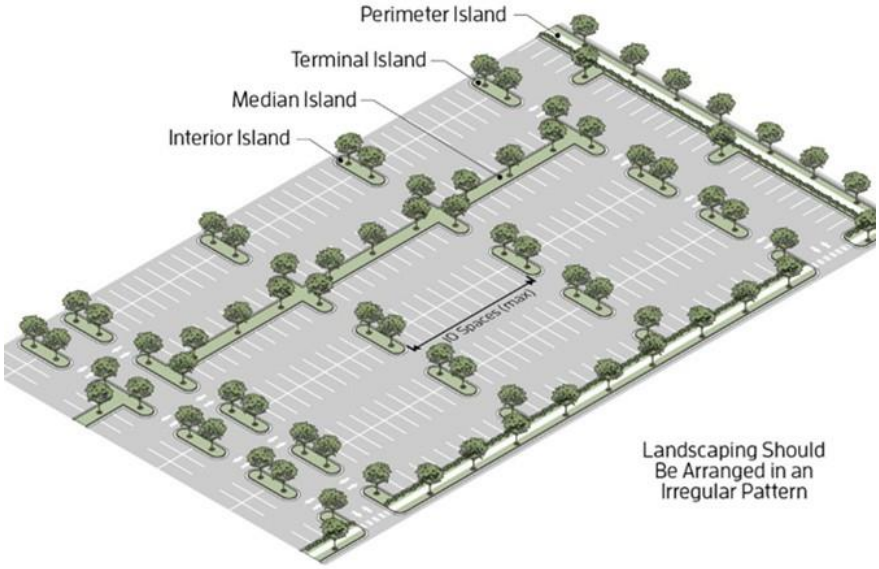
(Ord. 081919D, 08/19/2019)

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.

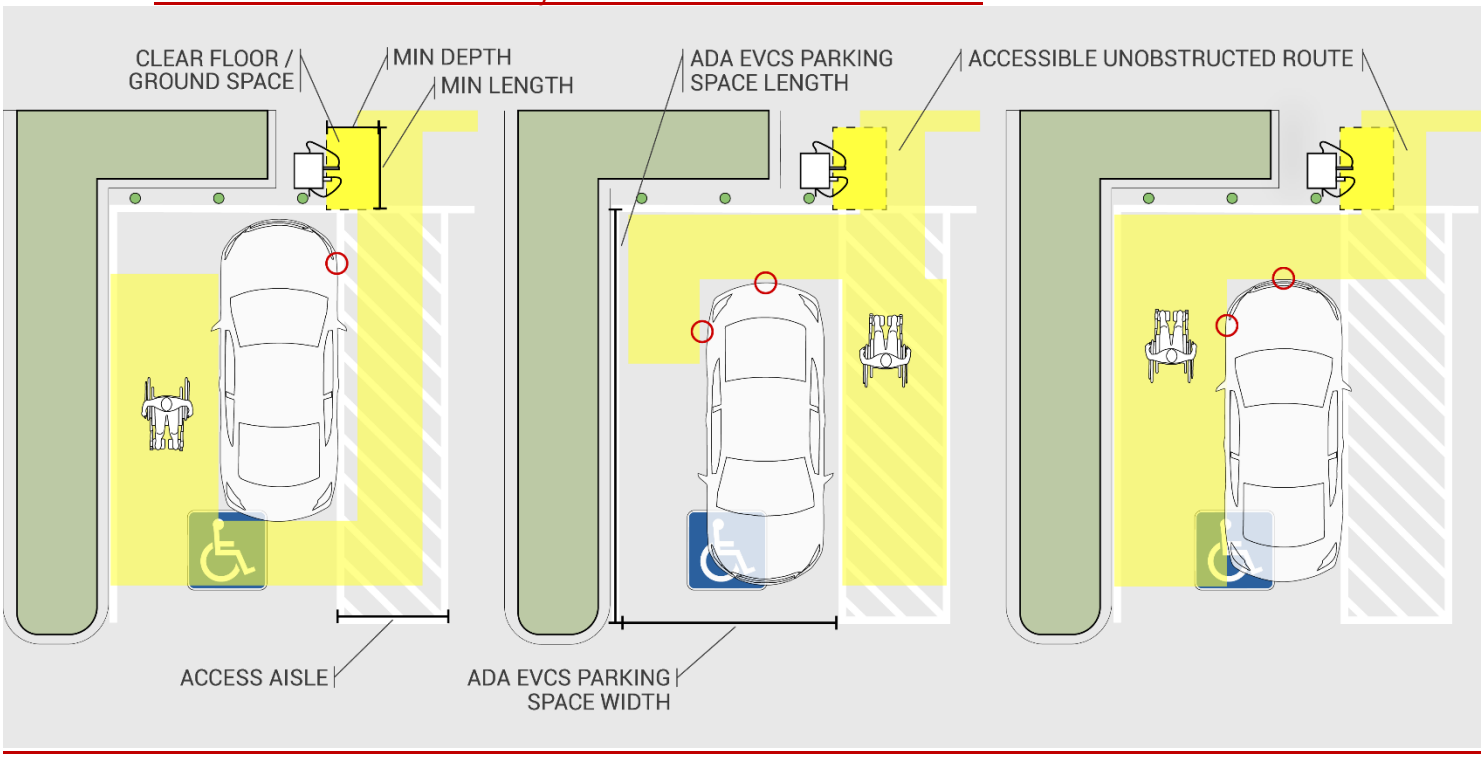


Figure 1. This image illustrates several scenarios of different locations of a charging port on a vehicle, different parking position, and the consequent need to create a clear path around the vehicle for a person with physical disabilities to reach the EVCS.

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

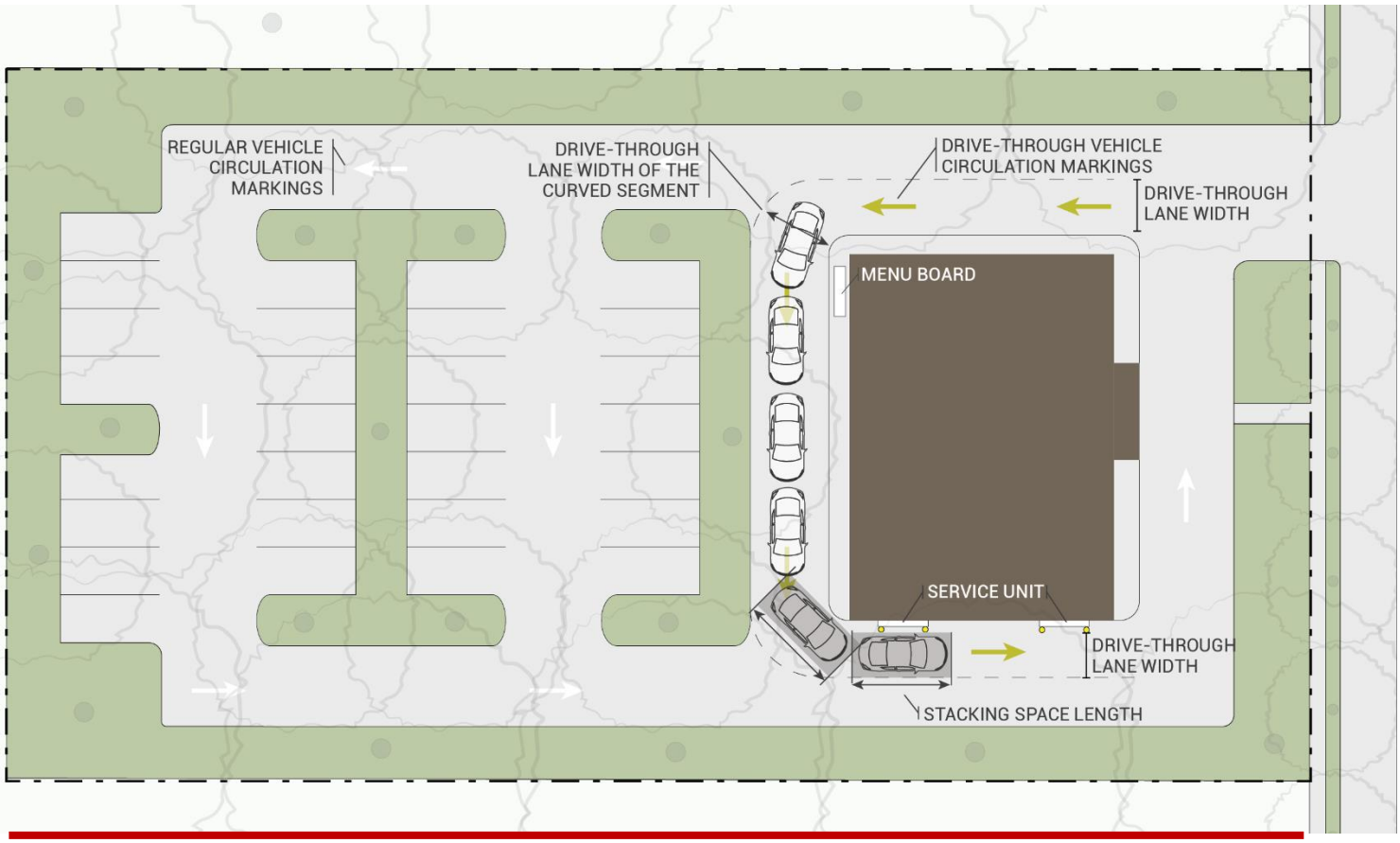
Drive-through service is enabled in appropriate locations to improve service to customers, protect the public from contagion, and promote economic development, while also reducing the negative impacts that they may create by reducing the noise from idling cars and voice amplification equipment, lighting, 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.

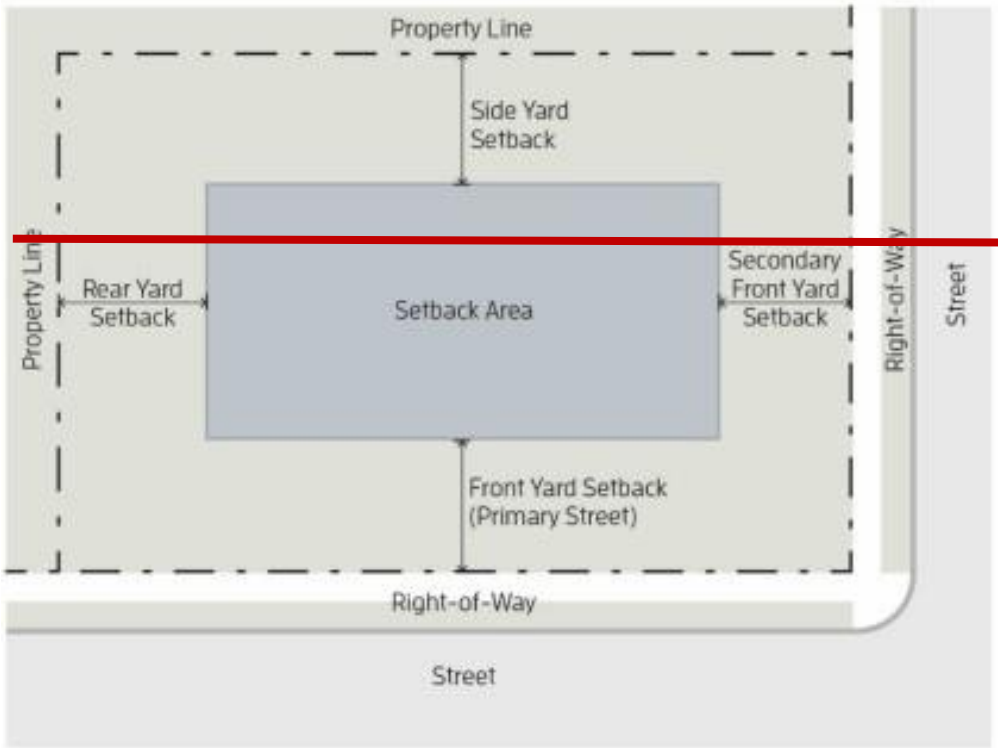
B. Measurement of Building Setbacks

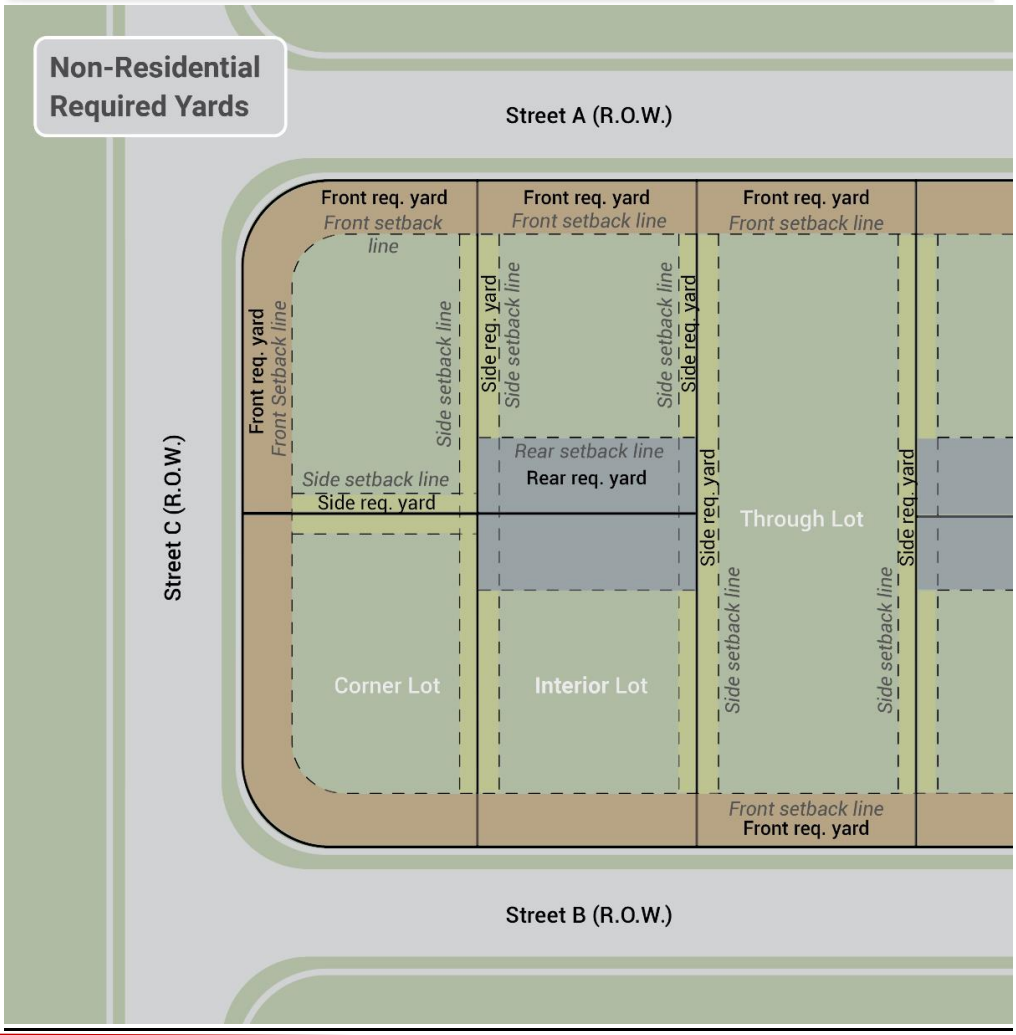
1. **Front.** Front setbacks are measured perpendicular from the front property line.
2. **Side.** Side setbacks are measured perpendicular from the side property line.
3. **Rear.** Rear setbacks are measured perpendicular from the rear property line or the edge of the existing or proposed right-of-way, 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*.

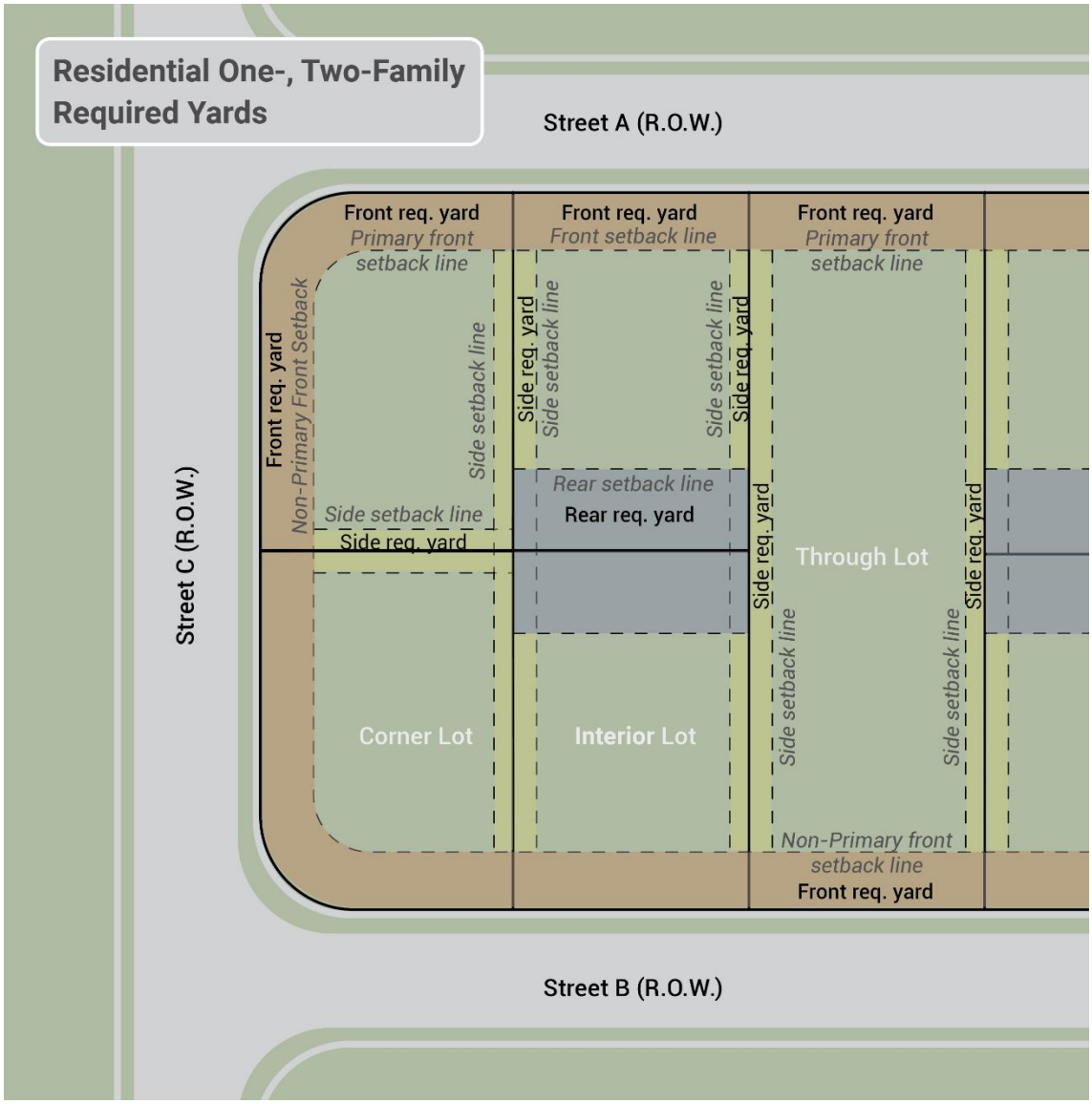
~~**C. Multiple Street Frontages**~~

~~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 setback line
Side setback line
Side req. yard
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

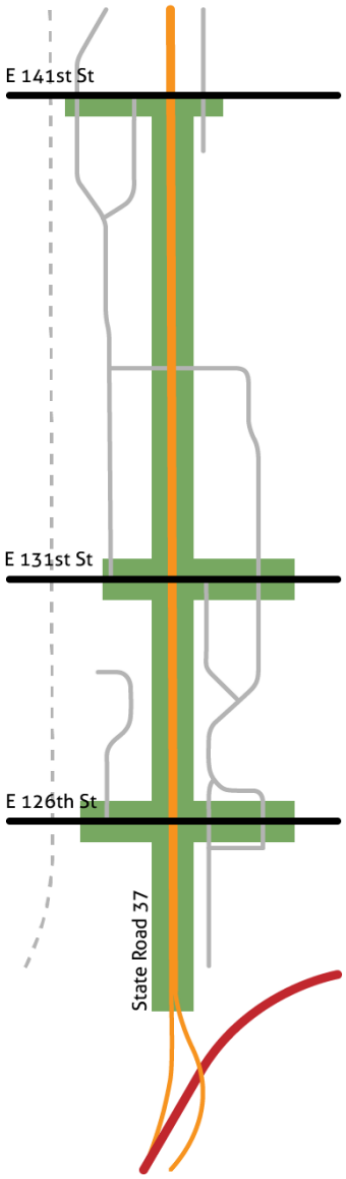
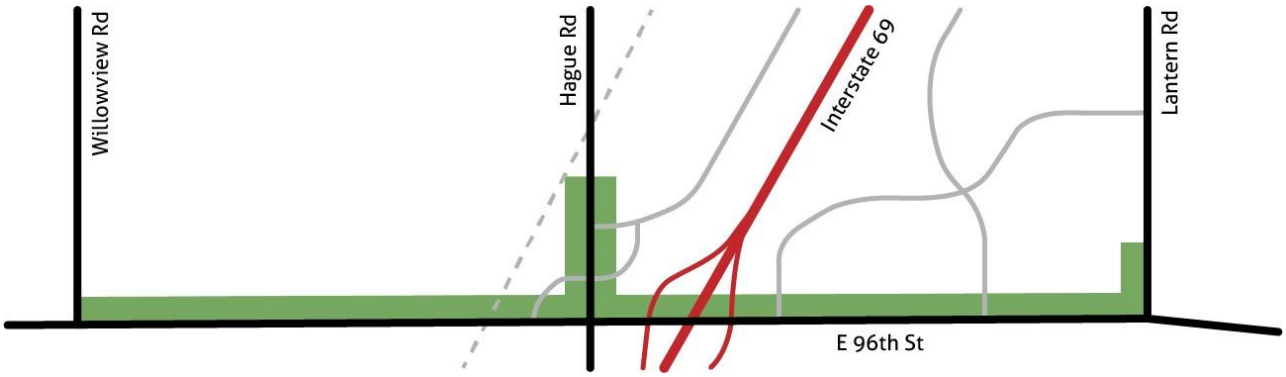


EXHIBIT B



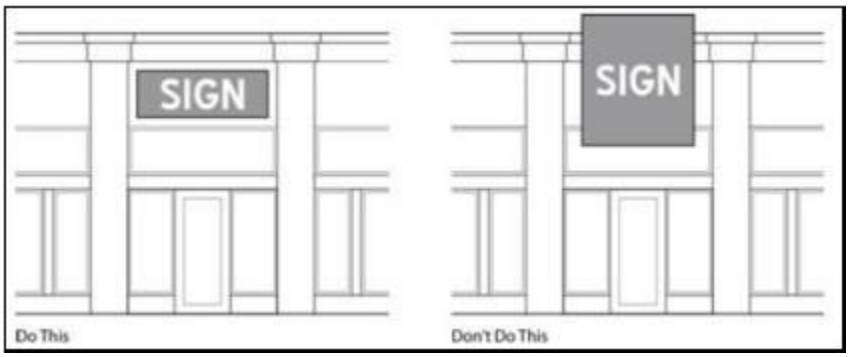
Sec. 6.17.7. Building Signs

A. *Description*

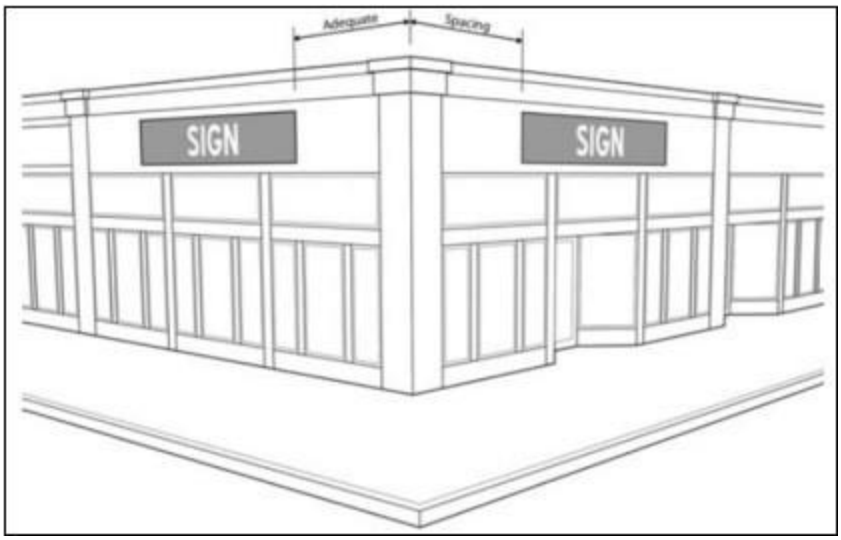
A wall sign is a sign attached flat to or mounted away from but parallel to the building wall. Wall mounted signs shall be individually mounted letters affixed directly on a wall or on an internal raceway. Cabinet signs will be permitted if they are mounted flush with the façade of the building and use routed out letters with internal illumination.

B. *General Requirements*

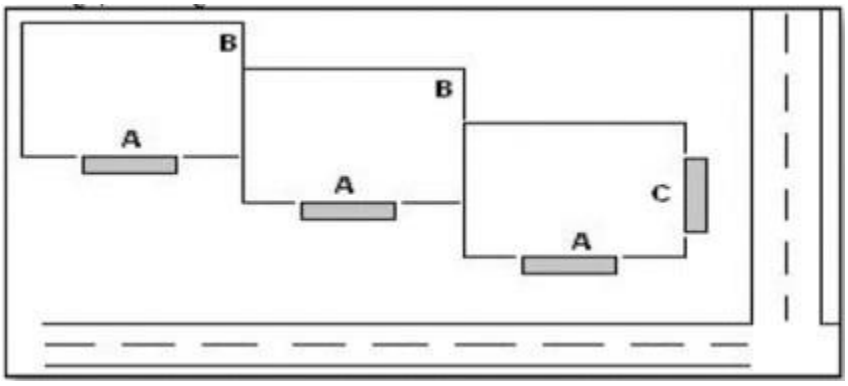
1. **Sign Construction.** Permanent signs shall be constructed of materials, including but not limited to, metal, wood, acrylic, or other durable weatherproof materials. Painted or vinyl signs may be approved when the sign design is compatible with the building design.
2. **Sign Removal or Replacement.** 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

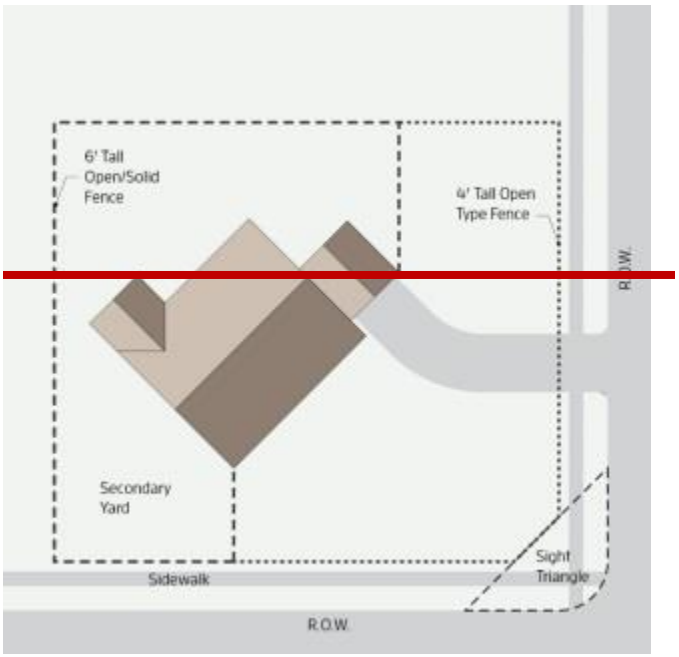
The intent of this Article is to regulate the location, height, and appearance of fences and walls in all zoning districts to maintain visual harmony within neighborhoods and throughout the city, protect adjacent properties from the indiscriminate placement and unsightliness of fences and walls, and 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).

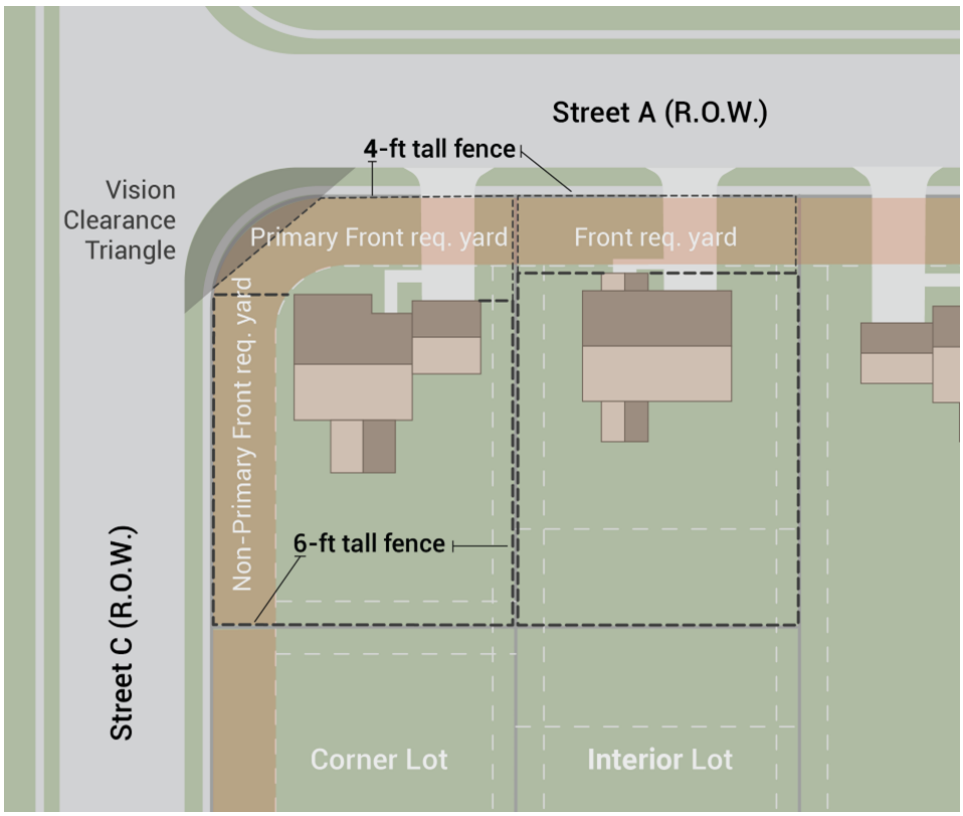
~~2. Lots with multiple street frontages shall follow Sec. 6.16.2.C. Multiple Street Frontages for determining the front yard and secondary front yard requirements.~~



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

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 4, Chapter 6, and Chapter 8. (TA-25-3)			
SUBMITTED BY	Name & Title: Kevin Martin, Assistant 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 Final Reading
	2.	Continue
	3.	Take No Action
	4.	
PROJECT TIMELINE	March 17, 2025 - 1st Reading - City Council April 2, 2025 - Public Hearing - Plan Commission April 21, 2025 - Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance 2. Draft Amendment - Exhibit A - Chapter 4, Chapter 6, and Chapter 8	

Form Revised: 03/20/2019

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to approve a voluntary annexation of 1.35 acres, known as the Shipman property. Subject site has a common address of 10056 E. 126th Street. (ANX-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 #: 042125A		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 property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.

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

OPTIONS (Include *Deny Approval* Option)	1.	Hold First Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	April 21, 2025 - Proposed 1st Reading & Public Hearing - City Council May 19, 2025 - Proposed Final Reading & Fiscal Plan - City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1st Reading and Public Hearing for the Shipman Property at 10056 E. 126th St, Fishers, IN (ANX-25-1).
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance

Form Revised: 03/20/2019

ORDINANCE NO. 042125A
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City"), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 1.35 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the "Annexed Territory");

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around April 21, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

WHEREAS, on or around May 19, 2025, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the Shipman Property.

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

Section 1. **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.

Section 2. **Annexed Territory.** The real estate containing approximately 1.35 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Shipman Property, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.

Section 2. **Council District.** The above-described real estate is hereby assigned to City Council District 3 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect June 19, 2025 and as provided by Indiana law.

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

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 19th day of May 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 was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2025, at _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

EXHIBIT A

Legal Description of Real Estate

A part of the South Half of the Southeast Quarter of the Southwest Quarter of Section 29, Township 18 North, Range 5 East, described as follows:
Begin at a point one hundred thirty (130) feet East of the Southwest corner of the South Half of the Southeast Quarter of the Southwest Quarter of said Section, Township and Range, and run thence East six (6) rods; thence North twenty-six and two-thirds (26 2/3) rods; thence West six (6) rods; thence South twenty-six and two-thirds (26 2/3) rods, to the Place of Beginning, in Fall Creek Township, Hamilton County, Indiana.

ALSO:
A part of the South Half of the Southeast Quarter of the Southwest quarter of Section 29, Township 18 North, Range 5 East, described as follows:
Begin at a point one hundred thirty (130) feet East, and twenty-six and two-thirds (26 2/3) rods North of the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North thirteen and one-third (13 1/3) rods, more or less, to the North line of the South Half of the Southeast Quarter of said Southwest Quarter, thence East six (6) rods, thence south thirteen and one-third (13 1/3) rods, more or less, thence West six (6) rods, to the place of beginning, in Fall Creek Township, Hamilton County, Indiana.

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

10056 E. 126th Street, Fishers, IN 46038
Parcel No. 13-11-29-00-00-037.000

EXHIBIT B
Graphic Depiction of Real Estate

10056 E. 126th Street, Fishers, IN 46038
Parcel No. 13-11-29-00-00-037.000

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to approve a voluntary annexation of 0.51 acres, known as the 116th Street Place LLC property. Subject site has a common address of 13042 E. 116th Street. (ANX-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 #: 042125B		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 property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.

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

OPTIONS (Include *Deny Approval* Option)	1.	Hold First Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	April 21, 2025 - Proposed 1st Reading & Public Hearing - City Council May 19, 2025 - Proposed Final Reading & Fiscal Plan - City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1st Reading and Public Hearing for the 116th Street Place LLC Property at 13042 E 116th St, Fishers, IN (ANX-25-2).
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance

Form Revised: 03/20/2019

ORDINANCE NO. 042125B
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City"), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 0.51 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the "Annexed Territory");

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around April 21, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

WHEREAS, on or around May 19, 2025, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the 116th Street Place LLC Property.

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

Section 1. **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.

Section 2. **Annexed Territory.** The real estate containing approximately 0.51 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the 116th Street Place LLC Property, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.

Section 2. **Council District.** The above-described real estate is hereby assigned to City Council District 4 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect June 19, 2025 and as provided by Indiana law.

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

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 19th day of May 2025.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA **042125B**

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 was delivered to City of Fishers Mayor Scott Fadness on the ___ day of _____ 2025, at _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

EXHIBIT A

Legal Description of Real Estate

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 220.01 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID HALF-QUARTER 131.80 FEET, 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 SAID 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 SOUTHWEST CORNER OF SAID SECTION, THENCE SOUTH 89 DEGREES 58 MINUTES 09 SECONDS EAST (ASSUMED BEARING) 1317.84 FEET ALONG THE SOUTH LINE OF SAID 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 HALF-QUARTER 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 NORTH 89 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, Fishers, IN 46037
Parcel No. 13-11-35-00-00-044.001

EXHIBIT B
Graphic Depiction of Real Estate

13042 E. 116th Street, Fishers, IN 46037
Parcel No. 13-11-35-00-00-044.001

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to approve a voluntary annexation of 9.15 acres, known as the Gerardot property. Subject site has a common address of 11052 Cumberland Road (Parcel No. 13-15-05-00-00-035.001, 13-15-05-00-00-034.001, 13-15-05-00-00-034.000). (ANX-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 #: 042125C		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 property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.

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

OPTIONS (Include *Deny Approval* Option)	1.	Hold First Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	

PROJECT TIMELINE	April 21, 2025 - Proposed 1st Reading & Public Hearing - City Council May 19, 2025 - Proposed Final Reading & Fiscal Plan - City Council
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1st Reading and Public Hearing for the Gerardot Properties at 10052 Cumberland Rd, Fishers, IN (ANX-25-3).
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance

Form Revised: 03/20/2019

ORDINANCE NO. 042125C
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City"), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 9.15 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the "Annexed Territory");

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around April 21, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

WHEREAS, on or around May 19, 2025, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the Gerardot Property.

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

Section 1. **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.

Section 2. **Annexed Territory.** The real estate containing approximately 9.15 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Gerardot Property, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.

Section 2. **Council District.** The above-described real estate is hereby assigned to City Council District 5 and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect June 19, 2025 and as provided by Indiana law.

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

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 19th day of May 2025.

COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA **042125C**

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 was delivered to City of Fishers Mayor Scott Fadness on the __21st_____ day of _April___ 2025, at _____ ____ m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____**April 21, 2025**_____
Scott A. Fadness, Mayor **DATE**

This instrument prepared by: Lindsey 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 Bennett

EXHIBIT A
Legal Description of Real Estate

AS-SURVEYED LAND DESCRIPTION

Part of the Southwest Quarter of Section 5, Township 17 North, Range 5 East of the Second Principal Meridian, in the City of Fishers, Fall Creek Township, Hamilton County, Indiana, based on an ALTA/NSPS Land Title Survey prepared by Michael G. Judt, Professional Surveyor Number 21500017, HWC Engineering Job Number 2024-356-S, more particularly described as follows:

COMMENCING at the northwest corner of said Southwest Quarter, marked by a Harrison monument; thence South 00 degrees 29 minutes 37 seconds West (grid bearing, Indiana State Plane – East Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said Southwest Quarter a distance of 71.80 feet; thence South 89 degrees 55 minutes 53 seconds East a distance of 40.00 feet to the east right-of-way of Cumberland Road, as described in Instrument Number 2022006638 in the Office of the Hamilton County Recorder, and the POINT OF BEGINNING, marked by a 5/8- inch rebar with yellow cap stamped "HWC ENGINEERING FIRM #0114"; thence South 00 degrees 29 minutes 37 seconds West along said east right-of-way a distance of 257.75 feet to the north line of Spyglass Hill, Section 4F, the plat of which is recorded in Plat Cabinet 1, Slide 404 as Instrument Number 9417841 in said Recorder's Office; thence South 89 degrees 49 minutes 14 seconds East along the north line of said Spyglass Hill, Section 4 and along the north line of Spyglass Hill, Section 4D, the plat of which is recorded in Plat Cabinet 1, Slide 398 as Instrument Number 9409211 in said Recorder's Office, a distance of 1280.21 feet to a southwest corner of Spyglass Hill, Section 4B, the plat of which is recorded in Plat Cabinet 1, Slide 391 as Instrument Number 9404480 in said Recorder's Office; thence North 00 degrees 14 minutes 46 seconds East along the west line of said Spyglass Hill, Section 4B a distance of 332.34 feet to the south line of Spyglass Falls, Section Two- A, the plat of which is recorded in Plat Cabinet 2, Slide 583 as Instrument Number 200100023816 in said Recorder's Office; thence North 89 degrees 58 minutes 15 seconds West along said south line; along the south line of Spyglass Falls, Section Three-A, the plat of which is recorded in Plat Cabinet 2, Slide 716 as Instrument Number 200100082796 in said Recorder's Office; and along the south line of Spyglass Falls, Section Three-B, the plat of which is recorded in Plat Cabinet 3, Slide 100 as Instrument Number 200200089394 in said Recorder's Office, and the westerly extension thereof, a distance of 888.43 feet; thence South 00 degrees 24 minutes 24 seconds West a distance of 71.50 feet; thence North 89 degrees 55 minutes 53 seconds West a distance of 390.47 feet to the POINT OF BEGINNING, containing 9.073 acres, more or less.

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

11052 Cumberland Rd, Fishers, IN 46037
Parcel Numbers:
13-15-05-00-00-034.000
13-15-05-00-00-034.001
13-15-05-00-00-035.001

EXHIBIT B
Graphic Depiction of Real Estate

11052 Cumberland Rd, Fishers, IN 46037
Parcel Numbers:
13-15-05-00-00-034.000
13-15-05-00-00-034.001
13-15-05-00-00-035.001

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to Create and Add Chapter 163, Home Rental Registration & Permitting Program, to the Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☒ 3rd Reading
	Ordinance #: 022425A		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: 08222017

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 Bennett	

BACKGROUND (Includes description, background, and justification)	For Council's review and approval is an addition to the Code of Ordinances, Chapter 163, Home Rental Registration & Permitting Program. This Ordinance requires owners of single-family homes and townhomes (as defined herein) that are let for occupancy as a rental unit to register the rental unit with the City and obtain a permit for the operation of the rental unit. This ordinance does not apply to short-term rentals and does not prohibit HOAs from adopting more restrictive requirements in their covenants. Several exemptions from this ordinance exist under the definition of Home Rental Unit and the ordinance would not apply in those circumstances. Beginning January 1, 2026, all single-family homes and townhomes that are let for occupancy within the City shall be registered and permitted. The registration shall serve as the application for permit and the permit will be granted as long as the owner has fully completed the registration and the owner or the property (1) is in compliance with all City ordinances, (2) is current on all City utilities, (3) has not been subject to more than 7 public safety calls for service, and (4) less than 10% of the homes in the subdivision where the home is located are registered and permitted as home rental units. Single-family homes and townhomes that are currently being leased have until December 31, 2025, to register their property and those rental units would not be subject to the 10% cap until those homes are sold in the future. Failure to register by December 31, 2025, will result in a $250 fine. Operating a home rental unit without a permit will result in a $1,000 fine for the first violation and $5,000 - $7,500 for the second and subsequent violations.

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

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Provide an alternative direction
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION	Hold 1st Reading

Form Revised: 08222017

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	Ordinance Exhibit A - Chapter 163

CHAPTER 163 HOME RENTAL REGISTRATION & PERMITTING PROGRAM

§ 163.01 PURPOSE AND APPLICABILITY.

(A) The Home Rental Registration & Permitting Program is adopted for the following purposes:

(1) To ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units;

(2) To facilitate enforcement of the City of Fishers Code of Ordinances Title XV;

(3) To protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown;

(4) To promote maintenance of homes and thereby ensure public health, safety and welfare; and

(5) To encourage home ownership and the social benefits it brings, including civic engagement, community investment, and improved health, as well as recognize that homeowners not only intend to maintain property, but to improve their property.

(B) The Home Rental Registration & Permitting Program applies to all home rental units located within the corporate boundaries of the City of Fishers. It does not apply to any property regulated as a "short term rental" property under Indiana Code §36-1-24-1 et seq. Nothing in this Chapter prevents a homeowner's association from enacting more restrictive requirements in its covenants.

§ 163.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BENEFICIAL OWNER. Any person, agent, or organization who, directly or indirectly (1) exercises substantial control over a home rental unit; or (2) owns or controls not less than 25% of the ownership interests of the owner or beneficial owner.

HOME RENTAL UNIT. A single-family home or townhome let for occupancy in entirety by an owner or beneficial owner. This definition does not include the following arrangements, unless the arrangements are created to avoid application of this chapter:

(1) Occupancy by the purchaser of a single-family home or townhome under a contract of sale, provided the contract for sale is properly recorded with the Hamilton County Recorder's Office;

(2) Occupancy in a rectory or parsonage by a person(s) generally assumed to occupy such a dwelling;

(3) Rental of a single-family home or townhome where the owner(s) resides in the single-family home or townhome and leases to individuals or a family while they are absent from the City of Fishers for short periods of time, not to exceed one year, and who

intends to return to their single-family home or townhome at the expiration of the lease period;

(4) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has been relocated by their employer in excess of fifty (50) miles from the location of the single-family home or townhome in the last year;

(5) Rental of a single-family home or townhome where the owner or owner(s) who resided in the single-family home or townhome are active members of the military and have been deployed;

(6) Rental of a single-family home or townhome where the owner(s) who resided in the single-family or townhome has experienced a death, divorce, transfer to assisted living or other life situation which has necessitated them to vacate the single-family home or townhome in the last year and they would experience an undue hardship if they sold the single-family home or townhome;

(7) Rental of a single-family home or townhome where the tenant is a legal dependent or parent of the owner(s) of the single-family home or townhome;

(8) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has, in the last year, listed the single-family home or townhome on the multiple listing service (MLS) for more than six (6) months and has been unable to sell the single-family home or townhome; and

(9) Rental of a single-family home or townhome that is located in a subdivision developed and built with the intention of all single-family homes or townhomes located in the subdivision being inhabited by a tenant and not an owner.

HOME RENTAL PERMIT. A permit, issued by the Director of the Department of Planning & Zoning or his or her designee under this chapter, authorizing the owner to let for occupancy a home rental unit.

LEGACY UNITS. Home rental units existing within a subdivision on or prior to the effective date of this ordinance for which the owner has submitted a complete initial registration by December 31, 2025.

LEGAL DEPENDENT. Natural born or adopted children, spouses, household members covered by conservatorship or guardianship or those other adults claimed on tax returns as legal dependents.

LET FOR OCCUPANCY. To permit, provide, or offer possession or occupancy of a single-family home or townhome by an owner or beneficial owner to a third party pursuant to a written or unwritten lease, agreement or license, or pursuant to an unrecorded contract for sale.

OWNER. Any person, agent, or organization having a legal interest in a single-family home or townhome; or recorded in the official records of the Hamilton County Recorder's Office as holding title to a single-family home or townhome; or otherwise having control of a single-

family home or townhome, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of a single-family home or townhome by a court. For the purposes of this chapter, a person with a lease hold interest or an unrecorded contract for sale shall not be considered an owner.

SINGLE-FAMILY HOME. A detached residential dwelling unit.

SUBDIVISION. A neighborhood or other similar residential development of ten (10) single-family homes or more, or ten (10) townhomes or more, that has been approved by the City of Fishers as a plat bearing the same name with different phases or as a Planned Unit Development, as shown on the Hamilton County, Indiana parcel card/property report under "Subdivision" or "Subdivision Name".

TENANCY AGREEMENT. All agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a home rental unit.

TENANT. Any person entitled to occupy a home rental unit under a tenancy agreement to the exclusion of others.

TOWNHOME. Any residential unit, including platted condominiums, designed for one family that shares one or more common walls with another similar residential unit and is located on its own lot, tract or parcel of real estate.

§ 163.03 REQUIREMENTS

No owner shall let for occupancy a home rental unit without first, in accordance with §163.04 and §163.05:

(A) Registering the home rental unit with the Department of Planning & Zoning; and

(B) Obtaining a home rental permit from the Department of Planning & Zoning.

§ 163.04 REGISTRATION OF HOME RENTAL UNITS

(A) An owner of a home rental unit shall register all home rental units. Registration of a home rental unit shall be effected by furnishing the Department of Planning & Zoning upon a form supplied by the Department of Planning & Zoning, the following information:

(1) Name(s) of all owner(s);

(2) Name(s) of all beneficial owner(s);

(3) Street address of owner(s);

(4) Phone number of owner(s);

(5) Email address of owner(s);

(6) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the owner(s) in regard to the home rental unit, including service of process;

(7) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental unit; and

(8) Whether the owner or single-family home or townhome:

(a) has been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
(b) is current on all City of Fishers utility invoices (sanitary sewer, trash, and stormwater); and
(c) has been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.

(9) Certification that, if the applicant receives a home rental unit permit, the single-family home or townhome will be in compliance with applicable Homeowners Association restrictive covenants regarding limitation on homes within the subdivision being let for occupancy, if any.

(B) By listing a street address of the owner(s) in the home rental unit registration, the owner(s) thereby consents to service of process at that address.

(C) Any owner(s) who does not reside in or have their principal place of business in Indiana shall designate and list an in-state agent under subsection (a)(6).

(D) The home rental unit registration form shall be signed by the owner(s) and not the owner's agent.

(E) Whenever an owner(s) or agent changes his contact information (mailing address, phone number or email address) it shall be his responsibility to provide the Department of Planning & Zoning with an updated home rental unit registration form. All updated registration forms shall be signed by the owner and not the owner's agent.

(F) Whenever ownership of the home rental unit changes and the new owner intends to let the unit for occupancy, the new owner shall re-register the unit with the Department of Planning & Zoning within thirty (30) days of obtaining title to the home rental unit. Each parcel of property on which a home rental unit is located requires a separate registration.

(G) All current owners shall submit an initial registration application for any and all existing home rental units by December 31, 2025. Thereafter, any owner shall have thirty days (30) days from obtaining ownership in a home rental unit, to register that home rental unit.

§ 163.05 HOME RENTAL UNIT PERMITS

(A) The Department of Planning & Zoning shall treat a home rental unit registration form as an application for a home rental unit permit.

(B) The Department of Planning & Zoning shall issue a home unit rental permit to the home rental unit's owner(s) if and only if all of the following criteria are satisfied:

(1) The home rental unit registration form contains all of the information required by §163.04.

(2) The owner or single-family home or townhome:

(a) has not been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
(b) is current on all City utility invoices (sanitary sewer, trash, and stormwater); and
(c) has not been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.

If the owner or property has been found in violation of (B)(2)(a)-(c), the Director of Department of Planning & Zoning may determine in his or her discretion that the public interest nevertheless supports issuing a home rental unit permit.

(3) At the time the home rental unit permit would be issued, less than ten percent (10%) of the single-family homes or townhomes in the subdivision are registered and permitted as home rental units.

(1) Section (B)(3) shall not apply to Legacy Units as defined in this chapter but shall apply to any home rental unit registered after December 31, 2025.

(2) If a Legacy Unit is registered by December 31, 2025, and the registration satisfies the requirements of §163.04, the Legacy Unit shall be issued a home rental unit permit even if it results in the subdivision having more than ten percent (10%) home rental units. However, beginning January 1, 2026, no additional home rental unit permits shall be issued for a single-family home or townhome within the subdivision until the subdivision is in compliance with Section (B)(3) (has less than ten percent (10%) home rental units). Once the subdivision has less than ten percent (10%) home rental units, home rental unit permits shall become available up to the ten percent (10%) threshold set forth in Section (B)(3).

(C) A rental unit permit shall not expire until the ownership of a home rental unit changes. If the ownership of the home rental unit changes, the new owner may apply for a new home rental unit permit.

(D) Home rental unit permits may not be sold, transferred, or otherwise alienated.

(E) The Department of Planning & Zoning shall not charge a fee to obtain a home rental unit permit.

(F) A denial of home rental unit permit may be appealed under §163.99.

§ 163.06 REVOCATION OF HOME RENTAL UNIT PERMIT

A home rental unit permit may be revoked under the following circumstances:

A. Failure to correct violations within the time specified in a Notice of Violation issued pursuant to this chapter;
B. Any other violation of Title XV of the Fishers Municipal Code;
C. Continued delinquency of City utility bills; or
D. Any specific provisions of the city ordinances that place undue burden on public safety resources (i.e. more than seven (7) calls for service to public safety).
E. The home rental unit is not in compliance with the subdivision Homeowner Association restrictive covenants' as required by §163.04(A)(9).

The Director of Planning & Zoning may send evidence of §163.06 to the City's Law Department and the City Law Department may bring an action in the name of the City of Fishers in Fishers City Court or in Superior or Circuit Court of Hamilton County to revoke a home rental unit permit.

§ 163.99 PENALTIES AND REMEDIES

(A) Beginning January 1, 2026, any owner who fails to register a home rental unit or provides false or incomplete information on the home rental unit registration form in violation of §163.04 commits a civil violation and shall pay to the City a civil monetary fine in the amount of $250.

(B) Any owner who lets for occupancy a home rental unit in violation of §163.05 commits a civil violation and shall submit their tenancy agreement to the City and pay to the City a civil monetary fine in the amounts as follows:

(1) First violation - $1,000.

(2) Second and subsequent violation – not less than $5,000 nor more than $7,500.

(C) A violation continues to exist until corrected and verified by the Director of the Department of Planning & Zoning. Correction includes, but is not limited to any or a combination of:

(1) Cessation of an unlawful practice;

(2) Remediation of a violation;

(3) Payment of fees or fines;

(4) Vacancy of a home rental unit; and

(5) Other remedy acceptable to the city.

(D) The Director of the Department of Planning & Zoning may issue a Notice of Violation to any owner who commits a civil violation under this Chapter. The Notice of Violation may be served by personal service, by certified mail or by placement in a conspicuous place on the home

rental unit. If personal service is made, said official will, in a conspicuous manner, wear on his or her person identification of his or her employment with the City.

(E) The Notice of Violation shall serve as notice to the owner that the owner has committed a civil violation and shall include:

(1) The date of issuance;

(2) The name of the owner charged and the address of the home rental unit with respect to which the violation occurred;

(3) The civil monetary fine the City will impose for the violation and where the fine may be paid;

(4) The remedy or combination of remedies pursuant to subsection (C) and the date on which the owner shall complete the remedial action;

(5) Contact information for the Department of Planning & Zoning; and

(6) How to appeal the Notice of Violation.

(F) A Notice of Violation or a denial of a home rental unit permit may be appealed to the City of Fishers City Court within ten (10) days of receipt of the Notice of Violation or denial of home rental unit permit.

(G) If the owner does not timely file an appeal, complete corrective action, or pay the fine by the date set forth in the Notice of Violation, the Director of Planning & Zoning shall send the Notice of Violation and all supporting documentation to the head of the City of Fishers Law Department. The head of the City of Fishers Law Department shall in the name of the City of Fishers bring an enforcement action in the Fishers City Court or in the Circuit or Superior Courts of Hamilton County, for civil monetary fines and penalties and/or mandatory and injunctive relief in the enforcement of and to secure compliance with this chapter. Any such action may be joined with an action to enforce any other ordinance.

(H) An owner found to be in violation may be enjoined from letting the home rental unit for occupancy and is further liable for all civil monetary fines, court costs, and fees. No costs may be assessed against the City in any such action.

(I) Seeking civil penalties as authorized in this section does not preclude the City from seeking alternative relief from the Court in the same action or any other remedy in a separate action. The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

(J) If an owner fails to pay the civil monetary penalty or violates the terms of any other order imposed by the court, the failure shall be punishable as contempt of court.

ORDINANCE NO. 022425A

AN ORDINANCE OF THE CITY OF FISHERS, INDIANA CREATING AND ADDING CHAPTER 163 OF THE FISHERS CODE OF ORDINANCES (HOME RENTAL REGISTRATION & PERMITTING PROGRAM)

WHEREAS, the City of Fishers, Indiana ("City") is a smart, vibrant, entrepreneurial community and, due to the City's intentional planning, initiatives and efforts to regulate property usage and maintenance as well as public safety, is consistently listed by third party national publications as a "Best Place to Live" and one of the "Safest Cities in the United States";

WHEREAS, the City has a significant interest in and desires: (1) to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units; (2) to facilitate enforcement of the City of Fishers Code of Ordinances Title XV; (3) to protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown; (4) to promote maintenance of homes and thereby ensure public health, safety and welfare; and (5) to encourage home ownership and the social benefits it brings, including civic engagement, community investment, and improved health;

WHEREAS, the City has thoughtfully and intentionally planned and identified locations for multi-family and other rental homes in locations across the City that are sustainable and desirable, as shown in its 2040 Comprehensive Plan;

WHEREAS, as found in the City's 2022 housing study, the City has seen an increase in single-family homes being purchased and used as rental units and so the City recognizes the need for an organized residential rental registration program for home rental units within the City to provide an efficient and timely system of communication regarding code enforcement, fire and safety, and law enforcement for the health, safety, and welfare of all residents of the City;

WHEREAS, the City desires regulations to advance legitimate public purposes designed to protect the overall public health, safety and welfare of the City by requiring registration and permitting of home rental units;

WHEREAS, Ind. Code §36-1-20-1 *et seq*. empowers the City to adopt requirements regarding registration and permitting of rental housing with only two limitations (1) no fees for such permits and (2) no permit renewal requirements until there is a change of ownership of the property;

WHEREAS, the Common Council of the City of Fishers ("Council") desires to adopt an ordinance in accordance with Ind. Code §36-1-20-1 *et seq*. and desires to implement enforcement measures and penalties to encourage compliance with the Home Rental Registration & Permitting Program; and

WHEREAS, the Council desires to create Chapter 163, Home Rental Registration & Permitting Program, attached hereto and incorporated here as Exhibit A, and add the Home Rental Registration & Permitting Program to the City of Fishers Code of Ordinances.

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

Section 1. Chapter 163, Home Rental Registration & Permitting Program, is hereby created as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 3. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this ___ day of _____, 2025.

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

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

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

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey M. Bennett

ORDINANCE NO. 022425A

AN ORDINANCE OF THE CITY OF FISHERS, INDIANA CREATING AND ADDING CHAPTER 163 OF THE FISHERS CODE OF ORDINANCES (HOME RENTAL REGISTRATION & PERMITTING PROGRAM)

WHEREAS, the City of Fishers, Indiana ("City") is a smart, vibrant, entrepreneurial community and, due to the City's intentional planning, initiatives and efforts to regulate property usage and maintenance as well as public safety, is consistently listed by third party national publications as a "Best Place to Live" and one of the "Safest Cities in the United States";

WHEREAS, the City has a significant interest in and desires: (1) to ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units; (2) to facilitate enforcement of the City of Fishers Code of Ordinances Title XV; (3) to protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown; (4) to promote maintenance of homes and thereby ensure public health, safety and welfare; and (5) to encourage home ownership and the social benefits it brings, including civic engagement, community investment, and improved health;

WHEREAS, the City has thoughtfully and intentionally planned and identified locations for multi-family and other rental homes in locations across the City that are sustainable and desirable, as shown in its 2040 Comprehensive Plan;

WHEREAS, as found in the City's 2022 housing study, the City has seen an increase in single-family homes being purchased and used as rental units and so the City recognizes the need for an organized residential rental registration program for home rental units within the City to provide an efficient and timely system of communication regarding code enforcement, fire and safety, and law enforcement for the health, safety, and welfare of all residents of the City;

WHEREAS, the City desires regulations to advance legitimate public purposes designed to protect the overall public health, safety and welfare of the City by requiring registration and permitting of home rental units;

WHEREAS, Ind. Code §36-1-20-1 *et seq*. empowers the City to adopt requirements regarding registration and permitting of rental housing with only two limitations (1) no fees for such permits and (2) no permit renewal requirements until there is a change of ownership of the property;

WHEREAS, the Common Council of the City of Fishers ("Council") desires to adopt an ordinance in accordance with Ind. Code §36-1-20-1 *et seq*. and desires to implement enforcement measures and penalties to encourage compliance with the Home Rental Registration & Permitting Program; and

WHEREAS, the Council desires to create Chapter 163, Home Rental Registration & Permitting Program, attached hereto and incorporated here as Exhibit A, and add the Home Rental Registration & Permitting Program to the City of Fishers Code of Ordinances.

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

Section 1. Chapter 163, Home Rental Registration & Permitting Program, is hereby created as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 3. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this 21st day of April, 2025.

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

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

022425A

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___21st__ day of____April___**2025** at 8:40 p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

CITY OF FISHERS SEAL INDIANA

MAYOR'S APPROVAL

_____ ____**April 21, 2025**_____
Scott A. Fadness, Mayor **DATE**

MAYOR'S VETO

_____ _____
Scott A. Fadness, Mayor **DATE**

This instrument is 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

CHAPTER 163 HOME RENTAL REGISTRATION & PERMITTING PROGRAM

§ 163.01 PURPOSE AND APPLICABILITY.

(A) The Home Rental Registration & Permitting Program is adopted for the following purposes:

(1) To ensure public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of homes used as rental units;

(2) To facilitate enforcement of the City of Fishers Code of Ordinances Title XV;

(3) To protect the character, stability and vibrancy of the City of Fishers, particularly its residential neighborhoods and its downtown;

(4) To promote maintenance of homes and thereby ensure public health, safety and welfare; and

(5) To encourage home ownership and the social benefits it brings, including civic engagement, community investment, and improved health, as well as recognize that homeowners not only intend to maintain property, but to improve their property.

(B) The Home Rental Registration & Permitting Program applies to all home rental units located within the corporate boundaries of the City of Fishers. It does not apply to any property regulated as a "short term rental" property under Indiana Code §36-1-24-1 et seq. Nothing in this Chapter prevents a homeowner's association from enacting more restrictive requirements in its covenants.

§ 163.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BENEFICIAL OWNER. Any person, agent, or organization who, directly or indirectly (1) exercises substantial control over a home rental unit; or (2) owns or controls not less than 25% of the ownership interests of the owner or beneficial owner.

HOME RENTAL UNIT. A single-family home or townhome let for occupancy in entirety by an owner or beneficial owner. This definition does not include the following arrangements, unless the arrangements are created to avoid application of this chapter:

(1) Occupancy by the purchaser of a single-family home or townhome under a contract of sale, provided the contract for sale is properly recorded with the Hamilton County Recorder's Office;

(2) Occupancy in a rectory or parsonage by a person(s) generally assumed to occupy such a dwelling;

(3) Rental of a single-family home or townhome where the owner(s) resides in the single-family home or townhome and leases to individuals or a family while they are absent from the City of Fishers for short periods of time, not to exceed one year, and who

intends to return to their single-family home or townhome at the expiration of the lease period;

(4) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has been relocated by their employer in excess of fifty (50) miles from the location of the single-family home or townhome in the last year;

(5) Rental of a single-family home or townhome where the owner or owner(s) who resided in the single-family home or townhome are active members of the military and have been deployed;

(6) Rental of a single-family home or townhome where the owner(s) who resided in the single-family or townhome has experienced a death, divorce, transfer to assisted living or other life situation which has necessitated them to vacate the single-family home or townhome in the last year and they would experience an undue hardship if they sold the single-family home or townhome;

(7) Rental of a single-family home or townhome where the tenant is a legal dependent or parent of the owner(s) of the single-family home or townhome;

(8) Rental of a single-family home or townhome where the owner(s) who resided in the single-family home or townhome has, in the last year, listed the single-family home or townhome on the multiple listing service (MLS) for more than six (6) months and has been unable to sell the single-family home or townhome; and

(9) Rental of a single-family home or townhome that is located in a subdivision developed and built with the intention of all single-family homes or townhomes located in the subdivision being inhabited by a tenant and not an owner.

HOME RENTAL PERMIT. A permit, issued by the Director of the Department of Planning & Zoning or his or her designee under this chapter, authorizing the owner to let for occupancy a home rental unit.

LEGACY UNITS. Home rental units existing within a subdivision on or prior to the effective date of this ordinance for which the owner has submitted a complete initial registration by December 31, 2025.

LEGAL DEPENDENT. Natural born or adopted children, spouses, household members covered by conservatorship or guardianship or those other adults claimed on tax returns as legal dependents.

LET FOR OCCUPANCY. To permit, provide, or offer possession or occupancy of a single-family home or townhome by an owner or beneficial owner to a third party pursuant to a written or unwritten lease, agreement or license, or pursuant to an unrecorded contract for sale.

OWNER. Any person, agent, or organization having a legal interest in a single-family home or townhome; or recorded in the official records of the Hamilton County Recorder's Office as holding title to a single-family home or townhome; or otherwise having control of a single-

family home or townhome, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of a single-family home or townhome by a court. For the purposes of this chapter, a person with a lease hold interest or an unrecorded contract for sale shall not be considered an owner.

SINGLE-FAMILY HOME. A detached residential dwelling unit.

SUBDIVISION. A neighborhood or other similar residential development of ten (10) single-family homes or more, or ten (10) townhomes or more, that has been approved by the City of Fishers as a plat bearing the same name with different phases or as a Planned Unit Development, as shown on the Hamilton County, Indiana parcel card/property report under "Subdivision" or "Subdivision Name".

TENANCY AGREEMENT. All agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a home rental unit.

TENANT. Any person entitled to occupy a home rental unit under a tenancy agreement to the exclusion of others.

TOWNHOME. Any residential unit, including platted condominiums, designed for one family that shares one or more common walls with another similar residential unit and is located on its own lot, tract or parcel of real estate.

§ 163.03 REQUIREMENTS

No owner shall let for occupancy a home rental unit without first, in accordance with §163.04 and §163.05:

(A) Registering the home rental unit with the Department of Planning & Zoning; and

(B) Obtaining a home rental permit from the Department of Planning & Zoning.

§ 163.04 REGISTRATION OF HOME RENTAL UNITS

(A) An owner of a home rental unit shall register all home rental units. Registration of a home rental unit shall be effected by furnishing the Department of Planning & Zoning upon a form supplied by the Department of Planning & Zoning, the following information:

(1) Name(s) of all owner(s);

(2) Name(s) of all beneficial owner(s);

(3) Street address of owner(s);

(4) Phone number of owner(s);

(5) Email address of owner(s);

(6) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the owner(s) in regard to the home rental unit, including service of process;

(7) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental unit; and

(8) Whether the owner or single-family home or townhome:

(a) has been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
(b) is current on all City of Fishers utility invoices (sanitary sewer, trash, and stormwater); and
(c) has been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.

(9) Certification that, if the applicant receives a home rental unit permit, the single-family home or townhome will be in compliance with applicable Homeowners Association restrictive covenants regarding limitation on homes within the subdivision being let for occupancy, if any.

(B) By listing a street address of the owner(s) in the home rental unit registration, the owner(s) thereby consents to service of process at that address.

(C) Any owner(s) who does not reside in or have their principal place of business in Indiana shall designate and list an in-state agent under subsection (a)(6).

(D) The home rental unit registration form shall be signed by the owner(s) and not the owner's agent.

(E) Whenever an owner(s) or agent changes his contact information (mailing address, phone number or email address) it shall be his responsibility to provide the Department of Planning & Zoning with an updated home rental unit registration form. All updated registration forms shall be signed by the owner and not the owner's agent.

(F) Whenever ownership of the home rental unit changes and the new owner intends to let the unit for occupancy, the new owner shall re-register the unit with the Department of Planning & Zoning within thirty (30) days of obtaining title to the home rental unit. Each parcel of property on which a home rental unit is located requires a separate registration.

(G) All current owners shall submit an initial registration application for any and all existing home rental units by December 31, 2025. Thereafter, any owner shall have thirty days (30) days from obtaining ownership in a home rental unit, to register that home rental unit.

§ 163.05 HOME RENTAL UNIT PERMITS

(A) The Department of Planning & Zoning shall treat a home rental unit registration form as an application for a home rental unit permit.

(B) The Department of Planning & Zoning shall issue a home unit rental permit to the home rental unit's owner(s) if and only if all of the following criteria are satisfied:

(1) The home rental unit registration form contains all of the information required by §163.04.

(2) The owner or single-family home or townhome:

(a) has not been cited for violation of any requirement imposed by Title XV of the Fishers Municipal Code, including this chapter;
(b) is current on all City utility invoices (sanitary sewer, trash, and stormwater); and
(c) has not been the subject of more than seven (7) public safety calls for service, as defined by §100.02 of the Fishers Municipal Code.

If the owner or property has been found in violation of (B)(2)(a)-(c), the Director of Department of Planning & Zoning may determine in his or her discretion that the public interest nevertheless supports issuing a home rental unit permit.

(3) At the time the home rental unit permit would be issued, less than ten percent (10%) of the single-family homes or townhomes in the subdivision are registered and permitted as home rental units.

(1) Section (B)(3) shall not apply to Legacy Units as defined in this chapter but shall apply to any home rental unit registered after December 31, 2025.

(2) If a Legacy Unit is registered by December 31, 2025, and the registration satisfies the requirements of §163.04, the Legacy Unit shall be issued a home rental unit permit even if it results in the subdivision having more than ten percent (10%) home rental units. However, beginning January 1, 2026, no additional home rental unit permits shall be issued for a single-family home or townhome within the subdivision until the subdivision is in compliance with Section (B)(3) (has less than ten percent (10%) home rental units). Once the subdivision has less than ten percent (10%) home rental units, home rental unit permits shall become available up to the ten percent (10%) threshold set forth in Section (B)(3).

(C) A rental unit permit shall not expire until the ownership of a home rental unit changes. If the ownership of the home rental unit changes, the new owner may apply for a new home rental unit permit.

(D) Home rental unit permits may not be sold, transferred, or otherwise alienated.

(E) The Department of Planning & Zoning shall not charge a fee to obtain a home rental unit permit.

(F) A denial of home rental unit permit may be appealed under §163.99.

§ 163.06 REVOCATION OF HOME RENTAL UNIT PERMIT

A home rental unit permit may be revoked under the following circumstances:

A. Failure to correct violations within the time specified in a Notice of Violation issued pursuant to this chapter;
B. Any other violation of Title XV of the Fishers Municipal Code;
C. Continued delinquency of City utility bills; or
D. Any specific provisions of the city ordinances that place undue burden on public safety resources (i.e. more than seven (7) calls for service to public safety).
E. The home rental unit is not in compliance with the subdivision Homeowner Association restrictive covenants' as required by §163.04(A)(9).

The Director of Planning & Zoning may send evidence of §163.06 to the City's Law Department and the City Law Department may bring an action in the name of the City of Fishers in Fishers City Court or in Superior or Circuit Court of Hamilton County to revoke a home rental unit permit.

§ 163.99 PENALTIES AND REMEDIES

(A) Beginning January 1, 2026, any owner who fails to register a home rental unit or provides false or incomplete information on the home rental unit registration form in violation of §163.04 commits a civil violation and shall pay to the City a civil monetary fine in the amount of $250.

(B) Any owner who lets for occupancy a home rental unit in violation of §163.05 commits a civil violation and shall submit their tenancy agreement to the City and pay to the City a civil monetary fine in the amounts as follows:

(1) First violation - $1,000.

(2) Second and subsequent violation – not less than $5,000 nor more than $7,500.

(C) A violation continues to exist until corrected and verified by the Director of the Department of Planning & Zoning. Correction includes, but is not limited to any or a combination of:

(1) Cessation of an unlawful practice;

(2) Remediation of a violation;

(3) Payment of fees or fines;

(4) Vacancy of a home rental unit; and

(5) Other remedy acceptable to the city.

(D) The Director of the Department of Planning & Zoning may issue a Notice of Violation to any owner who commits a civil violation under this Chapter. The Notice of Violation may be served by personal service, by certified mail or by placement in a conspicuous place on the home

rental unit. If personal service is made, said official will, in a conspicuous manner, wear on his or her person identification of his or her employment with the City.

(E) The Notice of Violation shall serve as notice to the owner that the owner has committed a civil violation and shall include:

(1) The date of issuance;

(2) The name of the owner charged and the address of the home rental unit with respect to which the violation occurred;

(3) The civil monetary fine the City will impose for the violation and where the fine may be paid;

(4) The remedy or combination of remedies pursuant to subsection (C) and the date on which the owner shall complete the remedial action;

(5) Contact information for the Department of Planning & Zoning; and

(6) How to appeal the Notice of Violation.

(F) A Notice of Violation or a denial of a home rental unit permit may be appealed to the City of Fishers City Court within ten (10) days of receipt of the Notice of Violation or denial of home rental unit permit.

(G) If the owner does not timely file an appeal, complete corrective action, or pay the fine by the date set forth in the Notice of Violation, the Director of Planning & Zoning shall send the Notice of Violation and all supporting documentation to the head of the City of Fishers Law Department. The head of the City of Fishers Law Department shall in the name of the City of Fishers bring an enforcement action in the Fishers City Court or in the Circuit or Superior Courts of Hamilton County, for civil monetary fines and penalties and/or mandatory and injunctive relief in the enforcement of and to secure compliance with this chapter. Any such action may be joined with an action to enforce any other ordinance.

(H) An owner found to be in violation may be enjoined from letting the home rental unit for occupancy and is further liable for all civil monetary fines, court costs, and fees. No costs may be assessed against the City in any such action.

(I) Seeking civil penalties as authorized in this section does not preclude the City from seeking alternative relief from the Court in the same action or any other remedy in a separate action. The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

(J) If an owner fails to pay the civil monetary penalty or violates the terms of any other order imposed by the court, the failure shall be punishable as contempt of court.

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to Create and Add Chapter 163, Home Rental Registration & Permitting Program, to the Fishers Code of Ordinances			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff Department:			
MEETING TYPE	☐Work Session ☐Executive	☒Regular	☐Special	☐Retreat
AGENDA CLASSIFICATION	☐Consent	☒Ordinance	☐Resolution	☐Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒1st Reading	☐2nd Reading	☐Public Hearing	☒ 3rd Reading
	Ordinance #: 022425A		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: 08222017

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 Bennett	

BACKGROUND (Includes description, background, and justification)	For Council's review and approval is an addition to the Code of Ordinances, Chapter 163, Home Rental Registration & Permitting Program. This Ordinance requires owners of single-family homes and townhomes (as defined herein) that are let for occupancy as a rental unit to register the rental unit with the City and obtain a permit for the operation of the rental unit. This ordinance does not apply to short-term rentals and does not prohibit HOAs from adopting more restrictive requirements in their covenants. Several exemptions from this ordinance exist under the definition of Home Rental Unit and the ordinance would not apply in those circumstances. Beginning January 1, 2026, all single-family homes and townhomes that are let for occupancy within the City shall be registered and permitted. The registration shall serve as the application for permit and the permit will be granted as long as the owner has fully completed the registration and the owner or the property (1) is in compliance with all City ordinances, (2) is current on all City utilities, (3) has not been subject to more than 7 public safety calls for service, and (4) less than 10% of the homes in the subdivision where the home is located are registered and permitted as home rental units. Single-family homes and townhomes that are currently being leased have until December 31, 2025, to register their property and those rental units would not be subject to the 10% cap until those homes are sold in the future. Failure to register by December 31, 2025, will result in a $250 fine. Operating a home rental unit without a permit will result in a $1,000 fine for the first violation and $5,000 - $7,500 for the second and subsequent violations.

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

OPTIONS (Include *Deny Approval* Option)	1.	Hold 1st Reading
	2.	Provide an alternative direction
	3.	
	4.	

PROJECT TIMELINE	
STAFF RECOMMENDATION	Hold 1st Reading

Form Revised: 08222017

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	Ordinance Exhibit A - Chapter 163

Council Action Form

MEETING DATE	April 21, 2025			
TITLE	Request to Approve an Amendment to Chapter 180 of the City of Fishers Code of Ordinances (Health Department Fees)			
SUBMITTED BY	Name & Title: Monica Heltz, Health Department Director 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 #: 042125E		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 of Fishers requires pool operators to have a Certified Pool Operator (CPO) license. The Health Department is now certified and authorized to offer a CPO program to gain that license. As part of the agreement with the owner of the CPO program, the Health Department may not charge less than $350 for the program and any recertifications. This ordinance adds that fee to the Health Department Fee Schedule so that they may charge for the CPO program.	

	Budgeted $:	N/A
	Expenditure $:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	

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

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

Form Revised: 03/20/2019

ORDINANCE NO. 042125E

AN ORDINANCE OF THE CITY OF FISHERS, INDIANA AMENDING CHAPTER 180, MISCELLANEOUS FEES OF THE HEALTH DEPARTMENT, OF THE FISHERS CODE OF ORDINANCES

WHEREAS, the City of Fishers ("Fishers") created a public Health Department ("Health Department") in 2020 to protect and promote the health and wellbeing of the Fishers community and to provide certain personal health services, community classes and education to Fishers residents;

WHEREAS, Section 171.06 of the Fishers Code of Ordinances requires a person in charge of a swimming pool to participate in a certified pool operator's course or pass a test administered by the Health Department in order to demonstrate the requisite knowledge of operations prior to the issuance of a license to operate a swimming pool;

WHEREAS, the Health Department is now authorized by the Pool & Hot Tub Alliance to offer a certified pool operator's program ("CPO Program");

WHEREAS, in order to administer the CPO Program, the Pool & Hot Tub Alliance requires the Health Department to charge not less than $350 for the CPO Program;

WHEREAS, City of Fishers Code of Ordinances Chapter 180, Schedule D, Health Education, Promotion, and Training, provides for a schedule of fees charged by the Health Department for certain education and training; and

WHEREAS, the Health Department desires to add the CPO Program fee to the schedule of fees in Chapter 180, Schedule D, Health Education, Promotion, and Training.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

Section 1. Chapter 180, Schedule D is hereby amended to add language as follows:

(D) **Schedule D: Health Education, Promotion, and Training**

Certified Pool Operator's Program (includes materials)	$350
Certified Pool Operator's Program Recertification (includes materials)	$350

Section 2. All other fees and provisions of Fishers' ordinances or policies 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 publication in accordance with Indiana law.

ALL OF WHICH IS ORDAINED by the Common Council of Fishers, Indiana, this 21st day of April, 2025.

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

042125E

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 ___21st_____ day of ___April_____**2025** at _____p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

_____ _____**April 21, 2025**_____
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

Form Name:	Public Meeting Comment Form
Submission Time:	April 17, 2025 3:50 pm
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	149.154.20.26
Unique ID:	1335977138
Location:	39.9564, -85.9651

Name	Henry Swick
Address	10184 Night Hawk Dr Fishers, IN 46037
Email	weamjnj.js@gmail.com
Subdivision or business name	Fox Run
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	Safe streets and trails plan
Comment	I personally am really exited for this plan and what it could bring for the future of the city, however communication about this project and the timeline have been lacking. On the page for this project it states that a draft plan was going to be made and presented in march however this did not occur. I understand projects like this require time and effort to plan and write up but it would be nice to receive feedback about the timeline of when we should expect the report to be presented.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	April 20, 2025 7:52 pm
Browser:	Mobile Safari 17.6 / iOS
IP Address:	104.28.57.250
Unique ID:	1336622950
Location:	41.0641, -73.548

Name	Calvin Colby
Address	13325 White Granite Drive Unit 1000 Fishers , IN 46038
Subdivision or business name	Limestone Springs
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A

Comment

Disclosure on who I am: My girlfriend and I live in a condo that she owns in Limestone Springs and I just bought a house that we are going to move into at the beginning of May and our plan has always been to hold onto the condo and rent it out.

Here are my issues with the bill:

1. It says it is meant to target corporate investors but there is nothing in the bill that mentions them. If it was written as no more than 10% of each neighborhood can be owned by corporate investors then I would be more inclined to believe it's intended to prevent corporate ownership of neighborhoods. As written, it feels like the goal is more to limit renters, who are often poorer, than it is about corporate ownership. My girlfriend and I have worked hard to get to the point where we can diversify our income by having a rental property, but we aren't corporate investors, so I'm not sure why we are being targeted in this bill.

2. It's government overreach to tell us what we can or can't do with our properties after we already bought them. If it was designed to take effect only in new neighborhoods, at least people would know what they were getting into before buying.

3. The approach the city council has taken is anti-democratic. Rental caps aren't new, neighborhood HOAs can enact them, but they either need to be present in the bylaws before you buy or a referendum needs to be called so everyone in the neighborhood gets to vote on it. The mayor and the city council have not provided a referendum on the issue and they did not mention this when they ran for office. Considering how disruptive this issue could be to your constituents assets, you should at least run on the issue and let the voters decide.

4. The fact the 10% cap is universally applied and doesn't differ depending on the type of neighborhood doesn't make any sense. Neighborhoods that are primarily apartments and condominiums shouldn't have the same cap as single-family homes since the pool of people who would prefer to purchase a condo or apartment over a single-family home is very small. Many people view renting those types of properties as a cheaper way to save up to buy single-family homes. And there's a very good chance that the rental cap will decrease demand for these types of properties and impact the eventual sales price that we could get for our condo. If you start to see values of condos and apartments go down and value of single-family homes go up next year, you're liable to get the city sued for damages and end up in a long legal fight over the cap.

5. Why bother with this? Fishers is an incredibly successful city

that has seen tremendous growth over the last 30 years. It seems like a case of trying to fix something that isn't broken and when governments get involved in housing markets it oftentimes leads to distortionary effects that were unintended and are undesirable. The city is doing well, so it isn't clear to me why this untested policy is even being considered.

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 10:17 am
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	104.225.213.112
Unique ID:	1336714007
Location:	39.4815, -86.0615

Name	Gregory Troyer
Address	13423 Nottingham Road Fishers, IN 46038
Email	gltroyer413@gmail.com
Subdivision or business name	Cottingham Estates
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program
Comment	Vote YES! for the proposed 022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program Proposals address many issues and are definitely a reasonable compromise to continue the existence of a strong Fishers community filled with excellent neighborhoods while protecting homeowners property values. Both families and individuals living n Fishers have enjoyed a great place to live and enjoy the benefits of a great community for many decades. Our next generations are hoping for the same. Vote YES! to ensure Fisher's awesome quality of life will continue for many more decades Thank you.

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:09 am
Browser:	Mobile Safari 18.3.1 / iOS
IP Address:	208.38.250.191
Unique ID:	1336732518
Location:	40.0365, -86.1339

Name	Mary Larimore
Address	10822 Turne Grv Fishers, IN 46037
Email	marynoldlarimore@gmail.com
Subdivision or business name	Hamilton Proper
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	ordinance no 022425A
Comment	Our family is in support of this ordinance and applauds the city council for addressing the problem. The problem young people face in purchasing their first home is exacerbated by the competition from out of state investors and investors backed by large amounts of capital such that they can offer full cash, quick closings, no need for appraisals and even moving assistance. We know this because we have owner a small ranch home in Carmel for probably over 15 years and continue to be hounded by out of state companies trying to buy it. We get repeated text messages, mailings with pictures of our home, and large brochures outlining the lack of need for realtors or appraisals. Whether in the end an offer would be 'better' than a traditional sale is speculative. But it is clear to me that if we want younger generations to be in a position to buy their first home in this beautiful city , we owe it to them to try an innovative initiative to ensure our neighborhoods of single family homes are accessible to ownership by people without capital to pay cash and without relentless pursuit of current homeowners with marketing strategies funded by institutional imvestors. I would also note my objection to the 4 page advertisement in Current opposing this ordinance as very misleading. It does not describe in an accurate way the neighborhood cap on rentals, describes the ordinance as a housing cap, and completely omits the word rental from the ad. Hoosier Homeowners Alliance lacks credibility with this misleading ad. We hope that you pass this innovative ordinance.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:25 am
Browser:	Chrome Mobile 135.0.0.0 / Android
IP Address:	68.38.113.100
Unique ID:	1336738617
Location:	41.0491, -85.1514

Name	Lana Hayes
Address	10382 Sun Gold Ct Fishers , IN 46037
Email	Lanaaog1212@hotmail.com
Subdivision or business name	Cumberland Woods
Please select the meeting to which you would like to submit a public comment	City Council Town Hall Building Corporation
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	Corporate Rental Properties
Comment	Hello Mayor and City Councils, I am all for the cap on corporate rental takeover in this city but for Corporate companies only. I am not for that cap on actual homeowners that own there homes. We should freely be able to rent out our homes whenever we like but the greed of the corporate ownership of so many homes, absolutely not. Please please consider the actual homeowners in this particular situation as this may cause potential issues in the future for original residents/owners. Thank you, Lana Hayes

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:33 am
Browser:	Firefox 137.0 / OS X
IP Address:	149.154.20.72
Unique ID:	1336742577
Location:	39.9564, -85.9651

Name	Ross Reinhardt
Address	7704 Creekside Ct. Fishers, IN 46038
Subdivision or business name	Sunblest
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A

Comment

I'm writing to ask that you oppose the proposed rental cap.

The cap is too broad in its effect and will further restrict a type of housing at a time when we need to do just the opposite in order to ensure an adequate supply of reasonably priced housing. In my neighborhood specifically (Sunblest), we're already at the cap so it would effectively take away my option to rent my property. If we want young families, our kids, and anyone else that wants to live in Fishers to be able to find a home, we need to adopt policies that will boost the supply of housing and hold landlords accountable.

In the short term, let's implement the rental registry (without the cap) to
provide better information on Fishers housing situation and to provide another
tool to help hold landlords accountable to their tenants and investment in our
community. Perhaps revoking a permit could be used to help remedy a negligent
landlord situation. If institutional investors become an issue again, we'll be
prepared and can take action.

Long term, let's focus on policies that will increase housing supply to meet demand. If housing is plentiful in our community, then we won't need to restrict a certain type such as rentals; there will be enough housing of all types! A constrained supply makes a more attractive investment for institutional investors, so increasing supply helps us de-incentivize large institutional investors in the future. Fishers has a relatively fixed land area, and we value our farms and open spaces, so we should adopt policies that allow building forms and transportation that will use the space we have most efficiently. Here are three policies we should adopt to this end:

Remove restrictive single family zoning
Cities need the flexibility to grow and change with their inhabitants. Single family zoning locks the community into a specific form of housing, even as the need for more housing increases. We should strategically remove single family zoning in Fishers and allow areas to densify as the market and residents need. This would open the door to infilling neighborhoods with duplexes, triplexes, and other forms of gentle density that would provide many more homes in our existing neighborhoods.

End costly parking mandates
Parking mandates (parking minimums) add to the cost of a building and consume

lots of valuable area that could be used more productively for both residents needs and the city's bottom line. We should remove parking mandates and leave the decision to add parking and how much up to what the market demands. This would allow us to convert parking lots to vibrant communities with housing and shops. It would also promote our ability to keep housing affordable by reducing the cost of new construction (building parking is expensive!).

Implement world class public transit
As Fishers grows, there won't be space for us to have a transportation system
based only on the car. Unfortunately, auto infrastructure is not very space efficient per passenger. It's already a bottle neck for our community as every time new projects are proposed people object to the increases in traffic.

Implementing public transit gives our community an attractive alternative to
being dependent on a car and opens up mobility for a broader swath of residents
that may not be able to drive. It enhances walking and biking, allowing
people traveling in these ways to go much farther than they would have been able
to go otherwise. It would allow us to transport many more people, while using
much less space than is required to accommodate all the driving and parking of
individual cars.

The rental cap at the city level is an unproven method that would not address the underlying issue of housing supply, whereas communities like Austin, TX and Minneapolis, MN have shown us that it's possible to address housing cost and availability by adopting policies that increase supply. I urge you to reject the unproven rental cap proposal, and instead propose proven approaches like the policies outlined above.

Thanks,

Fishers City Council
Minutes
April 21, 2025

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

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BEFORE 12PM ON Monday, April 21, 2025, BY GOING TO:
https://townoffishers.formstack.com/forms/public_meeting_comment_form.

BOARD/COMMISSION: City Council Meeting
DATE: 4/21/2025
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. Brad DeReamer, Tiffanie Ditlevson, Selina Stoller, John DeLucia, Todd Zimmerman, Cecilia Coble and Bill Stuart were present. John Weingart was present via TEAMS for the Consent Agenda and ordinance **022425A**.
   - Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Lisa Bradford, Ashley Elrod, Lindsey Bennett, Hateem Mekky, Chief Ed Gebhart, Jake Reardon McSoley, Jordin Alexander, Kevin Martin, Monica Heltz, Tracy Gaynor, Megan Baumgartner, Spenser Martin, Bin Liu Krishung, Narce, Terry Lowe, Nausheen, Alexander, Josh Mehling, Rachel Quade, George Chalin, Y. Garcia, Jack and Denise Webster, Juie and Carter Kane, Lill Perez, Kelli Perez, James Switzer, Orinda Wallen, Olivia Gfell, Amanda Simone, Ross Reinhardt, Billie, Entrican, Deb Wilmoth, Brea Momah, Greg Bark, Tiffanie Leonhard, Jason Ridenour, Pallaui Medupin, Spathe C., Anika Gairolu, Rex Rawagis, Josh Huser, Katie Veacu, Jennifer Rice, Jocelynn Vare, Norma Johnson, Abraham Wondergem, Don and Debbie Belgman, Jack and Susan Follmar, Beth Anderson, Chris Pryor, Barbie New, Lindsey Blaie, Christina Manning, Leila Watkins, Gunn, April Gupia, Pallavi Gupia, Barb Zilm, Emy McNair, Davina Lady, Joanne McAnlis, Ellan and Jim Steckley, Lelia Kluiry, Spencer Martin, Larry Harfst, Gretchen Harfst, June Levy, Satheesh Dharmalingam, Elizabeth Lugar, Rajesh Mattaparthi, Doug Allman, Zoey Newell, Yavuz Atlamaz, Brea Momah, Be Reum Kim, Julie Ebb, Steve Gilbert, Gee Zahng, Jason Edwards, Brian Janson, Liz Clark, Larry Tuer, David Schuel, Wanda Wang, Donna Lipp, Tonya Hall, Paul Kilgore, Megan Wise, Elly Wang, Mike Wood, Jeremy Eaton, Shannon Gilbert, Stephanie Evelo, Randy Siebert, Sitta Sittampslau, Nathan Rioux, Eren Lore, Kelcie Estrero, Ryan Sund-Perez, Chris Mulvey, Nancy Arce, Adrian Powell, JoAnne McAlis, Stacey Edwards, Jennifer Brammer, James Steckley, Tony Ossler, Roy Mikesh, Jeff Goodwin, George Lutz, Chris Pryor, Jennifer Rice, Greg Back, Nancy Gerald, Jack Russell, George Lutz, Allen Boroff, Nancy Gerald, Jennifer Heverland, and Junaid Hasan.

2. **Announcements:**
   - None
3. **Proclamations:**

- None

4. **Presentations:**
    a. **Fishers High School**
        i. 2025 Indiana Classic Quiz Bowl State Champions
    b. **HIJH & Hamilton Southeastern Elementary School**
        i. Science Bowl State Champions
- Mayor Scott Fadness and President Pete Peterson presented the students with a certificate of achievement.

5. **Council Committee Reports**
    a. Finance Committee Report
        - None
6. **Department Reports**
    a. Health Department Report
7. **Consent Agenda:**
    a. Request to approve the previous meeting minutes from the March 16, 2025, City Council Meeting.
    b. R042125 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
        - Todd Zimmerman made a motion to approve the Consent Agenda. Cecilia Coble seconded the motion. There was no remonstration and all members voted yay. The motion passed.

• President Pete Peterson made a motion to move item #17 ordinance **022425A** before #8 ordinance **031725**. Todd Zimmerman made the motion, and Selina Stoller seconded the motion. There was no remonstration and all members voted yay. The motion passed.

17. **022425A -** A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **2nd Reading & Public Comment**
    - Mayor Scott Fadness and Jordin Alexander spoke on this ordinance.
    - President Pete Peterson opened the meeting for Public Comments for thirty minutes and three minutes per individual.
    - Joanne McAnlis, a real estate attorney, who lives on Solomon Court, stated that the city is violating state statutes if they pass this ordinance. The citizens of Fishers do not want to fund legal action if this ordinance is passed.
    - Stacey Edwards, who lives on Long Meadow Drive, approves of the ordinance.
    - Randy Siebert who lives in Sunblest on Northland St., approves of the ordinance. He stated many of the corporate rental companies don't maintain their property.
    - Jennifer Grammer approves of this ordinance. She lives in Royalwood, and they have at least 25% of their neighborhood are rentals.
    - James Steckley who resides in Carmel and speaks for his son who lives in Fishers on Atwood Court does not approve of this ordinance. He feels the city should send out written violations.
    - Tony Ossler is a realtor and a property manager for over 160 homes. He does not approve of this ordinance. He would like to see the city partner with a

Property Management Company to manage the rentals in Fishers so they can vet potential responsible renters.

- Roy Mikesh who lives on Clover Leaf Lane, approves of this ordinance
- Jeff Goodwin, who lives in Gray Eagle approves of the ordinance. He like to idea of the registration system.
- George Lutz who lives on Sail Place Drive asked does any other state have this sort of ordinance? Why 10% cap.
- Chris Pryor represents MIBOR Association. He does not approve of this ordinance.
- Jennifer Rice is a realtor and approves of the ordinance.
- Marty Brown who lives on Cobblestone Drive does not approve of this ordinance.
- Jack Russell CEO of One Zone approves of this ordinance.
- President Pete Peterson closed the Community Comments
- Many of the council members spoke about why they approve of this ordinance.
- Todd Zimmerman made a motion to approve ordinance **022425A**. Tiffanie Ditlevson seconded the motion. A rollcall vote was taken, and all members present and John Weingardt via TEAMS voted yay. 9 -Yay, 0-Nay, 0-Abstain. The motion passed.

8. **031725** - Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) – **2nd Reading**
    - Lisa Bradford gave her presentation to the city council members.
    - Todd Zimmerman made a motion to approve ordinance **031725**. Tiffanie Ditlevson seconded the motion. 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: **– 2nd Reading**
    - Lisa Bradford gave her presentation to the city council members.
    - Todd Zimmerman made a motion to approve ordinance **031725D**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
10. **R042125C –** 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 and the Expansion of an Allocation Area.
    - Lisa Bradford gave her presentation to the city council members.
    - Selina Stoller made a motion to approve resolution **R042125C**. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Economic Development

11. **R042125F –** A Resolution Approving an Amended and Restated Project Agreement for the Union and Crossing
    - Megan Baumgarter made her presentation.
    - Selina Stoller made a motion to approve resolution **R042125**F. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Planning & Zoning

12. **022425F -** Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 1, Chapter 3, Chapter 5, and Chapter 12. (TA-25-2) **- Final Reading**
    - Kevin Martin made his presentation to the city council members**.**
    - Selina Stoller made a motion to approve ordinance **022425F**. Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
13. **031725C -** Consideration of a Text Amendment to the Unified Development Ordinance (UDO); including Chapter 4, Chapter 6, and Chapter 8. (TA-25-3) **- Final Reading**
    - Kevin Martin made his presentation to the city council members**.**
    - John DeLucia made a motion to approve ordinance **031725C**. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Annexations

14. **042125A** - Request to approve a voluntary annexation of 1.35 acres, known as the Shipman property. Subject site has a common address of 10056 E. 126th Street. (ANX-25-1) – **1st Reading & Public Hearing**
    - Kevin Martin made his presentation to the city council members**.**
    - Pete Peterson opened the meeting to a **Public Hearing.** No one came forward**.** The **Public Hearing** was closed.
    - Selina Stoller made a motion to have the **1st Reading** on ordinance **042125A**.
15. **042125B** - Request to approve a voluntary annexation of 0.51 acres, known as the 116th Street Place LLC property. Subject site has a common address of 13042 E. 116th Street. (ANX-25-2) – **1st Reading & Public Hearing**
    - Kevin Martin made his presentation to the city council members**.**
    - Pete Peterson opened the meeting to a **Public Hearing.** No one came forward**.** The **Public Hearing** was closed.
    - Todd Zimmerman made a motion to have the **1st Reading** on ordinance **042125B.**
16. **042125C -** Request to approve a voluntary annexation of 9.15 acres, known as the Gerardot property. Subject site has a common address of 11052 Cumberland Road (Parcel No. 13-15-05-00-00-035.001, 13-15-05-00-00-034.001, 13-15-05-00-00-034.000). (ANX-25-3) **– 1st Reading & Public Hearing**

- Kevin Martin made his presentation to the city council members**.**
    - Pete Peterson opened the meeting to a **Public Hearing.** No one came forward**.** The **Public Hearing** was closed.
    - Selina Stoller made a motion to have the **1st Reading** on ordinance **042125BC.**

Government/Miscellaneous

17. **022425A -** A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program) – **2nd Reading & Public Comment -** ***MOVED TO BEGINNING OF THE AGENDA.***
18. **042125E -** Request to Approve an Amendment to Chapter 180 of the Fishers Code of Ordinances (Fees of Health Department) – **1st, 2nd, and 3rd Reading**
    - Spencer Martin made his presentation to the city council members**.**
    - Todd Zimmerman made a motion to suspend the rules and approve ordinance **042125E** on the **1st Reading.** Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay**.** The motion passed.
    - Todd Zimmerman made a motion approve ordinance **042125E.** Cecilia Coble seconded the motion. There was no remonstrance, and all members voted yay. The motion passed**..**

REGULAR ITEMS

19. Any other Unfinished / New Business
    - None
20. Community Comment
    - Online Community Comments are attached.
    - Adrian Powell wanted to thank the council and mayor for looking out for the residents.
    - Mike Colby came forward and thanked the council for passing the rental cap. The traffic lights at 116th Street and Fishers Station by Arby's need a turn light. Vehicles are parked in the No Parking area in front of Kroger's. He talked about the storm sewers in Geist.
    - Erin Yorn came forward to speak on the Excessive noise on 116th and Allisonville area from the motorcycles and vehicles modified mufflers. The run up and down 116th all hours of the night.
    - Greg Back came forward to tell the council he appreciates the city.
    - Ross Reinhardt came forward and said he wants the rental cap to succeed. He wants the city to look into transportation and next level trails funding.
    - Allen Boroff came forward to thank the council for recognizing students in Fishers.
    - Nancy Gerald came forward to speak on affordable housing.
    - Jennifer Heverland came forward. Jennifer is a Property Manager and supports the rental cap for the most part. Hamilton County needs more diverse housing.

21. Meeting Adjournment
    - Todd Zimmerman made a motion to adjourn the meeting. The meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Jennifer L. Kehl
Fishers City Clerk

CITY COUNCIL SIGN IN SHEETS 1 **OF** 4 **PAGES**

DATE: April 21, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Josh Huser	12863 Shakespeare Way
2	KATIE VEACH	12170 RISING SUN WAY
3	Jennifer Rice	ADT Realty
4	Jocelyn Vance	12315 Windsor E Dr
5	NORMA Johnson	12228 Wesley Pl
6	[illegible] Wendlandt	10331 Loire Valley Dr. Fishers
7	Pam Belgman	7837 Ashton Lane
8	Debbie Belgman	7837 Ashton Lane
9	Jack + Sue Fellner	Regency - Windsor
10	Beth Anderson	14125 Avalon East Dr.
11	Chris Pryor	MIBOR 1912 N Meridian St.
12	Barbie New	9700 Shasta Dr
13	Lindsey Blair	15179 Newbury Port Dr.
14	Christina Manning	10552 Wilsons Farm Dr
15	LEILA WATKINS GUNN	14516 BRAMKRIST DR.
16	ARPIT GUPTA	10265 Sand Run Ln.
17	PALLAVI GUPTA	10265 Sand Run Ln
18	BARB ZILM	9866 CRANBERRY CR, F
19	Elly McNair	12025 Jesterwood Dr.
20	Davina Lady	12061 Regalwood Dr
21	JOANNE McANLIS	11649 Solo Moreca
22	Allan + Jim Steckley	8049 Atwood Ct. Fishers
23	Leila Khairy	Current
24	Spencer Martin	Fishers Health Department
25	Larry Harfst	405 Oakham Pl
26	Gretchen Harfst	405 Oakham Pl
27	Jane Levey	12066 Cabrillo Fishers
28	SATHEESH KUMAR PADMANABHAN	10269 Blue Ribbon Blvd, Fishers
29	Elisabeth Lunger	14577 Brookfield Dr Fishers 46040
30	RATESH. M	12588 Clover Hill Tr, Fishers 46037

CITY COUNCIL SIGN IN SHEETS 2 OF 4 PAGES

DATE: April 21, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Bin Liu	317-270-4032
2	Krishang	
3	NAice	11705 Rush Dr
4	Terry howe	9816 CHLESTREAM DR
5	Nausheen	Fishers
6	Alexander	9145 Wood mill Dr
7	Josh Mehling	9681 Madera Ct
8	Rachel Beccale	12946 Shoreline
9	Leyl Chutes	1445 Ravenswood Trl
10	Yatzolis GARCIA	9493 Hickory Nut Cir
11	JACK & DENISE WEBSTER	12058 CLUBHOUSE DR.
12	JULIE & CARTER KARLE	10191 TOUCHSTONE DR
13	Lili Perez	mayors youth academy 12160 wolverton way
14	Kelli Perez	12160 Wolverton Way
15	JAMES SWEITZER	12585 LOYALTY DR FISHERS 46038
16	Orinda Wallen	13015 Wingsten Court Fishers IN 46038
17	Olivia Green	Mayor's Youth Academy
18	Amanda Simone	12159 Royalwood Ct. Fishers
19	Ross Reinhardt	
20	Billie Entrican	12506 Wolford Dr Fishers
21	Deb Wilmoth	12222 Blue Springs Ln
22	Brea Moman	Mayor's Youth Academy
23	DOUG ACKMAN	16124 S 136 FISHERS
24	GREG BACK	7999 TIMBER SPRINGS DRIVE - CGA
25	Tiffany Leonhard	12533 Brookhaven Dr
26	Jason Ridenour	12533 Brookhaven Dr
27	Pallavi Madupu	12286 whispering breeze Dr, Fishers
28	Spathi C.	16635 GIRVAN WAY, FISHERS
29	Anika Gairola	15280 Stratford Shire way, Fishers
30	REX RAWAGS	PULTE HOMES - 11595 N MERIDIAN CARMEL

CITY COUNCIL SIGN IN SHEETS 3 OF 4 PAGES

DATE: April 20, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	MEIGHAN WISE	KW Portfolio 9998 Crosspoint Blvd
2	Elly Wanes	1232 E 141st
3	Mike Wood	12955 Whitebridge Dr.
4	Jeremy Eaton	10346 Wildwood Dr.
5	Shannon Gilbert	8800 North St Suite 111 Highgarden
6	Stephanie Evelo	
7	RANDY S. SIEBERT	129 NORTHLAND ST - FISHERS
8	Sitta Sittampalam	11201 Governors Lane Fisher, 46037
9	Nathan Rioux	
10	GREG YORE	
11	Kelcie Estrera	Mayor's Youth Academy
12	Ryan Sund-Perez	Mayors youth academy
13	ZOE-I NEWELL	MYA
14	Yavuz Altamar	Mayors Youth Academy
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

CITY COUNCIL SIGN IN SHEETS 4 OF 4 PAGES

DATE: April 21, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Bo Reum Kim	13484 Erlen Drive, Fishers
2	Julia Erb	Britton Falls
3	STEVE GILBERT	12561 HAWKS LNDG
4	Gee Zhang	12649 Republic Dr.
5	Jason Edwards	13005 Corydon Dr.
6	Brian Jansen	12521 Wolford Pl
7	Liz Clark	11738 Ledgerock Ct.
8	Laurie Turo	13040 Ben Britton Dr
9	David Schul	12834 Sarina Dr. Fishers IN
10	Wanda Wang	11515 Reagan Dr.
11	Donna Lipp	8512 Regency Ct
12	Tonya Hall	12729 Balboa Pl.
13	Paul Kilgore	11274 Locksley Pl
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

Fishers Health Department Update – 04/21/2025

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 as of 4/18/25 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 Administrative report is posted. 2024 annual report to be finalized following Health Board meeting.

Culture of Health

- Open gyms at Fishers Junior High concluded 3/30/2025. 704 residents attended, including 252 repeat visitors (36% of total). The length of stay averaged 76-104 minutes. Most visitors were children accompanied by parents/guardians with group sizes of 1 to 2 kids most common (57% of visitors).
- April Wellness Wander is at Heritage Park. Focuses on mental health, mindfulness and connection with nature.
- Two local triathlons planned for this year, in May (family-friendly with relay components) and August (Olympic style event). Registration open for Geist Half Marathon with Aspire Indiana Health continuing sponsorship of Mental Health Mile.
- National Fitness Campaign outdoor fitness court at Brooks School Park planned for summer opening.

Core Health Services

- 205 clinic patients seen in March. Decreased demand for tuberculosis testing (14).
- Reportable conditions managed and monitored for outbreak potential. Cases managed from 74 to 67
- Launching three new services in May - Travel vaccines, sexually transmitted infection testing, and pregnancy testing.

Health Education

- Thirteen health education sessions in March to 2,755 individuals (54 sessions and 8,074 educated first quarter).
- Health Educators see all students in grades K-1 and 3-8 at least once in the year, all high school health classes and other classes on demand. Delivering new Sleep Hygiene course for neurodevelopmentally diverse students week of April 21.
- New Health Educator developing community offerings on mental health, emerging adult (18-29) health, aging health for older residents, and nutrition across the lifespan. Emerging adult health series launching in June.

Mental Health

- Stigma Free Fishers platform & Community Resource List remain active resources for community. Overall, 20,665 total users with 23,863 sessions since launch. 905 users in March, up from February. Most webpage visits were on anxiety, alcohol, and stress.

Environmental Health & Inspections

- Check out the Food Grade and Inspection Dashboard for inspection reports. Grades to date: Permanent restaurants (210 A, 9 B, 4 C, and 148 to be graded); Temporary restaurants (1 A, and 8 to be graded); Food trucks (4 A, and 21 to be graded).
- Anticipate offering Certified Pool Operator course this spring.
-

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 monthly updates in your inbox.
- Engage with us at upcoming events in May:
  5/3: Hope for Happiness in partnership HSE and Fishers High Schools Bring Change to Mind student clubs.
  5/21: Touch-a-Truck.
  5/31: American Foundation for Suicide Prevention's 2025 Indiana Construction Hike for Hope

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. March had 110 unique individuals with 150 encounters and 221 referrals to community resources.
- All FPD emergency detentions are automatically referred to social worker. 47 year to date.
- Fall prevention program: Increased uptake with 39 residents for in-home risk assessments, minor modifications and referrals to reduce risk in 2025 (73 in total). Community Health Advocate leading *SteppingOn* April-May. Team delivered with long term care facility to offer fall prevention education to all residents in March.
- 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 aiding with employment, medical access to care, food/housing/financial insecurity, social isolation, and literacy. Referred 26 patients to 45 resources in March.

Grants and Funding:

- FHD receives grant funding via the Indiana Department of Health and federal agencies. Funding supports: immunizations, emergency preparedness, school health and wellness initiatives, and food inspections, as well as several staff positions to conduct those programs and services. Immunization grant has been reduced from ~$438K to $0K. No anticipated reductions in Emergency Preparedness funding ($52K). Most federally administrated grants have been paused. FHD did receive $13,500 from NEHA-FDA for standardization efforts.
- In response to significant and anticipated cuts at the state and federal level, the department has conducted a budgetary plan review to identify opportunities to maneuver through these new challenges, while continuing to offer Fishers residents the same high level of services and support.
- 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.
- 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.
- All health department contracts are posted here.

Open Positions

- Host site for Indiana Public Health Association intern program (3rd straight year). Internship paid via external stipend. Student to start in mid-May.
- Open positions are posted here and here. Currently hiring for Administrative Assistant.

Form Name:	Public Meeting Comment Form
Submission Time:	April 17, 2025 3:50 pm
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	149.154.20.26
Unique ID:	1335977138
Location:	39.9564, -85.9651

Name	Henry Swick
Address	10184 Night Hawk Dr Fishers, IN 46037
Email	weamjnj.js@gmail.com
Subdivision or business name	Fox Run
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	Safe streets and trails plan
Comment	I personally am really exited for this plan and what it could bring for the future of the city, however communication about this project and the timeline have been lacking. On the page for this project it states that a draft plan was going to be made and presented in march however this did not occur. I understand projects like this require time and effort to plan and write up but it would be nice to receive feedback about the timeline of when we should expect the report to be presented.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	April 20, 2025 7:52 pm
Browser:	Mobile Safari 17.6 / iOS
IP Address:	104.28.57.250
Unique ID:	1336622950
Location:	41.0641, -73.548

Name	Calvin Colby
Address	13325 White Granite Drive Unit 1000 Fishers , IN 46038
Subdivision or business name	Limestone Springs
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A

Comment

Disclosure on who I am: My girlfriend and I live in a condo that she owns in Limestone Springs and I just bought a house that we are going to move into at the beginning of May and our plan has always been to hold onto the condo and rent it out.

Here are my issues with the bill:

1. It says it is meant to target corporate investors but there is nothing in the bill that mentions them. If it was written as no more than 10% of each neighborhood can be owned by corporate investors then I would be more inclined to believe it's intended to prevent corporate ownership of neighborhoods. As written, it feels like the goal is more to limit renters, who are often poorer, than it is about corporate ownership. My girlfriend and I have worked hard to get to the point where we can diversify our income by having a rental property, but we aren't corporate investors, so I'm not sure why we are being targeted in this bill.

2. It's government overreach to tell us what we can or can't do with our properties after we already bought them. If it was designed to take effect only in new neighborhoods, at least people would know what they were getting into before buying.

3. The approach the city council has taken is anti-democratic. Rental caps aren't new, neighborhood HOAs can enact them, but they either need to be present in the bylaws before you buy or a referendum needs to be called so everyone in the neighborhood gets to vote on it. The mayor and the city council have not provided a referendum on the issue and they did not mention this when they ran for office. Considering how disruptive this issue could be to your constituents assets, you should at least run on the issue and let the voters decide.

4. The fact the 10% cap is universally applied and doesn't differ depending on the type of neighborhood doesn't make any sense. Neighborhoods that are primarily apartments and condominiums shouldn't have the same cap as single-family homes since the pool of people who would prefer to purchase a condo or apartment over a single-family home is very small. Many people view renting those types of properties as a cheaper way to save up to buy single-family homes. And there's a very good chance that the rental cap will decrease demand for these types of properties and impact the eventual sales price that we could get for our condo. If you start to see values of condos and apartments go down and value of single-family homes go up next year, you're liable to get the city sued for damages and end up in a long legal fight over the cap.

5. Why bother with this? Fishers is an incredibly successful city

that has seen tremendous growth over the last 30 years. It seems like a case of trying to fix something that isn't broken and when governments get involved in housing markets it oftentimes leads to distortionary effects that were unintended and are undesirable. The city is doing well, so it isn't clear to me why this untested policy is even being considered.

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 10:17 am
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	104.225.213.112
Unique ID:	1336714007
Location:	39.4815, -86.0615

Name	Gregory Troyer
Address	13423 Nottingham Road Fishers, IN 46038
Email	gltroyer413@gmail.com
Subdivision or business name	Cottingham Estates
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program
Comment	Vote YES! for the proposed 022425A - A Request to Approve Creation and Addition of Chapter 163 to the City of Fishers Code of Ordinances (Home Rental Registration & Permitting Program Proposals address many issues and are definitely a reasonable compromise to continue the existence of a strong Fishers community filled with excellent neighborhoods while protecting homeowners property values. Both families and individuals living n Fishers have enjoyed a great place to live and enjoy the benefits of a great community for many decades. Our next generations are hoping for the same. Vote YES! to ensure Fisher's awesome quality of life will continue for many more decades Thank you.

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:09 am
Browser:	Mobile Safari 18.3.1 / iOS
IP Address:	208.38.250.191
Unique ID:	1336732518
Location:	40.0365, -86.1339

Name	Mary Larimore
Address	10822 Turne Grv Fishers, IN 46037
Email	marynoldlarimore@gmail.com
Subdivision or business name	Hamilton Proper
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	ordinance no 022425A
Comment	Our family is in support of this ordinance and applauds the city council for addressing the problem. The problem young people face in purchasing their first home is exacerbated by the competition from out of state investors and investors backed by large amounts of capital such that they can offer full cash, quick closings, no need for appraisals and even moving assistance. We know this because we have owner a small ranch home in Carmel for probably over 15 years and continue to be hounded by out of state companies trying to buy it. We get repeated text messages, mailings with pictures of our home, and large brochures outlining the lack of need for realtors or appraisals. Whether in the end an offer would be 'better' than a traditional sale is speculative. But it is clear to me that if we want younger generations to be in a position to buy their first home in this beautiful city , we owe it to them to try an innovative initiative to ensure our neighborhoods of single family homes are accessible to ownership by people without capital to pay cash and without relentless pursuit of current homeowners with marketing strategies funded by institutional imvestors. I would also note my objection to the 4 page advertisement in Current opposing this ordinance as very misleading. It does not describe in an accurate way the neighborhood cap on rentals, describes the ordinance as a housing cap, and completely omits the word rental from the ad. Hoosier Homeowners Alliance lacks credibility with this misleading ad. We hope that you pass this innovative ordinance.

Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:25 am
Browser:	Chrome Mobile 135.0.0.0 / Android
IP Address:	68.38.113.100
Unique ID:	1336738617
Location:	41.0491, -85.1514

Name	Lana Hayes
Address	10382 Sun Gold Ct Fishers , IN 46037
Email	Lanaaog1212@hotmail.com
Subdivision or business name	Cumberland Woods
Please select the meeting to which you would like to submit a public comment	City Council Town Hall Building Corporation
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	Corporate Rental Properties
Comment	Hello Mayor and City Councils, I am all for the cap on corporate rental takeover in this city but for Corporate companies only. I am not for that cap on actual homeowners that own there homes. We should freely be able to rent out our homes whenever we like but the greed of the corporate ownership of so many homes, absolutely not. Please please consider the actual homeowners in this particular situation as this may cause potential issues in the future for original residents/owners. Thank you, Lana Hayes

Form Name:	Public Meeting Comment Form
Submission Time:	April 21, 2025 11:33 am
Browser:	Firefox 137.0 / OS X
IP Address:	149.154.20.72
Unique ID:	1336742577
Location:	39.9564, -85.9651

Name	Ross Reinhardt
Address	7704 Creekside Ct. Fishers, IN 46038
Subdivision or business name	Sunblest
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Apr 21, 2025
Project Name/Resolution Number	022425A

Comment

I'm writing to ask that you oppose the proposed rental cap.

The cap is too broad in its effect and will further restrict a type of housing at a time when we need to do just the opposite in order to ensure an adequate supply of reasonably priced housing. In my neighborhood specifically (Sunblest), we're already at the cap so it would effectively take away my option to rent my property. If we want young families, our kids, and anyone else that wants to live in Fishers to be able to find a home, we need to adopt policies that will boost the supply of housing and hold landlords accountable.

In the short term, let's implement the rental registry (without the cap) to
provide better information on Fishers housing situation and to provide another
tool to help hold landlords accountable to their tenants and investment in our
community. Perhaps revoking a permit could be used to help remedy a negligent
landlord situation. If institutional investors become an issue again, we'll be
prepared and can take action.

Long term, let's focus on policies that will increase housing supply to meet demand. If housing is plentiful in our community, then we won't need to restrict a certain type such as rentals; there will be enough housing of all types! A constrained supply makes a more attractive investment for institutional investors, so increasing supply helps us de-incentivize large institutional investors in the future. Fishers has a relatively fixed land area, and we value our farms and open spaces, so we should adopt policies that allow building forms and transportation that will use the space we have most efficiently. Here are three policies we should adopt to this end:

Remove restrictive single family zoning
Cities need the flexibility to grow and change with their inhabitants. Single family zoning locks the community into a specific form of housing, even as the need for more housing increases. We should strategically remove single family zoning in Fishers and allow areas to densify as the market and residents need. This would open the door to infilling neighborhoods with duplexes, triplexes, and other forms of gentle density that would provide many more homes in our existing neighborhoods.

End costly parking mandates
Parking mandates (parking minimums) add to the cost of a building and consume

lots of valuable area that could be used more productively for both residents needs and the city's bottom line. We should remove parking mandates and leave the decision to add parking and how much up to what the market demands. This would allow us to convert parking lots to vibrant communities with housing and shops. It would also promote our ability to keep housing affordable by reducing the cost of new construction (building parking is expensive!).

Implement world class public transit
As Fishers grows, there won't be space for us to have a transportation system
based only on the car. Unfortunately, auto infrastructure is not very space efficient per passenger. It's already a bottle neck for our community as every time new projects are proposed people object to the increases in traffic.

Implementing public transit gives our community an attractive alternative to
being dependent on a car and opens up mobility for a broader swath of residents
that may not be able to drive. It enhances walking and biking, allowing
people traveling in these ways to go much farther than they would have been able
to go otherwise. It would allow us to transport many more people, while using
much less space than is required to accommodate all the driving and parking of
individual cars.

The rental cap at the city level is an unproven method that would not address the underlying issue of housing supply, whereas communities like Austin, TX and Minneapolis, MN have shown us that it's possible to address housing cost and availability by adopting policies that increase supply. I urge you to reject the unproven rental cap proposal, and instead propose proven approaches like the policies outlined above.

Thanks,