



**BOARD/COMMISSION: City Council**  
**DATE: 3/16/2026**  
**ADDRESS: Fishers Municipal Center, Theater,**  
**1 Municipal Drive, Fishers, IN 46038**

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

See the list of council members at [FishersIN.gov/CityCouncil](http://FishersIN.gov/CityCouncil).

**WORK SESSION, 6:30 p.m., City Hall, Theater**

**Legislation Update**

**Work Session - Legislative Update - 03-16-2026**

**REGULAR CITY COUNCIL MEETING, 7 p.m.**

**1. Meeting Called to Order with the Pledge of Allegiance**

**2. Announcements**

**3. Proclamations**

**4. Presentations**

**5. Council Committee Reports**

**a. Finance Committee Meeting**

**6. Department Reports**

**a. Health Department Report - 03-16-2026**

**Health Department Report - 03-16-2026**

## **7. Consent Agenda**

**a. Request to approve the previous meeting minutes from February 23, 2026, Fishers City Council meeting.**

**Minutes - 02-23-2026**

**b. Request to approve minutes of March 11, 2026, City of Fishers and HSE Joint Board Meeting**

**Minutes - 03-11-2026 - City of Fishers and HSE Joint Board Meeting**

## **Regular Agenda - Budget/Financial**

*NONE*

## **Regular Agenda - Economic Development**

**8. R031626A - Request to Approve Project Agreement (Crossing Hotel)**

**Crossing Hotel Project Agreement - Resolution - R031626A**

**Crossing Hotel Project Agreement - Exhibit A - R031626A**

**Crossing Hotel Project Agreement - CAF - R031626A**

**Signed Adoption - Crossing Hotel Project Agreement - R031626A**

## **Regular Agenda - Government/Miscellaneous**

**9. 031626 - Request to Approve an Amendment to Section 72.17 of the Fishers Code of Ordinances (Residential Parking Permits) – 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Reading**

**Request to Amend 72.17 - Residential Parking Permit - Red Lined Ordinance - 031626**

**Request to Amend 72.17 - Residential Parking Permit - CAF - 031626**

**Signed Adoption - Request to Amend 72.17 - Residential Parking Permit - 031626**

**10. 031626A – Request to Approve an Amendment to Chapter 96 of the Fishers Code of Ordinances (Parks and Recreation) – 1<sup>st</sup> Reading**

**Request to Amend Chapter 96 - Ordinance - 031626A**

**Request to Amend Chapter 96 - CAF - 031626A**

## **Regular Agenda - Planning & Zoning**

**11. 022326C - Consideration of a text amendment to the Fishers 2040 Plan to update the Thoroughfare Map (TA-26-2) – Final Reading**

**TA-26-2 Fishers 2040 TA - Ordinance - 022326C**

**TA-26-2 Fishers 2040 TA - Draft Thoroughfare Plan - 022326C**

**TA-26-2 Fishers 2040 TA - Council Action Form - 022326C**

**Signed Adoption - TA-26-2 Fishers 2040 TA - Ordinance - 022326C**

**12. 031626B – Consideration of a text amendment to the Unified Development Ordinance (UDO) to Chapter 12, Definitions, Chapter 2, Administration, and Chapter 11, Enforcement & Penalties – 1<sup>st</sup> Reading**

**TA-26-4 UDO Text Amendment - Draft Ordinance - 031626B**

**TA-26-4 UDO Text Amendment - Council Action Form - 031626B**

**13. 031626C- Consideration of a text amendment to the Unified Development Ordinance (UDO) to Chapter 3. Zoning Districts, Chapter 5. Use Regulations, Chapter 6. Development Standards, and Chapter 12. Definitions (TA-26-3) – 1<sup>st</sup> Reading**

**TA-26-3 UDO TA - Draft Ordinance - 031626C**

**TA-26-3 UDO TA - Council Action Form - 031626C**

**14. R031626B- Consideration of a Special Exception to allow for a private school use on a property zoned PUDR-Legends at Geist PUD (SE-26-1) – 1<sup>st</sup> Reading & Public Hearing**

**SE-26-1 Central Christian Academy Special Exception - Resolution - R031626B**

**SE-26-1 Central Christian Academy Special Exception - Petitioner Packet - R031626B**

**SE-26-1 Central Christian Academy Special Exception - Council Action Form - R031626B**

***ICC Floors Plus***

**15. 031626D - Consideration of a rezone request of 6.17 acres C3 to I1 with conditions for an existing 62,105 square foot building at the common address of 9810 Carney Drive (RZ-26-3) – 1<sup>st</sup> Reading**

**RZ-26-3 ICC Floors Rezone - Draft Ordinance - 031626D**

**RZ-26-3 ICC Floors Rezone - Petitioner Packet - 031626D**

**RZ-26-3 ICC Floors Rezone - Council Action Form - 031626D**

**16. R031626C - Consideration of a Change of Use for the existing 62,105 square foot “Kittles” building to allow ICC Floors Plus to operate an office, warehouse, fabrication and commercial customer stone and quartz gallery for residential and commercial customers at the common address of 9810 Carney Drive (CUP-26-3) – 1st Reading**

**CUP-26-3 ICC Floors Change of Use - Resolution - R031626C**

**CUP-26-3 ICC Floors Change of Use - Petitioner Packet - R031626C**

**CUP-26-3 ICC Floors Change of Use - Council Action Form - R031626C**

**17. Regular Items - Any other Unfinished / New Business**

**18. Regular Items - Community Comment**

**19. Regular Items - Meeting Adjournment**

[MEET\_FOOT]

# 2026 Legislation Session Update

City Council  
Work Session  
March 16, 2026



# HB 1001 – Housing Matters

- HB 1001 focused on affordable housing
- **Introduced version** essentially stripped local governments of local planning authority:
  - Permitted uses by right
    - Single family dwellings and townhomes
    - Accessory dwellings within single family dwellings
    - Affordable housing purchased by religious institution
  - Prohibited parking space requirements (Opt out option)
  - Prohibited regulation of design elements (Opt out option)
  - Required residential of multi family to be permitted use in commercial (Opt out option)
  - Prohibited a unit from imposing requirements on lot sizes, density, setbacks, and building bulk on certain lots or parcels (Opt out option)

# HB 1001 – Housing Matters

## Adopted Version:

- An impact fee imposed on new development may not be collected after June 30, 2026, unless the impact fee is imposed under an impact fee ordinance that complies with new process/considerations.
- This does not affect an impact fee that was imposed and not collected by the City before July 1, 2026.
- The impact fee advisory committee shall now include a representative of a single-family builder, a multifamily builder and a realtor who must be selected based on recommendation of the statewide trade association representing each industry.
- Impact fee zones established after July 1, 2026, must include the geographical area necessary to ensure that (a) there is a functional relationship between the components of the infrastructure type in the impact zone, (b) the infrastructure type provides a reasonably uniform benefit throughout the zone, (c) all areas are contiguous, and (d) the impact zone is:
  - (1) contiguous to the new development;
  - (2) coterminous to with a utility service or distribution line that may be necessary for the new development to interconnect with existing utility infrastructure; or
  - (3) located not more than five (5) miles from the road or drainage infrastructure.

# HB 1001 – Housing Matters

## Annual Reports – January 1 of each year

- Beginning January 1, 2027, City shall submit **two annual reports** regarding (1) housing that has been approved and denied in the City and (2) housing and rent prices in the City to the Indiana Housing & Community Development Authority and the executive director of LSA.

# HB 1001 – Housing Matters

## Limits on Building and Construction Related Fees

- Beginning January 1, 2027, City may not assess a fee in an amount that is more than reasonably necessary to cover the cost of processing an application, inspecting and reviewing plans, or preparing detailed statements for the applicant.
- Any of these fees adopted prior to January 1, 2027, may be increased once every 5 years and cannot exceed the CPI for the preceding 5 years.
- If the cost changes substantially, Council may adjust the fee after a public hearing.
- Any fee assessed and collected must be maintained in a special fund dedicated solely to reimbursing the costs actually incurred by the City.

# HB 1001 – Housing Matters

## P&Z Permit & Approvals

- As of January 1, 2027, if a person files a complete application for a permit or approval, it must be granted if the project satisfies the legal restrictions, including the zoning ordinance, zone maps, or subdivision control ordinance in effect on the date the permit application is submitted.

# HB 1001 – Housing Matters

## **UDO Review by Public Hearing**

By January 1, 2027, the City must conduct a public hearing to review the UDO and any zoning regulations and land development rules, with the goal of increasing housing development.

# HB 1001 – Housing Matters

## **UDO Review:**

Goal of increasing housing development using the following factors:

- (1) Providing for higher density development of duplexes, triplexes, and fourplexes in areas designated for single family homes.
- (2) Constructing other housing types including accessory dwelling units and manufactured and modular housing.
- (3) Adaptive reuse of commercial buildings for residential use such as allowing multifamily development in retail, office, and light manufacturing zones.
- (4) Increasing the allowable floor area ratio in multifamily housing areas.
- (5) Waiving or eliminating regulations such as requirements for:
  - (A) garage size and placement;
  - (B) steeper roof pitch;
  - (C) minimum lot size and square footage;
  - (D) greater setbacks;
  - (E) off-street parking;
  - (F) design standards that restrict or prohibit the use of code compliant products; or
  - (G) property height limitations.
- (6) Reviewing impact fee zones with zone advisory committee for improvements.
- (7) Streamlining or shortening the permitting processes and timelines, including through one stop and parallel process permitting by fifteen (15) days or more.
- (8) Using property tax abatements to enable higher density and mixed income communities.
- (9) Donating vacant land for affordable housing development.

# HB 1044 – Insurance for Public Safety

## Insurance Coverage For Public Safety Employees

- Provides that a public safety employee who:
  - (1) becomes disabled on or after January 1, 2020;
  - (2) receives a Class 1 or a Class 2 impairment benefit; and
  - (3) is eligible for group health insurance coverage for the public safety employee and the public safety employee's spouse or dependents;must pay no more than the amount that the public safety employee would have been required to pay if still serving as a current active public safety employee employed by the local unit public employer.
- Requires written request for insurance coverage with the employer before June 1, 2026, or within 90 days after the public safety employee begins receiving disability benefits, whichever is later.
- Spouse coverage ends when spouse is eligible for Medicare, date of surviving spouse's remarriage or when health insurance becomes available to spouse through employment.
- Dependent coverage ends when dependent turns 18 or turns 23 (if in college), becomes eligible for Medicare, or health insurance is available through employment.

# HB 1210 – Department of Local Government Finance

- SB 1 LIT effects will be pushed one year to 2029
  - Effective 2029, the City may adopt a LIT rate up to 1.2%
- Competitively procure financial advisors every year and prominently display the contract on the website
- Innkeepers Tax:
  - Last session, 5% and additional 3%
    - Of the 3%, 2% was distributed to Fishers, Noblesville, Carmel and Westfield
    - 1% was set aside for capital projects
  - This session the extra 3% will now distributed between the four communities
  - Financial impact is \$670K - \$1million, additional \$300K will be paid directly into the Fishers Event Center debt
- Rental Registration Program – 10% cap
  - Ordinance can be enforced until January 1, 2028

# HB 1303 & 1408 – Hailey’s Law

## HB 1303

- High risk missing children qualify under a Silver Alert

## HB 1408

- Social media providers = TikTok, Instagram, Pinterest, Snapchat, Youtube, potentially Facebook, Roblox, etc.
- must verify age and location of users.
- If the social media provider determines a user is under 16 years old, they must get a parent or legal guardian’s permission before creating the account.
- The parent will be able to set restrictions on who the minor can talk to and who can find the minor’s account.
- Social media provider cannot track the minor’s use of the app for recommending content or ads
- Restriction of certain features that are considered “addictive”
- Social media provider must try to continuously monitor age of users, using “reasonable efforts”. If the minor has lied about age, they have to warn then delete the account if user can’t prove they are older than 16.
- Attorney General has jurisdiction to sue social media site for violations.

# SB 179 – Local Road Funding

## Community Crossings Matching Grant

- **Increased Funding:** For the 2026 fiscal year, the total amount available for matching grants is increased from \$100 million to \$175 million.
- **Eligible Projects:** Road rehabilitation, bridge repair, sidewalk improvements, material costs for chip sealing.
  - 1 to 1 grant (50%/50%)
  - Max \$1 million per community
- **Current Status:** No open call, INDOT is reaching out directly to municipalities who had applied but didn't get first round funding.
  - Engineering submitted application in the Fall focused on road resurfacing
  - Approx. 200 municipalities applied in the Fall and did not get funding

# SB 270 – Township Mergers

- Intent is to identify townships that are struggling with administration, finances, or finding trustees.
- Points system implemented:
  - Financial Reporting - Points triggered for failure to file an annual finance report or submit required monthly upload reports
  - Budgeting – Points if the township failed to properly adopt a new budget for 2024 and 2025 and levy and appropriations rolled over; if certified budget is less than \$100,000
  - Election Gaps - Points for lack of candidates
  - Operational Spending – Points if township did not provide township assistance as reported in 2023 and 2024, if they did not actively manage fire protection or EMS within the township
- 4+ points = distressed township and must merge with city if at least 80% of the township’s boundaries coincide with a city’s boundaries and at least 51% of the township’s population reside within the city boundaries
- Delaware Township and Fall Creek Township should not have any points.

# SB 21 – Official State Sandwich

Proposed Official State Sandwich:  
Breaded Tenderloin Sandwich

Didn't make it out of the House...  
Maybe next year!



# Thank you!

Lindsey Bennett  
bennettl@fishersin.gov





## **Fishers Health Department Update – 3/16/2026**

### **Health First Indiana**

- HFI information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Fishers funding amount for 2026 received (total \$524,634).

### **Strategic Planning and Annual Report**

- Three pillars of focus: Mental Health, Healthy Living, and Aging Well. Community Health Improvement Plan (CHIP) resident input complete (231 responses). Next steps are to meet with community partners to pick top priorities, finish action plans, and publish CHIP.
- Strategic plan framework for 2026 – 2028 in development; 37 Key Performance Outcomes with 147 Key Performance Indicators.
- Annual report drafted and in-review. Planned publication by end of March.

### **Core Services:**

- FHD clinic and administration located at the Fishers Community Center at 11400 Johnson Farm Way.
- Clinical Services: 206 clinical appointments in February. Vaccines available for all ages, travel consults with travel vaccines and preventative medication prescriptions, and testing and treatment for conditions such as TB, STIs, lead and others. Launched new Wellness Screening services for glucose, cholesterol, and BMI as part of Healthy Living programming for chronic disease risk identification. [Schedule an appointment](#) with us or visit Walk-In Wednesdays from 8:30-4:30 when many services are available without an appointment.
- Health Education: School-based courses ongoing. Seven Aging Well education series for older adults in March and April, and 5 sessions on Mental Health. More information on scheduled education sessions [here](#).
- Environmental Health: Check the [Food Grade and Inspection Dashboard](#) for inspection reports. Certified Pool Operator course scheduled for April 13-14, 2026 ([Schedule online](#)).
- Mental Health: [Stigma Free Fishers \(SFF\)](#) platform & [Community Resource List](#) remain active resources for community. Wellness Wander at area parks to resume in March once weather warms with continued focus on mental health, mindfulness, and connection with nature.
- Social Work: All emergency detentions referred to social worker. In-home fall prevention program and *SteppingOn* fall prevention course continuing. Three more *SteppingOn* courses scheduled for 2026.

### **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 and education sessions in March and April. More information [here](#).

### **Grants and Funding:**

- Help spread the word: \$500 grants available to school-based clubs for student-led efforts to promote health, wellness and community service now open for 2025/2026 school year. More information and application portal [here](#). Grants to date: \$500 to the Resiliency Club at Fishers Junior High School for yoga and \$500 to the HSE Pickle Ball club.
- FHD received \$13,500 grant award from NEHA FDA for standardization efforts. Received \$75,000 extension from IDOH for Health Issues and Challenges grant supporting social worker. Received \$45,000 for grant with FFD to expand Mobile Integrated Health. Submitted for \$121,000 Public Health Infrastructure Grant funding to further support social worker with decision in May.
- All health department contracts are posted [here](#). Posted part-time vital records and clinic admin support role. FHD Internship Program opportunities for 2026 now open. One candidate selected to being in May. Interviewing for remaining two opportunities.



Table 1. Select Metrics

<b>Services Overview</b>		
	<b>February 2026</b>	<b>Jan-Feb 2026</b>
<b>Health Services</b>		
Communicable Disease Investigations	24	52
Routine Vaccination Appointments	134	263
Testing & Screening Appointments	40	76
Travel Clinic Appointments	32	46
<b>Fee Services</b>		
Birth Certificates (copies)	153	353
Death Certificates (copies)	891	1,798
Food Inspections	72	130
Pool Inspections	0	0
Other Environmental Inspections	0	2
<b>Health Education</b>		
Community Members Reached	2,312	3,672
Number of Sessions	81	127
<b>Public Health Social Work</b>		
Unique Residents Supported	101	174
Encounters for Service	127	256
Referrals to Community Resources	138	226
Emergency Detentions Supported	11	20
Fall Prevention In-Home Assessments	11	13
<b>Stigma Free Fishers Users</b>	<b>421</b>	<b>932</b>

**Fishers City Council  
Minutes  
February 23, 2026**

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

**BOARD/COMMISSION:** City Council Meeting

**DATE:** 2/23/2026

**DIRECTIONS:** City Hall 1 Municipal Drive, Fishers, IN 46038

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

**1. Meeting Called to Order with the Pledge of Allegiance**

- President John DeLucia called the meeting to order at 7:00 p.m. Present were John Weingardt, Todd Zimmerman, Cecilia Coble, Brad DeReamer, Selina Stoller, Pete Peterson, and Bill Stuart. Tiffanie Ditlevson was absent.
- Others present were mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Lindsey Bennett, Megan Baumgartner, Chief Ed Gebhart, Jale Reardon-McSoley, Monica Heltz, Lisa Bradford, Ethan Lee, Ross Hilleary, Jordin Alexander, Ashley Elrod, Dan Hollis, Barb Skinner, Steve Cage, Sue and Jack Follmar, Larry Lannan, Jen and John Kominsey, Hannah Jensen, Janel Jensen, Tony Holland, Jennifer Holland, Aaron Holland, Rachel Holland, Brendon Low, Chris Low, Rachel Mucha, Gary Meade, Nancy Jarrell, Mary Carter, Fred Caite, Maria Jainorkon, Naomi Chin, Candence Nicholson, Brad Koppen, Frank Hoess, Misty Javorku, Jonathan Bezza, Xochitl Hernandez, Cindy Goller, Dipen Mehla, Mason Wintesholder, Max Mouser, Karen and Robert Shoemaker, Matthew Branz, Ross Reinhardt, Ayushi Tatiparmi, Audrey Kixmiller, Carol Sim, Teresa Grizzle, Dana Bain, Ian Thorne, Fred Scheil, Peter Mayo, Mary Roberts, Tasha Roberts, Amy Perry, Eric Olson, Ron Comfort, Walid Oumammar, and Becky McRichols.

**2. Announcements: None**

**3. Proclamations: Go Pink for Hailey**

**4. Presentations:**

- a. HSE High School - *We the People* State Champions
- b. Employee Service Award
  - i. 35 years:
    - Anthony Holland
    - Jim Alderman
    - Greg Scheele
    - Stephen White
  - ii. 25 years:
    - Michael Zajdel
  - iii. 20 Years:
    - Michael Hamilton
    - Robert Hackett

Jeffrey Stephenson  
Thomas Brooks  
Melissa Crowe

**5. Department Reports**

- a. Health Department Report

**6. Consent Agenda:**

- a. Request to approve the previous meeting minutes from January **20, 2026**, Fishers City Council meeting.
- b. **R022326** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
  - **Pete Peterson made a motion to approve the consent agenda. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay (Cecilia Coble Abstained from approving the minutes). The motion passed**

**REGULAR AGENDA**

**Business/ Financial**

**NONE**

**Economic Development**

**NONE**

**Government/Miscellaneous**

- 7. **022326** - Request to Amend Chapter 180, Miscellaneous Fees of the Health Department, of the City of Fishers Code of Ordinances - **1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Reading**
  - **Monica Heltz gave her presentation to the council members.**
  - **Pete Peterson made a motion to suspend the rules and approve ordinance 022326 on the 1<sup>st</sup> Reading. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.**
  - **Pete Peterson made a motion to approve ordinance 022326. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.**
- 8. **022326A** - Request to Approve an Amendment to the 2026 Salary Ordinance - **1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Reading**
  - Ethan Lee gave his presentation to the council members.
    - **Pete Peterson made a motion to suspend the rules and approve ordinance 022326A on the 1<sup>st</sup> Reading. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.**

- **Pete Peterson made a motion to suspend the rules and approve ordinance 022326A. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.**

### **Planning & Zoning**

**9. 012026C** - Consideration of a rezone of .86 acres from R2 Residential District to PUD-C for a 7,500 sq ft memory care facility use with the common address of 10990 Brooks School Road (RZ-26-1) - **Final Reading**

- **Ross Hilleary gave his presentation to the council members.**
- **The petitioner came forward and gave his presentation.**
- **Brad DeReamer made a motion to approve ordinance 012026C. Bill Stuart seconded the motion. A roll call vote was taken.**
- **Pete Peterson, John Weingardt, Brad DeReamer, Selina Stoller, Todd Zimmerman and Bill Stuart voted Yay, Cecilia Coble voted Nay, John DeLucia Abstained, and Tiffanie Ditlevson was Absent. The Vote was 6-Yay, 1-Nay, 1-Abstained, and 1-Absent. The motion passed.**

**10. 022326B** - Consideration of a text amendment to the IKEA PUD, including the subdivision of one Lot 1 (IKEA) and 3 Blocks, and to update the uses and standards of the proposed Block A and Block B (TA-26-1) - **1<sup>st</sup> Reading**

- **Ross Hilleary gave his presentation to the council members.**
- **Pete Peterson made motion to have the 1<sup>st</sup> Reading on ordinance 022326B.**

**11. 022326C** - Consideration of a text amendment to the Fishers 2040 Plan to update the Thoroughfare Plan (TA-26-1) - **1<sup>st</sup> Reading**

- **Ross Hilleary gave his presentation to the council members.**
- **Selina Stoller asked to have an update for the intersection of 116<sup>th</sup> Street and Allisonville and Private Roads.**
- **Pete Peterson made a motion to have the 1<sup>st</sup> Reading on ordinance 022326C.**

### **Lynnwood Hills Annexation**

**12. 111725E** – Request to Approve a Voluntary Annexation of 77.064 acres known as Lynnwood Hills Subdivision – **PUBLIC HEARING**

- **Lindsey Bennett gave her presentation to the city council members.**
- **This is Public Hearing only. No one came forward to speak.**

### **REGULAR ITEMS**

**13. Any other Unfinished / New Business**

- **None**

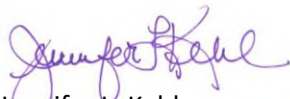
**14. Community Comment**

- **Amy Perry came forward to speak on Ritchie Woods activities.**
- **Ross Reinhardt came forward to speak on Public Transportation.**

**15. Meeting Adjournment**

- **John Weingardt made a motion to adjourn the meeting. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.**
- **The meeting was adjourned at 7:45p.m.**

Respectfully Submitted,



Jennifer L. Kehl  
Fishers City Clerk

DATE: FEBRUARY 23, 2026

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Dan Hollis	not applicable
2	Bobby Skinner	resident
3	STEVE CHASE	RESIDENT
4	Sue & Jack Follows	Resident
5	Alana Che	Resident
6	Jen & John Kominsky	resident
7	Janel Hill	resident
8	Hannah Jensen	resident
9	Janel Jensen	resident
10	Tony Holland	STAFF
11	Scmifer Holland	RESIDENT
12	AARON HOLLAND	RESIDENT
13	RACHEL HOLLAND	RESIDENT
14	Brendan Low	Resident
15	Chris Low	"
16	Jennifer Low	"
17	Rachel Mubta	Resident
18	Cam Manderzen	Resident
19	GARY MEROE	RESIDENT
20	Nancy Jarrell	Resident
21	Molly Carter	Resident
22	FRED CARTER	BRENKWAER
23	Maria Jimenez	Resident
24	Naomi Chin	Resident
25	Cadence Nicholson	Resident
26	Brad Kupper	Resident
27	Frank Hoess	Resident
28	Misty Javorka	Resident
29	Yonathan Bezen	Resident
30	Xochitl Hernandez	Resident

DATE: FEB 23, 2026

PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1 CINDY GOLPER	Resident City Gov. Academy participant
2 Dipen Mehta	Resident 15709 Wheelchul P. Fishers IN
3 Masch Wintehuber	Resident 10691 Thistle Ridge, Fishers, IN
4 MAX MOUSER	STUDIO A OF INDIANAPOLIS, 9511 E. 96TH ST. INDIAN.
5 Karen & Robt Shoemaker	9659 Decatur Dr Incpls 46256
6 MATTHEW BRANZ	9444 ASHLAKE LANE
7 Ross Reinhardt	Resident
8 Ajushi Tatiparmi	Resident / Student
9 Audrey Kixmiller	Student/President MYA
10 Carol Sun	12792 Shepherds Way
11 Brent Beaman	Spur Cottage
12 Teresa Guzzie	Resident CGA
13 Dana Brain	Breakwater Dr
14 Ian Thorne	Youth Mayor Academy/Student
15 Fred Scheel	8488 Penetrant Hartgrove way
16 Peter A. Mayo	11063 Beech Dr
17 Mary Roberts	301 Breakwater
18 TASHA ROBERT	" " "
19 Amy Perry	106 Chippenham Ln Fishers
20 Eric Olson	181 Breakwater Dr
21 <del>Roger Duggs-Taylor</del>	<del>13315</del>
22 Row Comfort	10346 ALICE COURT
23 Walid Cunnammir	Student/President/MYA
24 Sarah	student resident
25 Becky McArthur	Oak Parks -
26	
27	
28	
29	
30	



## Fishers Health Department Update – 2/23/2026

### Health First Indiana

- HFI information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Fishers funding amount for 2026 received (total \$524,634).

### Strategic Planning and Annual Report

- Three pillars of focus: Mental Health, Healthy Living, and Aging Well. Community Health Improvement activities are ongoing with over 230 responses to date.
- Strategic plan framework for 2026 – 2028 in development, on track for completion by end of June. Present framework includes 37 Key Performance Outcomes with 144 Key Performance Indicators.
- Annual report currently in draft. Planned publication by April.

### Core Services:

- FHD clinic and administration located at the Fishers Community Center at 11400 Johnson Farm Way.
- Clinical Services: 179 clinical appointments in January. Vaccines available for all ages, travel consults with travel vaccines and preventative medication prescriptions, and testing and treatment for conditions such as TB, STIs, lead and others. Ne: biometrics screening services for glucose, cholesterol, BMI as part of Healthy Living programming for chronic disease risk identification. [Schedule an appointment](#) with us or visit Walk-In Wednesdays from 8:30-4:30 when many services are available without an appointment.
- Health Education: Offering K-12 lessons in HSE schools and public health sessions for 3<sup>rd</sup> grade field trips. Hosting Aging Well education series for older adults with 5 sessions in Feb. and March, and 5 sessions on Mental Health. Launching Heart Health education sessions during February Heart Health Month with biometric services available for participants on 2/19. More information on scheduled education sessions [here](#).
- Environmental Health: Check the [Food Grade and Inspection Dashboard](#) for inspection reports. Review of Food Grades show A Grades increased to 96.8% in 2025, up from 87.8% in 2023. Certified Pool Operator course scheduled for April 13-14, 2026. [Schedule online](#).
- Mental Health: [Stigma Free Fishers \(SFF\)](#) platform & [Community Resource List](#) remain active resources for community. Wellness Wander at area parks to resume in March once weather warms with continued focus on mental health, mindfulness, and connection with nature.
- Social Work: All emergency detentions referred to social worker. In-home fall prevention program and *SteppingOn* fall prevention course continuing with success. Two more courses scheduled for 2026.

### 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 and education sessions in February and March. More information [here](#).

### Grants and Funding:

- \$500 available to school-based clubs for student-led efforts to promote health, wellness and community service now open for 2025/2026 school year. More information and application portal [here](#). Two grants awarded this school year - \$500 to Resiliency Club at Fishers Junior High School for yoga and \$500 to HSE Pickle Ball club.
- FHD received \$3,500 grant award from NEHA FDA for standardization efforts and submitted for \$7,500 of remaining \$10,000. Received \$75,000 extension from IDOH to continue Health Issues and Challenges grant supporting social worker.
- All health department contracts are posted [here](#). Posted part-time vital records and clinic admin support role.
- FHD Internship Program opportunities for 2026 now open. One candidate selected to begin in May.



Table 1. Select Metrics

<b>Services Overview</b>		
	<b>January 2026</b>	<b>Jan - Dec, 2026</b>
<b>Health Services</b>		
Communicable Disease Investigations	28	28
Routine Vaccination Appointments	129	129
Testing & Screening Appointments	36	36
Travel Clinic Appointments	14	14
<b>Fee Services</b>		
Birth Certificates (copies)	200	200
Death Certificates (copies)	907	907
Food Inspections	58	58
Pool Inspections	0	0
Other Environmental Inspections	3	3
<b>Health Education</b>		
Community Members Reached	1,345	1,345
Number of Sessions	15	15
<b>Public Health Social Work</b>		
Unique Residents Supported	73	73
Encounters for Service	129	129
Referrals to Community Resources	88	88
Emergency Detentions Supported	9	9
Fall Prevention In-Home Assessments	2	2
<b>Stigma Free Fishers Users</b>	<b>511</b>	<b>511</b>

## New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/23/26, 12:24 PM

1 row added

1 row added or updated (shown in yellow)

[Row 1](#)

<b>Full Name</b>	Tasha Roberts
<b>Full Address</b>	301 Breakwater Drive Fishers INDIANA 46037
<b>Email Address</b>	<a href="mailto:troberts@robertslitigation.com">troberts@robertslitigation.com</a>
<b>Meeting Date</b>	02/23/26
<b>Project Name/Resolution Number</b>	RZ-26-1
<b>Comment</b>	As a resident of Breakwater, I respectfully request that the Petition is denied. The Memory Story Cottage will back up close to where there is a retention pond in Breakwater.

Several years ago, a teenager died in the retention pond. What is to prevent a senior citizen, with memory issues, successfully leaves the facility is goes into the retention pond?

**Would you like to receive email communications and**

No

Changes made by [web-form@smartsheet.com](mailto:web-form@smartsheet.com)

### New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/23/26, 12:24 PM

1 row added

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[Row 1](#)

**Full Name**

Tasha Roberts

**Full Address**

301 Breakwater Drive Fishers INDIANA 46037

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1 row added

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<b>Would you like to receive email communications and</b>	No

Changes made by [web-form@smartsheet.com](mailto:web-form@smartsheet.com)

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## New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/23/26, 9:47 AM

1 row added

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1 row added or updated (shown in yellow)

[Row 1](#)

<b>Full Name</b>	Dana Bain
<b>Full Address</b>	230 Breakwater Drive Fishers IN 46037
<b>Email Address</b>	<a href="mailto:danabain2003@yahoo.com">danabain2003@yahoo.com</a>
<b>Meeting Date</b>	02/23/26
<b>Project Name/Resolution Number</b>	RZ-26-1
<b>Comment</b>	I am writing again regarding the proposed rezoning for Story Cottage Memory Care. While I understand the importance of

providing care for seniors in our community, I remain deeply concerned about the safety implications of placing this facility at this particular location.

The road serving our neighborhood and the proposed facility is already extremely busy, hilly, and lacks clear sightlines. There is no dedicated turn lane or traffic-calming infrastructure at the proposed entrance. Adding staff, visitors, service vehicles, and emergency traffic will increase risk on a road that is already dangerous.

This concern is very real. My son's friend was struck by a car while crossing this road, which I previously shared with the Council.

I drove by the four other facilities developed by this company. Notably, each of those locations is either situated at the end of a street or along roads equipped with multiple roundabouts or other traffic-calming measures. None are located on a road as heavily traveled, hilly, and visibility-constrained as Brook School Road.

Additionally, I have concerns about the adequacy of the traffic study submitted with this proposal. Given the road's existing traffic volume, hilly terrain, limited sightlines, and documented safety concerns, it does not constitute a comprehensive traffic impact analysis. A proper study should include multi-day traffic counts, peak-hour analysis, turning movement data, sight-distance evaluation, and a formal safety review. A rezoning decision of this significance should be based on a thorough, data-driven assessment rather than a limited observation period.

For these reasons, I strongly encourage the Council to VOTE NO on this rezoning request.

I urge you to address safety preventatively rather than

reactively, as has happened in the past on this road. Waiting for another accident is not responsible planning.

Thank you for your attention.

**Would you like to receive email communications and**

Yes

### New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/22/26, 6:55 PM

1 row added

1 row added or updated (shown in yellow)

[Row 1](#)

**Full Name**

Todd McMullen

**Full Address**

415 Breakwater Drive Fishers IN 46037

**Email Address**

[tmcmullen@faultrecorder.com](mailto:tmcmullen@faultrecorder.com)

<b>Meeting Date</b>	02/23/26
<b>Project Name/Resolution Number</b>	RZ-26-1
<b>Comment</b>	<p>February 22, 2026</p> <p>To the Fishers City Council,</p> <p>I am writing to express my strong opposition to the proposed rezoning request (Case No. RZ-26-1), which would convert the residential property adjacent to the entrance of the Breakwater subdivision to a light-commercial or institutional use that would permit construction of a 12-bed memory-care facility.</p> <p>Let me be clear: I am not opposed to memory-care facilities. I recognize and respect the important role they play in our community. My objection is to this petition, at this location, and the way it has been processed.</p> <p>Breakwater is widely regarded as one of the most desirable residential neighborhoods in the state, and its appeal is rooted in the stability, privacy, and integrity of its low-density, single-family environment. Allowing commercial or institutional development at the subdivision’s entrance would fundamentally undermine the qualities that make Breakwater—and Fishers as a whole—such an exceptional place to live.</p> <p>For these reasons, I respectfully urge the Council to deny this rezoning request. My concerns fall into several categories:</p> <p>1. Incompatibility with surrounding zoning and neighborhood character</p> <p>A memory-care facility, even a small one, functions as an institutional operation with professional staffing, service deliveries, medical transportation, facility-level equipment, and shift-based activity. These characteristics are incompatible with the existing low-density residential zoning</p>

and the expectations of homeowners who purchased their properties relying on those protections.

## 2. Traffic and safety concerns

A single-family residence generates a fraction of the traffic associated with a staffed care facility. Employee shift changes, visiting family members, medical transport vans, supply trucks, and service vehicles would introduce recurring traffic onto roads designed for quiet, residential use.

Breakwater also has a retention pond located only 125 feet from the proposed site. There has been at least one tragic accident in this pond. Mr. David Morgan, owner of Story Cottage Living, stated at the January 29th meeting that facility residents have been known to exit unsupervised in other locations, raising serious safety concerns.

Additionally, the petition relies on generalized traffic estimates from the 12th Edition of the ITE Trip Generation Manual rather than a site-specific traffic study. As a property owner in Breakwater for over 13 years, I can attest that traffic patterns have changed significantly in the past 18–24 months. Without an updated, site-specific analysis and proper engineering review, the City cannot accurately evaluate project impacts.

## 3. Conflicts with the Comprehensive Plan and zoning regulations

This petition directly conflicts with the City's 2040 Comprehensive Plan. The Unified Development Ordinance explicitly requires that the Comprehensive Plan be consulted and used as criteria in rezoning decisions. Approving this petition would mean abandoning the Plan—not updating it, not amending it—but simply ignoring it for one project. This sets a dangerous precedent for future rezonings and undermines predictable, fair zoning for all property owners.

## 4. Pending litigation and legal risk

There is pending litigation involving the property owner, who is currently being sued by a Breakwater resident for over \$100,000 in alleged property damage. Approving a rezoning

under these circumstances—without traffic analysis, without engineering review, and with active litigation—places unnecessary risk on the City.

5. Precedent for future non-residential encroachment Homeowners purchased in Breakwater with the expectation—supported by current zoning and the 2040 Plan—that this area would remain low-density and residential. Granting a rezoning here would open the door to additional institutional or quasi-commercial uses along Brooks School Road, undermining the integrity and value of the neighborhood.

**Would you like to receive email communications and**

No

### New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/22/26, 6:49 PM

1 row added

1 row added or updated (shown in yellow)

[Row 1](#)

<b>Full Name</b>	Mary Caito
<b>Full Address</b>	265 Breakwater Dr. Fishers IN 46037
<b>Email Address</b>	<a href="mailto:mrc1527@gmail.com">mrc1527@gmail.com</a>
<b>Meeting Date</b>	02/23/26
<b>Project Name/Resolution Number</b>	012026C, RZ-26-!-Rezoning of property on Brook School Rd.
<b>Comment</b>	<p>Vote NO to the rezoning of the RESIDENTIAL property on 10990 Brooks School Rd. to a PUD-C. At the Feb. 3rd Planning Committee meeting of the 22 attendees who signed in 17 were against the rezoning. The five that were in favor-2 of these did not even live in Fishers. The majority of residents have been against the building of the Story Cottage on Brooks School Rd. This has been zoned a residential area for many years. As we have been telling the city of Fishers this will cause an increase of dangerous traffic not to mention putting the Memory Care residents in danger. We also wonder what tax breaks the Story Cottage will be receiving. At the start of this process the MCF had only 8-10 parking spots -now they have increased it to 14. There will be no nursing staff there which means concierge nurses will be coming at all hours of the day to administer medicine as well as other personal. Story Cottage is a "cute" name but this facility will not have a story book ending for the majority of the residents who will reside there or the surrounding neighbors. Please vote NOOOOO. Do not drink the fairy tale Story Cottage marketing cool aid. If it is not what it seems. Thank you.</p>

Would you like to receive email communications and

No

### New City Council Public Comment

 [Public Meeting Comment Form](#)

**Details** Changes since 2/19/26, 7:22 PM

1 row added

1 row added or updated (shown in yellow)

[Row 1](#)

<b>Full Name</b>	Gary Meade
<b>Full Address</b>	295, Breakwater DR Fishers IN 46037
<b>Email Address</b>	<a href="mailto:gary@gandkmeade.com">gary@gandkmeade.com</a>
<b>Meeting Date</b>	02/23/26

**Project  
Name/Resolution  
Number**

Story Cottage

**Comment**

I am asking that the City Council NOT approve the Story Cottage PUD. I have spoken and or responded with opposition in each meeting that this petition has been reviewed. The council members have heard the opposing reasons from the surrounding HOA'S and multiple persons representing the majority of the three adjoining neighborhoods. Story Cottage is a good product that is attempting to build in the wrong location. Should you approve this PUD you will be going against the will of your constituents. This request is from a 19 year Breakwater homeowner and 15 year Board member.  
Regards,  
Gary Meade

**Would you like to  
receive email  
communications  
and**

Yes



The Ritchey Woods walking group, on behalf of Fishers Parks and the Department of Health, cordially invites you to



- Heart-healthy tips from the Fishers Health Department
- Short, self-led community hike for all ages
- Posted images of heart shapes in nature
- Learn about Ritchey Woods from park staff

**Event Categories:**

- Health and Wellness
- Aging Well
- Meet Your Neighbor
- Recreation

**City of Fishers Joint Board Meeting:  
HSE Schools and Fishers City Council  
Meeting Minutes  
March 11, 2026**

President Tiffany Pascoe called the meeting to order at 5:00 p.m. Present were Dawn Lang, Ben Orr, Latricia Shooley, Dr. Juanita Albright, Sarah Parks-Reese, Suzanne Thomas, Interim Superintendent Dr. Matt Kegley, Mark Scudder, Mayor Scott Fadness, Elliott Hultgren, John Weingardt, Brad DeReamer, Tiffanie Ditlevson, Selina Stoller, Pete Peterson, Todd Zimmerman, Bill Stuart, Lindsey Bennett, Jake Reardon-McSoley, Chief Ed Gebhart, Ashley Elrod, Jordin Alexander, Megan Baumgartner, Monica Heltz, City Clerk Jennifer Kehl, Pierre Berry, Danielle Thompson, Jason Urban, Ryan Taylor, Bryan Rausch, Tim Brown, and Larry Lannan. Cecilia Coble and John DeLucia were absent.

- Mayor Scott Fadness spoke briefly on City of Fishers and the HSE School's partnerships.
- Ashley Elrod came forward to discuss the city's survey that was promoted for Fishers' residents to complete. Approximately 3000 residents completed the survey. She also spoke on HSE partnerships.
- Jordin Alexander came forward and discussed the city investment in education.
- Monica Heltz came forward and the school nurse and educator that is in place in the school which serves about 20,000 children. She spoke on the school club grant program of \$500. This grant is for school clubs that are public health related. Her department is currently working with school staff on youth mental health and will be hiring a family navigator to assist students and parents in the school district. The Health Department is working with ASPIRE to assist with the youth mental health initiative
- Chief Ed Gebhart spoke briefly on the SRO and SSO officers in the school.

**Youth Sports Structure Partnership**

Mayor Fadness spoke on the Youth Athletic Sponsorships. The city will be hiring Jim Self as the City and District Athletic Director. The city will pay the salary, and the school district will pay the benefits. Jordin Alexander and Bryan Rausch, Assistant Superintendent of Operations, have been working together on this partnership.

- Suzanne Thomas appreciates the support, communication, and clarification on this contract.
- Sarah Parker-Reese will the staff have training on how to work with children, and will there be a child development program? Bryan Rausch responded yes. She asked if HSE Schools receive priority on the use of the fields. Bryan Rausch stated the schools will use the fields until 6:00PM. Mayor Scott Fadness stated that the school district already has an ordinance in place that stated schools will have the 1<sup>st</sup> priority. Sarah Parker-Reese also asked if there would be paths to get to the field areas. Mayor Scott Fadness said they will install a crosswalk and will install paths

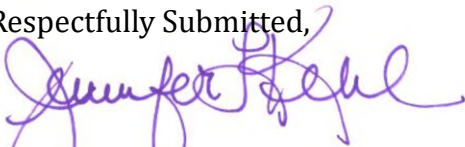
where needed for students' safety. She asked about the 5-year contract. When the contract is ready to expire, the city and school district will re-evaluate if they continue or amend the contract. Sarah asked who would be handling the bidding for the projects. Mayor Scott Fadness stated the city will and follow state guidelines. Sarah also asked if the turf will be of the standard that is currently in place at the schools. Brian Rausch stated the turf will meet the safety standards and be equivalent to the current standard. Mayor Scott Fadness stated the city will handle the standard maintenance. Brian Rausch stated the school district will keep all of the revenues from sponsorships and rentals.

- Dr. Juanita Albright, Ben Orr, Dawn Lang and Tiffany Pascoe had no further questions. They all thanked the city for their support.
- John Weingardt made a motion to approve the Interlocal Agreement between HSE School District and the City of Fishers. Brad DeReamer seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
- Dawn Lang made a motion to approve the Interlocal Agreement between HSE School District and the City of Fishers. Dr. Juanita Albright seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

#### **Fishers Police Department and HSE MOU – SRO and SSO**

- Chief Ed Gebhart presented his presentation to the school board members on the SRO and SSO program. They will be adding 2 officers this year.
- Sarah Parker-Reese asked what the difference was between SRO was and SSO officers. SRO Officers are full-time Fishers Police Department officers. SRO Officers and Tier-1 retired police officers. Sarah also asked, “is there anything different in this MOU?” Chief Ed Gebhart stated the only difference was the city could be providing the cars for these officers and the school district would pay for gas. The school district and the city will have a shared cost for training the officers. The growth in officers is open-ended.
- Mayor Scott Fadness stated the city will pay all expenses for the two officers being hired this year.
- Brad DeReamer made a motion to approve the MOU. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay.
- Suzanne Thomas made a motion to approve the MOU. Dawn Lang seconded the motion. There was no remonstrance, and all members voted yay.
- The meeting was adjourned at 6:00PM.

Respectfully Submitted,



Jennifer L. Kehl  
Fishers City Clerk



## **Joint Board Meeting: HSE Schools & City of Fishers, 5:00 PM**

### **HSE Monthly Board Meeting, 6:00 PM**

Wednesday, March 11, 2026

Central Office Boardroom (live streamed)

#### **1. Joint Board Meeting: HSE Schools & City of Fishers**

- 1.01 The board President will call the meeting to order.
- 1.02 Pledge of Allegiance  
President Pascoe will lead everyone in the Pledge of Allegiance.

#### **2. Public Comment**

- 2.01 Public Comments on Posted Agenda Items  
Members from the community who signed up according to Policy/Procedures B05.07 may address the board regarding a posted agenda item.

#### **3. Mayor Fadness**

Mayor Fadness will address board members about the Youth Sports Structure Partnership

#### **4. Action Items**

- 4.01 Interlocal Agreement  
Mayor Fadness will present information about the Interlocal Agreement and respond to questions from board members.

[Interlocal Agreement \(Athletic Director\)- Final 3 5 26 \(003\).pdf](#)

MOTION to approve the Interlocal Agreement as presented.

- 4.02 SRO Agreement  
Chief Ed Gebhart will present the MOU between HSE Schools and the Fishers Police Department for board approval.

[Final Proposal FPD HSE MOU 2026 lmb 3-5-26.pdf](#)

MOTION to approve the MOU between HSE Schools and the Fishers Police Department as presented.

**5. Information Items**

Mayor Fadness will present information about a pilot program.

*Kindergarten Students and The Arts Center*

**6. Adjourn**

There being no further business, the joint board meeting was adjourned.

# HSE SCHOOLS + CITY OF FISHERS JOINT BOARD MEETING

3/11/2026

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# SEEKING *EXPERIENTIAL* EXCELLENCE

## PARKS ARE THE #1 INVESTMENT SIGNAL

49.4% of residents say parks and recreation should be a very important focus area.

## COMMUNITY CONNECTION

48.2% of residents indicated prioritization of residents' "connection and engagement" in their responses.

## HEALTH & WELLNESS INTEGRATION

46% of residents prioritize health & wellness opportunities.

### SHORT TERM RECOMMENDED ACTIONS (1-3 Years)

- Parks Enhancement & Expansion
- Community Engagement Initiatives
- Wellness Programming
- Environmental Resilience
- Public Space Activation

# Community Survey Results

---

Residents are satisfied with core service delivery, and have **high expectations for investments in:**

**EXPERIENCE, CONNECTIVITY, LIFESTYLE AMENITIES, ENVIRONMENTAL QUALITY, & CIVIC ENGAGEMENT**

**90%** of residents would recommend **Hamilton Southeastern Schools** to someone who asks

**92%** of residents would recommend living in Fishers to someone who asks

**93%** of residents feel safety in Fishers is exceptionally strong.

**93%** of residents feel the quality of life in Fishers is exceptionally strong

# City of Fishers & HSE Partnership Updates



## Community Based Learning

**8,323**  
Students Annually

**7**  
Active Programs (K-5<sup>th</sup>)

**New Programs**  
Arts Center (Kindergarten),  
Box City (3<sup>rd</sup> Grade)



## Joint Information Network

**Student-led  
Storytelling**

**Hands-On  
Externship**



## Innovation Grants

**\$384,586**  
Awarded Since January 2024

**24 Grants**  
ALL Grade Levels,  
13 Schools

**Top Awards:**  
Virtual Reality, STEM,  
Media & Filmography



## Public Health Partnership

Youth Mental Health  
Family Navigator  
Position

**Open Gyms**

**School Nurse  
Liaison**

**Club Grants**



## FPD Partnership

**SROs**

**Cadet & Teen  
Academy**

**More Info  
Next Slide**



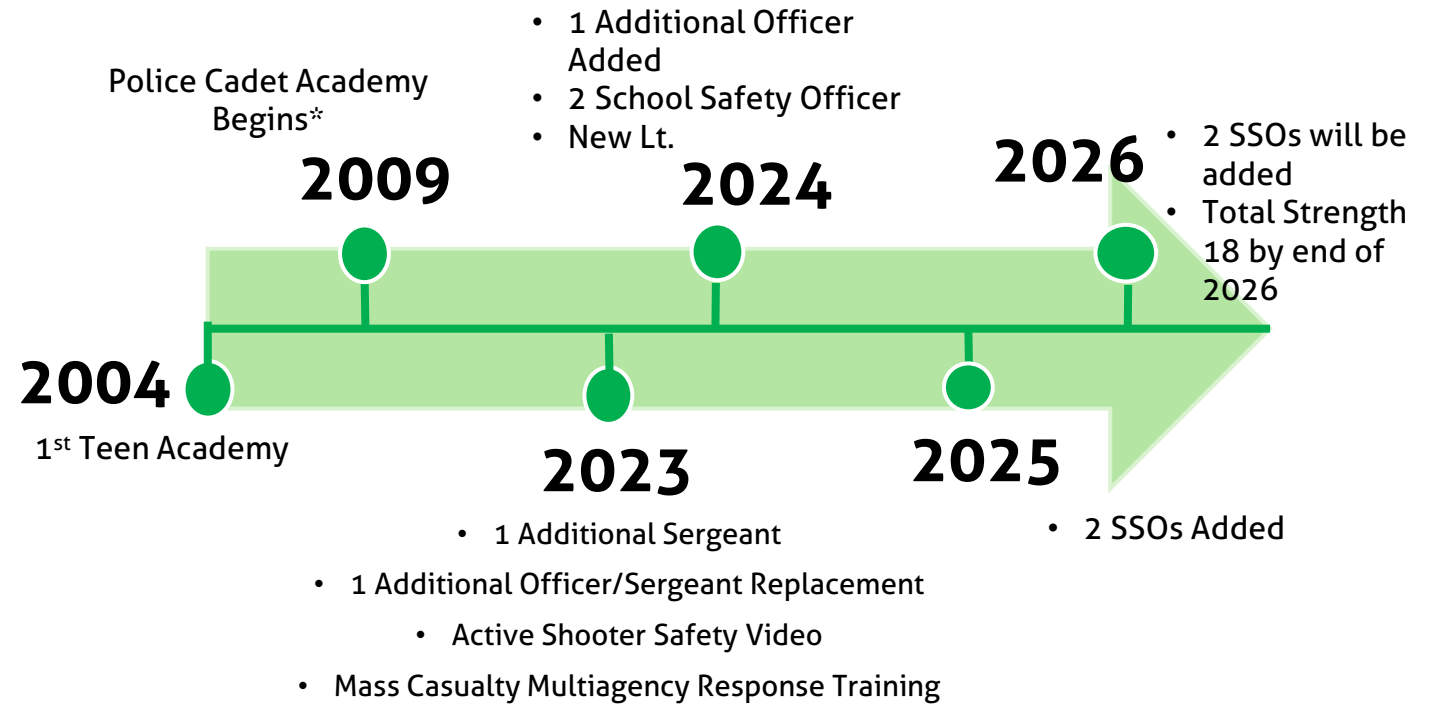


# FISHERS PD PARTNERSHIP

**Ed Gebhart**, Chief of Police

SCHOOL SAFETY, MENTAL HEALTH, CRIME PREVENTION

In 2002, two officers were assigned to the SRO Unit



**2026**

**16**

CURRENT STAFFING

SRO + SSO

**31**

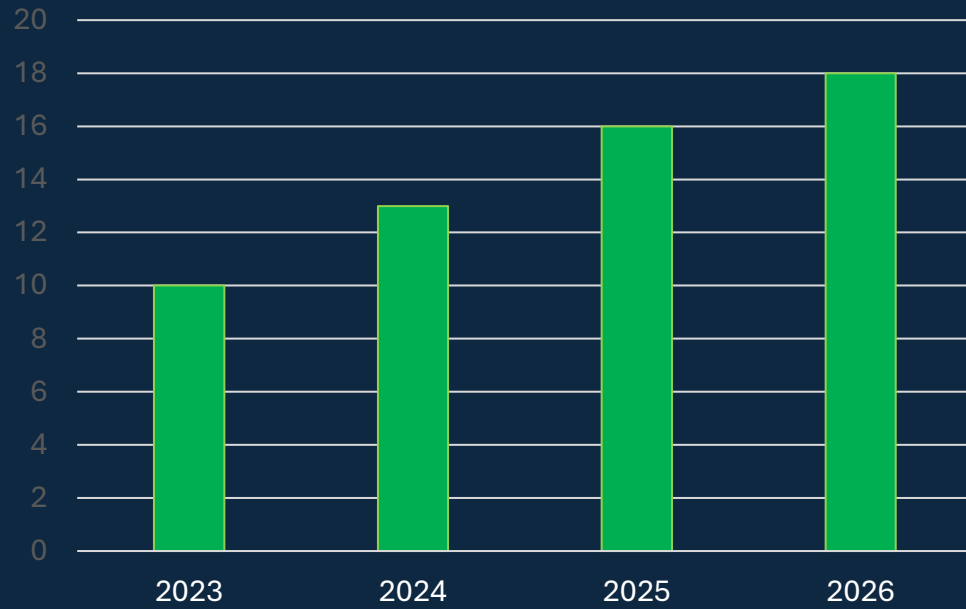
POLICE CADET ACADEMY PARTICIPANTS

**23<sup>rd</sup>**

TEEN ACADEMY SESSION

\*Two cadets have been hired out of the program

## Safety Staffing



## Homegrown Officers

Officer Jamie Alvis

Officer Bri Guy

Officer Anthony Chavez

Officer Matt Madden

Officer Ben McGinnis

Officer Cam Theobald

CFI Jenna Mungovan

## FPD PARTNERSHIP

### Ed Gebhart, Chief of Police

SCHOOL SAFETY, MENTAL HEALTH, CRIME PREVENTION

A letter from a student about a life changing conversation with an SRO that led him to pursue a career in law enforcement.

**"If it hadn't been for that one small conversation. I would not be where I am now if it wasn't for you," an HSE High School Student said. "Back then, I was a shy, skinny kid with no real goals or passions. I had no idea what I wanted to do after high school. Most of the experiences I've had, the friends I've made, the things I've achieved would not have happened if not for that one small conversation with you."**

**"I enlisted into the Army National Guard as a combat medic, mainly because I thought it'd be useful for the future career as a cop."**

# SCHOOL RESOURCE OFFICERS



## SCHOOL RESOURCE OFFICERS

Hamilton Southeastern Schools  
Fishers Police Department



**Lt Kevin Kobli**  
Unit Commander



**Sgt Chris Owens**  
West Supervisor/FHS



**Sgt. Pierre Berry**  
East Supervisor/HSE



**Ofc. Kevin Sutton**  
TCE, DCE, SES



**Ofc. Alicia Ahnert**  
FJH, CRE



**Ofc Adam Shanks**  
BSE, FCE, GES



**Ofc. Matt Madden**  
LRE, SCE, HRE



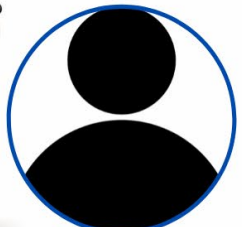
**Ofc. Kyle Johns**  
FHS



**Ofc. Brandon Noel**  
HSE HS



**Ofc. Alex Clausius**  
NBE, HPE, FES



**SRO Opening**  
Schools



**Ofc. Dave Pyle**  
FOCUS, FHSE Academy



**Ofc. Greg Dewald**  
FCI



**Ofc. Shane Stephens**  
SCI



**Ofc. Jeff Krider**  
FCJH



**Ofc. Scott Spillman**  
HIJH



**SSO Opening**  
Riverside



**SSO Opening**  
Schools

# YOUTH ATHLETICS PARTNERSHIP

## Key Points:

### Interlocal (Joint Athletic Director)

- 5 Year Term
- School Employee
- City to reimburse for salary

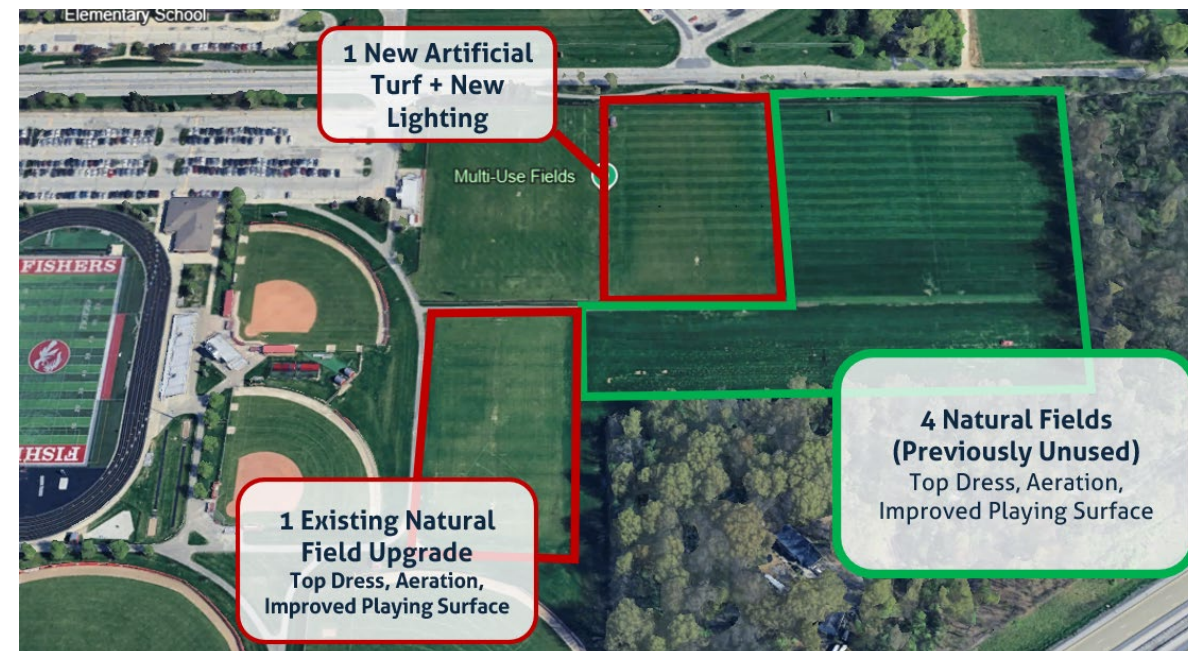
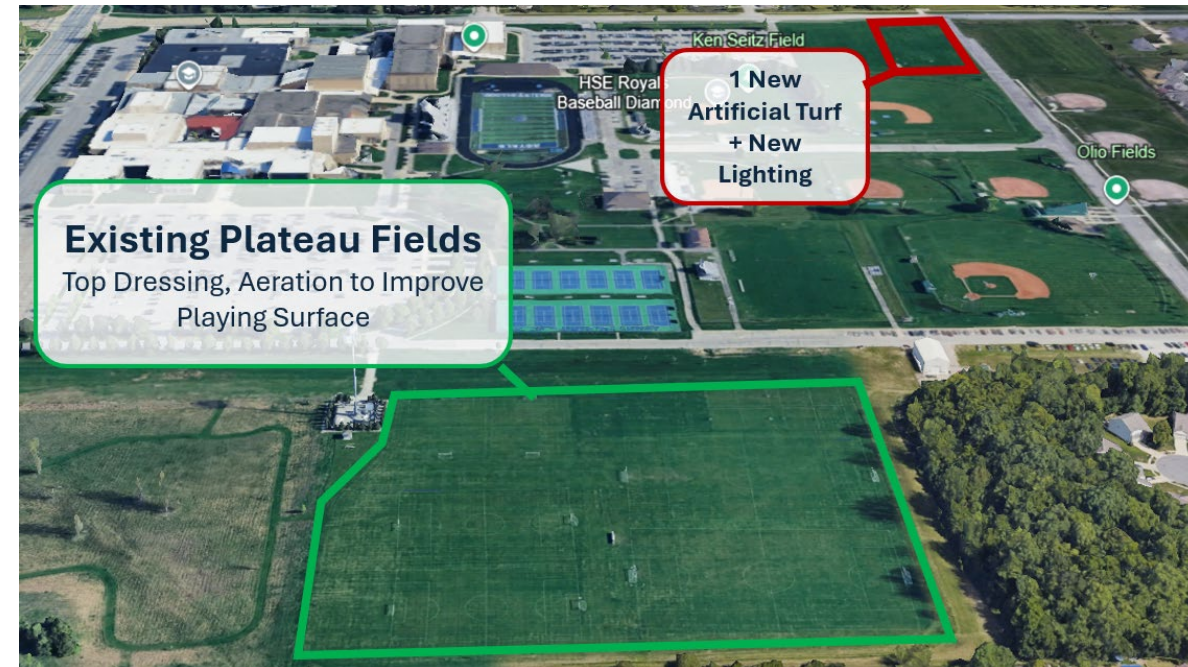
### Centralized Scheduling Infrastructure

- Improve booking data and drive efficient use of facilities

### Field Investments

- \$3.6M of improvements at HSE & Fishers High Schools

### Ordinance Revision



# ACTION ITEMS

## 4.01 Interlocal Agreement

**MOTION to Approve Interlocal Agreement**

## 4.02 SRO MOU (Chief Ed Gebhart)

**MOITION to Approve SRO MOU**



**RESOLUTION NO. R031626A**

**RESOLUTION APPROVING PROJECT AGREEMENT  
(Crossing Hotel)**

WHEREAS, on or about December 11, 2025, the City of Fishers Redevelopment Commission, a commission of the City of Fishers (“City”) authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “Commission”), issued a request for proposals (the “RFP”) for offerors to submit offers for the acquisition and development of real property generally located at 9001 Maynard Lane, Fishers, Indiana (the “Project Site”);

WHEREAS, although the Commission has not named the Award Recipient pursuant to the RFP process, the Commission received only one (1) offer in response to the RFP, an offer from Build BW;

WHEREAS, specifically, Build BW submitted a response to the RFP offering to design and construct a Tempo by Hilton Hotel (the “Hotel”) on the Project Site along with other retail uses;

WHEREAS, to maximize the number of construction days available to Build BW during the 2026 Season, the City, concurrently with the RFP process, has negotiated with Build BW regarding its design and construction of the Hotel and retail on the Project Site (the “Project”);

WHEREAS, as a result of that negotiation, and pursuant to the Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”), BW has agreed, among other obligations, to invest or cause to be invested approximately \$50 Million to complete the Project, if the City, among other obligations, issues a developer backed bond and transfers and conveys the Project Site to Build BW;

WHEREAS, the City now desires to approve the Agreement subject to the Commission naming Build BW as the Award Recipient under the RFP in a duly noticed, public meeting; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning set forth in the Agreement or RFP, as applicable.

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

**Section 1.** Subject to the Commission naming Build BW as the Award Recipient under the RFP, a project agreement substantially similar to the Agreement is hereby approved.

**Section 2.** This Resolution shall be in full force and effect after its adoption by Council, approval by the Mayor, and publication, if required, in accordance with Indiana law; provided, however, if the Commission does not name Build BW as the Award Recipient by or before May 1, 2026, this Resolution shall be, without further action of the Council or Mayor, null, void and of no further force or effect.

ALL OF WHICH IS RESOLVED by the Common Council of Fishers, Indiana, this \_\_\_\_  
day of March 2026.

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

YAY

NAY

ABSTAIN

	John DeLucia, President		
	Tiffanie Ditlevson, Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_, 2026 at \_\_\_\_\_ p.m.

ATTEST: \_\_\_\_\_  
Jennifer L. Kehl, Fishers City Clerk

**MAYOR'S APPROVAL**



\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

**MAYOR'S VETO**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**PROJECT AGREEMENT  
(Crossing Hotel)**

This Project Agreement (the “**Agreement**”) is executed as of the 16th day of March **2026**, by and among \_\_\_\_\_, an Indiana \_\_\_\_\_, (“**Developer**”), **City of Fishers, Indiana**, an Indiana municipal corporation (“**City**”), **Fishers Town Hall Building Corporation**, an Indiana nonprofit corporation (“**Building Corp.**”), **City of Fishers Redevelopment Commission**, a commission of the City authorized and existing pursuant to Ind. Code 36-7-15 *et. seq.* (“**RDC**” and together with the Developer, City, Building Corp., the “**Parties**”, and each, a “**Party**”), on the following terms and conditions:

**Recitals**

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly, City where 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) incited multiple high-growth, high-technology businesses to locate in 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; (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District; and (f) developed and in November, 2024, opened the doors to a state-of-the-art, over 7500 seat event venue that is home to the Indy Fuel©, Indy Freight© and Indy Ignite© professional sports teams and that hosts a multitude of concerts and other performing arts events;

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 real estate developer that has designed and constructed retain and commercial amenities throughout Indiana and in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$50 Million to complete the Project, if the City will satisfy the City’s obligations included herein;

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

WHEREAS, to stimulate and induce the development of the Project on the Project Site, 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:

**Ancillary Agreements** shall mean, individually or collectively, as applicable to the Project, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Easement Agreement, Management Agreement, the Right of Entry Agreement and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement..

**Approved Costs** shall mean all Hard Costs and Soft Costs related to the development and construction of the Project.

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

**Bond(s)** shall mean, for the Project, one or more series of taxable economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq.* for the Bond Term in a maximum par amount that Developer and City Bodies jointly determine will ensure that one hundred percent (100%) of all Excess TIF is utilized to pay debt service on the Bonds. For the avoidance of doubt, the Bonds shall be exclusively based on Excess TIF and shall be payable solely from the applicable Pledged Increment. The City Bodies shall not be obligated to provide any other source of payment or security for the Bonds.

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

**Bond Proceeds** shall mean the proceeds of the Bonds, which Bond Proceeds shall be used to pay (a) Approved Costs, and (b) reasonably incurred and documented administrative costs of the City associated with maintaining the Bonds (the “**Continuing Bond Costs**”).

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

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

**City Fees** shall mean road, bridge and sewer impact fees assessed by the City upon the Developer and first generation tenants of the Project, which are associated with development and construction of the Project.

**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 the Project, to the extent such has not previously occurred, (a) execution of all Ancillary Agreements; (b) the City’s issuance of the Bonds and the purchase of the Bonds

by the Developer; (c) 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); and (d) Building Corp.'s transfer and conveyance of the Project Site to Developer.

**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 the date on which Closing occurs for the Project.

**Commence(d) Construction** shall mean material and substantial work on the Project pursuant to Required Permits such as installation of footings and foundations and shall not be deemed to occur as a result of mere excavation work.

**Concept Plan** shall mean, for the Project, the plan attached hereto as **Exhibit A** .

**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.

**Developer** shall have the meaning set forth in the Preamble.

**Diligence Period** shall mean the time period commencing on the Effective Date and ending five (5) days prior to the Outside Closing Date.

**Divestiture Payment** shall mean in the case of the exercise of the Power of Termination as a result of (a) a default by Developer under Section 11(a), One Dollar (\$1.00) (notwithstanding any investment by Developer or any lender in the Project Site); and (b) a default by Developer under Section 11(b), an amount equal to the reasonable and documented investment made by Developer in the Site, which amount shall include investment and loan proceeds and shall not include any money or other investment of the City.

**Easement Agreement** shall mean one or more easement agreements by and between the Building Corp. or the applicable City Body and Developer that, among other commercially reasonable terms, grants Developer certain exclusive easement interests for using surface parking spaces as follows: (a) not less than three hundred (300), in the aggregate with (i) 200 in the Hotel Valet Spaces and (ii) 100 in the Valet Overflow Spaces, on days that an Event is scheduled at the Event Center, and (b) not less than three hundred (300), in the aggregate, in the Non-Event-Day Spaces on days that

an Event is not scheduled at the Event Center.

The Easement Agreement shall further state that (x) in the absence of amendment by the Parties, the Easement Agreement terminates upon the first date when an at least 125-key, Hilton brand hotel at a level of Tempo® by Hilton or higher is no longer operating on the Hotel Site, (y) Developer shall remove all cars parked as part of the Valet Service from the Event Center VIP Lot not less than three (3) hours prior to any Event; and (z) all parking spaces made available by the Easement Agreement are exclusively made available for Developer's Valet Service.

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

**Event** shall mean any scheduled event occurring at the Event Center.

**Event Center** shall mean the Fishers Event Center located at 11000 Stockade Street, Fishers, Indiana 46037.

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

**Excess TIF** shall mean any Tax Increment generated from the Project Site that is in excess of the Minimum Estimated Taxes.

**Final Documents and Drawings** shall mean, for the Project, 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 the Project 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 Project in excess of the Bond Proceeds.

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

**Hotel Valet Spaces** shall mean the 200 surface parking spaces labeled "Hotel Valet Spaces" in **Exhibit F**.

**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.

**Non-Event-Day Spaces** shall mean three hundred (300) spaces, in the aggregate, in the areas labeled "Paid Parking" and "VIP Parking" in **Exhibit F**.

**Outside Closing Date** shall mean September 30, 2026.

**Permitted Exceptions** shall mean: (a) the lien of Current Year Taxes and Assessments not delinquent; (b) any exceptions to title reflected in the Commitment and not objected to by Developer; (c) this Agreement; (d) reservations of the Power of Termination; and (e) such other matters as are accepted by Developer in writing or which Developer is deemed to have waived pursuant to the terms and conditions of this Agreement.

**Pledged Increment** shall mean one hundred percent (100%) of the Excess TIF generated from the Hotel Site.

**Project** shall mean the development and construction of an at least 125-key hotel and approximately 20,000 SF of retail on the 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).

**Project Site** shall mean property generally known as 9001 Maynard Lane, Fishers, Indiana, 46037 consisting of approximately 1.52 acres and depicted in **Exhibit E**.

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

**Purchase Price** shall mean \$0.00.

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

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

**Right of Entry Agreement** shall mean the temporary easement agreement attached as **Exhibit G**.

**Site Deed** shall mean a limited warranty deed by which the RDC shall convey its interest in the Project Site to Developer together with all improvements thereon, which deed shall be subject only to: (a) the Permitted Exceptions; and (b) matters created or consented to by Developer.

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

**Substantial Completion** shall mean, for the Project, 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 the Project Site, 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 the Project; or (b) render construction of the Project unusually difficult or costly.

**Taxpayer Agreement** shall mean the developer obligations agreement and consent to real property tax lien imposing a lien against Project Site 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 and attached as **Exhibit H**.

**Tax Increment** shall mean tax increment revenue generated by the Project Site.

**Taxpayer Payment(s)** shall mean, individually or collectively, for the Project Site, an amount equal to the difference between: (i) the amount of the semi-annual Minimum Estimated Taxes listed in **Exhibit I** (as listed in the Total D/S column, the “**Minimum Estimated Taxes**”) minus (ii) the Tax Increment actually generated from the Project Site for the applicable semi-annual period, provided that through February 1, 2028 the amounts listed in the Capitalized Interest column shall offset the Tax Payment due.

**Title Insurer** shall mean First American Title Insurance Developer.

**Union Bond** shall mean that certain \$35,185,000 City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) issued on May 13, 2025.

**Valet Service** shall mean Developer's operation of a valet parking service for customers and guests of the Project.

**Valet Overflow Spaces** shall mean the 100 surface parking spaces labeled "Valet Overflow Spaces" in **Exhibit F**.

**VIP Parking** shall mean the surface parking spaces labeled "VIP Parking" in Exhibit H.

## **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 generally 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).

**3. City's Obligations.** Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (b) issue the Bond and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs and Closing Costs, 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)<sup>1</sup>; (c) pledge the Pledged Increment to repayment of the Bonds; (d) waive the City Fees; (e) transfer and convey the Project Site to the Developer; (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 Project 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) enter into the Easement Agreement(s) with Developer; (h) 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 Project on the Project Site, including, whenever reasonably possible, coordinating with Developer to lower the Project's costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving

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<sup>1</sup> See previous comments re: Series B Bond.  
Crossing Hotel  
Project Agreement

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; (i) enter into the Right of Entry Agreement with the Developer on or before May 30, 2026; (j) provide Developer notice of Events (i) at least 180 days prior to such Event or (ii) within three (3) business days of booking an Event; (k) provide Developer bi-monthly reporting regarding the construction status and anticipated completion dates of (i) the Thompson Thrift mixed-use/multi-family project directly to the northeast of the Project Site, and (ii) the Buckingham housing project directly to the southwest of the Project Site; and (l) otherwise strictly comply with the terms of this Agreement.

**4. Developer's Obligations.** Subject to the terms and conditions of this Agreement, Developer shall: (a) Close on the Project on or before the Outside Closing Date; (b) reach Substantial Completion of the Project by December 31, 2027 in accordance with the applicable Final Documents and Drawings and in a manner that results Developer investing approximately \$50 Million in the Project; (c) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (d) make or cause to be made the Tax Payments required by the Taxpayer Agreement by the date listed in the "Date" column in **Exhibit D**; provided, however, such amounts shall not include amounts covered by capitalized interest shown in the Capitalized Interest column on **Exhibit D**; (e) at the Closing, purchase the Bond; (f) obtain the Project Loan and ensure that proceeds of such Project Loan is available on the Closing Date (subject to the satisfaction of customary draw conditions); (g) operate the Valet Service from and within the Hotel Project Site; meaning that neither automobiles nor guests shall stack on Lisbon Lane or the right-of-way adjacent to it and such areas shall at all times be clear of Developer's Valet Service; (h) execute and perform the Ancillary Agreements; (i) otherwise strictly comply with the terms of this Agreement; and (j) within twelve (12) months following Substantial Completion of Project, provide the City with data regarding valet usage and occupancy in order to demonstrate utilization of the parking spaces described herein and to support the continued availability of the additional overflow parking spaces.

**5. Closing.**

(a) **Closing.** Subject to the terms and conditions of this Agreement, Closing shall occur on a date designated by Developer that is on or before the Outside Closing Date at the office of the Title Insurer or at such other place as the City and Developer mutually may agree.

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

(i) Building Corp shall deliver the Site Deed conveying to Developer fee simple title to the Project Site subject only to the Permitted Exceptions;

(ii) Developer shall pay for any title insurance premiums for any such policy required by Developer, including, without limitation, lender's policies, endorsement fees, search fees, costs, and expenses charged for the owner's policies of title insurance.

(iii) Each party shall be responsible for its own legal fees incurred in connection with negotiation and performance of this Agreement and the Closing;

(iv) Building Corp shall provide vendor's affidavits, in form and substance reasonably satisfactory to Developer and such that the Title Insurer agrees to delete the standard exceptions for non-survey matters;

(v) Developer shall provide an affidavit that the Developer is not a "foreign person", in form and substance required by the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

(vi) City Bodies and Developer shall each provide a certification that all of the representations and warranties set forth in Subsection 9(a) and (b), respectively, remain true and accurate in all respects as of the Closing Date;

(vii) 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);

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

(ix) The applicable City Bodies and the Developer shall execute and deliver the Bond Documents;

(x) 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, Building Corp., City, Developer, or the Title Insurer reasonably may request;

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

(xii) Developer shall deliver certificates of policies of insurance required pursuant to **Exhibit J**;

(xiii) Developer shall pay the Purchase Price to the City.

**6. Taxes.** At all times during Developer's ownership or operation of each of the Project and the Project Site, 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 the Project and Closing are subject to the

satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7:

(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) 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.

(k) 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.

(l) 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: (1) waive in writing satisfaction of the conditions and proceed to the Closing; or (2) 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, (A) Developer shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (B) 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 the Project, 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 all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (ii) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (iii) the pledging of the Pledged Increment to the payment of debt service on the Bonds and capitalized interest as applicable; and (iv) the Allocation Areas have been established.

(h) 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.

(i) 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.

(j) 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: (1) waive in writing satisfaction of the conditions and proceed to the Closing; or (2) 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, (A) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (B) 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 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) 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, (v) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (vi) 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 \_\_\_\_\_ 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 Project is consistent with, a part of, and will assist it in fulfilling its Master Development Plan.

## **11. Allocation Areas and Pledged Increment; Bonds Structure.**

(a) Pledged Increment. Subject to all procedures required by the Laws and the terms and conditions of this Agreement and prior to Closing for the Bond, the City Bodies shall pledge: (i) the Pledged Increment to the repayment of the Bonds, and (ii) the Taxpayer Payments to the repayment of the Bonds. The foregoing pledges will remain effective for the Bond Term.

(b) 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.

(c) Bond Structuring. The Bonds may be structured in one or more series to support the Project and will be (i) payable solely from Pledged Increment, (ii) issued on a taxable basis, and (iii) utilized to finance the Project

**12. Plan Refinement Process.** For the Project, 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 consistent with 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. 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.

**15. Special Remedies.**

(a) No Commencement. Subject to Force Majeure and after offering in writing to meet with Developer to discuss Developer's failure to commence, if Developer has not Commenced Construction of the Project within sixty (60) days of Closing (provided that this shall only be applicable to the extent the City enters into the Right of Entry Agreement with the Developer on or before May 30, 2026) then, at any time until Developer has Commenced Construction of the Project, City may elect, in addition to any other legal and equitable remedies available to City, to (1) unilaterally terminate this Agreement; and (2) re-enter the Project Site and exercise its Power of Termination and cause title to such Project Site to vest in the RDC, without any liability or obligation to Developer. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Developer of written notice delivered at any time after the applicable Failure To Commence Date but prior to the time that Developer has Commenced Construction of the Project. Upon delivery of such notice to Developer, Developer shall surrender possession of the Project Site to RDC and title to the Project Site(s) shall automatically, and without further action, vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Developer acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to reconvey the Project Site to the RDC. Any such re-vesting shall be free and clear of any and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than those existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 11(a) or to invoke any available remedy with respect to an Event of Default by Developer shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder. For clarification, the Power of Termination included in this Section 15(a) shall only apply to the extent the City has entered into the Right of Entry Agreement on or before May 30, 2026. In the event of a termination of this Agreement pursuant to this Section 15(a), all due diligence and consultant work paid for by the Developer (including plans, renderings and related materials) shall be deemed Developer intellectual property and may not be shared by the City with third parties without written consent from the Developer.

(b) Work Stop. After Developer has Commenced Construction, subject to Force Majeure, if all construction work of a material nature ceases with respect to the Project for a period of at least one hundred twenty (120) consecutive days or for more than a total of two hundred (200) days during any three hundred sixty (360) day period, then, at any time until construction work of a material nature resumes and is continuing, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement with respect to the Project; (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the Project Site to vest in RDC, without any liability or obligation to Developer. Subject to the foregoing, the Power of Termination and foregoing rights shall be deemed exercised upon delivery to Developer of notice prior to material resumption of the construction work. Such notice together with evidence of remittance of the Divestiture Payment to Developer may be recorded by RDC

contemporaneously with, or at any time after, its delivery of such notice and payment to Developer. Upon delivery of such notice and payment, if applicable, Developer shall surrender possession of the Project Site to RDC and title to the Site shall automatically and without further action of the Parties' vest in RDC; provided, however, if title to the property cannot automatically vest in the RDC, Developer acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to convey the Project Site to the RDC. Any such vesting of shall be free and clear of any, and any and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 11(b), or to invoke any available remedy with respect to an Event of Default by Developer shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

(c) Failure To Timely Complete. Developer acknowledges and agrees that time is of the essence and accordingly, for and in additional consideration for the City Bodies entering into this Agreement and completing the City Obligations, Developer hereby agrees, subject to Force Majeure, to pay \$550.00 per day beyond December 31, 2027 until Substantial Completion of the Project is achieved, for any delay in reaching Substantial Completion of the Project on or before December 31, 2027, which amount(s), in the aggregate, represents a reasonable estimate of loss to the City Bodies and not a penalty. For clarity, the \$550 per day would begin to accrue on October 1, 2027 in the event Substantial Completion of the Project has not been achieved on or before December 31, 2027, and the \$550 per day amount would be calculated based upon days beyond December 31, 2027 until Substantial Completion of the Project is achieved, and as an example, in the event the Project does not achieve Substantial Completion until January 5, 2028 the Developer would owe \$2,750 ( $\$550/\text{day} \times 5 \text{ days beyond December 31, 2027} = \$2,750$ ).

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

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

**17. Assignment.**

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

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

**18. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Developer, \_\_\_\_\_ (\_\_\_\_\_.com), with copies (via email, only) to: \_\_\_\_\_ (\_\_\_\_\_.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., 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., 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, and Developer, respectively; provided, however, each of the City's, Building Corp. and RDC's ability to perform

under this Agreement is subject to completion of certain procedures required by Laws which the City, Building Corp. 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.

**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. 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., 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., 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.

**23. 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.

**24. Index of Exhibits:**

- Exhibit A: Project Concept Plan
- Exhibit B: Project Site
- Exhibit C: Taxpayer Agreement
- Exhibit D: Minimum Estimated Taxes
- Exhibit E: Required Insurances – Developer
- Exhibit F: Event Center Parking Areas: Paid Parking, VIP Parking, Hotel Valet Spaces and Valet Overflow Spaces

*[signatures on following pages]*

IN WITNESS WHEREOF, the City, 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: \_\_\_\_\_

**“RDC”**

FISHERS REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
\_\_\_\_\_, President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

**“BUILDING CORP.”**

FISHERS TOWN HALL BUILDING  
CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

**“DEVELOPER”**

\_\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Project Concept Plan**

**Exhibit B  
Project Site**



**Exhibit C**  
**Taxpayer Agreement**  
*[separately provided]*

## Exhibit D Minimum Estimated Taxes

No.	Date	Principal	Rate	Bond Interest	Total D/S	Capitalized Interest	Annual Debt Service	Available TIF Revenues	Annual Coverage	Annual TIF Revenues	Nominal CF
Draw 1	11/1/25	532,057.31		9,510.52							
Draw 2	12/1/25	926,501.14		11,040.80							
Draw 3	1/1/26	902,716.45		5,378.69							
Draw 4	2/1/26	1,066,035.78		-							
Draw 5	3/1/26	98,689.32		2,940.12							
1	2/1/26		7.15%	25,930.01	25,930.01	(25,930.01)					25,930.01
2	8/1/26		7.15%	125,466.47	125,466.47	(125,466.47)					125,466.47
3	2/1/27		7.15%	126,054.50	126,054.50	(126,054.50)					126,054.50
4	8/1/27	8,000.00	7.15%	126,054.50	134,054.50	(67,067.00)				67,890.00	134,054.50
5	2/1/28	9,000.00	7.15%	125,768.50	134,768.50	(67,067.00)	134,689.00	135,780.00	1.01	67,890.00	134,768.50
6	8/1/28	34,000.00	7.15%	125,446.75	159,446.75					160,434.17	159,446.75
7	2/1/29	35,000.00	7.15%	124,231.25	159,231.25		318,678.00	320,868.34	1.01	160,434.17	159,231.25
8	8/1/29	36,000.00	7.15%	122,980.00	158,980.00					160,434.17	158,980.00
9	2/1/30	38,000.00	7.15%	121,693.00	159,693.00		318,673.00	320,868.34	1.01	160,434.17	159,693.00
10	8/1/30	39,000.00	7.15%	120,334.50	159,334.50					160,434.17	159,334.50
11	2/1/31	41,000.00	7.15%	118,940.25	159,940.25		319,274.75	320,868.34	1.00	160,434.17	159,940.25
12	8/1/31	42,000.00	7.15%	117,474.50	159,474.50					160,434.17	159,474.50
13	2/1/32	43,000.00	7.15%	115,973.00	158,973.00		318,447.50	320,868.34	1.01	160,434.17	158,973.00
14	8/1/32	45,000.00	7.15%	114,435.75	159,435.75					160,434.17	159,435.75
15	2/1/33	47,000.00	7.15%	112,827.00	159,827.00		319,262.75	320,868.34	1.01	160,434.17	159,827.00
16	8/1/33	48,000.00	7.15%	111,146.75	159,146.75					160,434.17	159,146.75
17	2/1/34	50,000.00	7.15%	109,430.75	159,430.75		318,577.50	320,868.34	1.01	160,434.17	159,430.75
18	8/1/34	52,000.00	7.15%	107,643.25	159,643.25					160,434.17	159,643.25
19	2/1/35	54,000.00	7.15%	105,784.25	159,784.25		319,427.50	320,868.34	1.00	160,434.17	159,784.25
20	8/1/35	56,000.00	7.15%	103,853.75	159,853.75					160,434.17	159,853.75
21	2/1/36	58,000.00	7.15%	101,851.75	159,851.75		319,705.50	320,868.34	1.00	160,434.17	159,851.75
22	8/1/36	60,000.00	7.15%	99,778.25	159,778.25					160,434.17	159,778.25
23	2/1/37	62,000.00	7.15%	97,633.25	159,633.25		319,411.50	320,868.34	1.00	160,434.17	159,633.25
24	8/1/37	64,000.00	7.15%	95,416.75	159,416.75					160,434.17	159,416.75
25	2/1/38	66,000.00	7.15%	93,128.75	159,128.75		318,545.50	320,868.34	1.01	160,434.17	159,128.75
26	8/1/38	69,000.00	7.15%	90,769.25	159,769.25					160,434.17	159,769.25
27	2/1/39	71,000.00	7.15%	88,302.50	159,302.50		319,071.75	320,868.34	1.01	160,434.17	159,302.50
28	8/1/39	73,000.00	7.15%	85,764.25	158,764.25					160,434.17	158,764.25
29	2/1/40	77,000.00	7.15%	83,154.50	160,154.50		318,918.75	320,868.34	1.01	160,434.17	160,154.50
30	8/1/40	79,000.00	7.15%	80,401.75	159,401.75					160,434.17	159,401.75
31	2/1/41	82,000.00	7.15%	77,577.50	159,577.50		318,979.25	320,868.34	1.01	160,434.17	159,577.50
32	8/1/41	84,000.00	7.15%	74,646.00	158,646.00					160,434.17	158,646.00
33	2/1/42	88,000.00	7.15%	71,643.00	159,643.00		318,289.00	320,868.34	1.01	160,434.17	159,643.00
34	8/1/42	91,000.00	7.15%	68,497.00	159,497.00					160,434.17	159,497.00
35	2/1/43	94,000.00	7.15%	65,243.75	159,243.75		318,740.75	320,868.34	1.01	160,434.17	159,243.75
36	8/1/43	97,000.00	7.15%	61,883.25	158,883.25					160,434.17	158,883.25
37	2/1/44	101,000.00	7.15%	58,415.50	159,415.50		318,298.75	320,868.34	1.01	160,434.17	159,415.50
38	8/1/44	105,000.00	7.15%	54,804.75	159,804.75					160,434.17	159,804.75
39	2/1/45	108,000.00	7.15%	51,051.00	159,051.00		318,855.75	320,868.34	1.01	160,434.17	159,051.00
40	8/1/45	112,000.00	7.15%	47,190.00	159,190.00					160,434.17	159,190.00
41	2/1/46	116,000.00	7.15%	43,186.00	159,186.00		318,376.00	320,868.34	1.01	160,434.17	159,186.00
42	8/1/46	120,000.00	7.15%	39,039.00	159,039.00					160,434.17	159,039.00
43	2/1/47	125,000.00	7.15%	34,749.00	159,749.00		318,788.00	320,868.34	1.01	160,434.17	159,749.00
44	8/1/47	129,000.00	7.15%	30,280.25	159,280.25					160,434.17	159,280.25
45	2/1/48	134,000.00	7.15%	25,668.50	159,668.50		318,948.75	320,868.34	1.01	160,434.17	159,668.50
46	8/1/48	138,000.00	7.15%	20,878.00	158,878.00					160,434.17	158,878.00
47	2/1/49	144,000.00	7.15%	15,944.50	159,944.50		318,822.50	320,868.34	1.01	160,434.17	159,944.50
48	8/1/49	148,000.00	7.15%	10,796.50	158,796.50					160,434.17	158,796.50
49	2/1/50	154,000.00	7.15%	5,505.50	159,505.50		318,302.00	320,868.34	1.01	160,434.17	159,505.50

**Exhibit E**  
**Required Insurances - Developer**

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 and the Redevelopment Commission 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 F**  
**Event Center Parking Areas**

**Exhibit G**  
**Right of Entry**  
*[separately provided]*



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Resolution Approving SB-1 and Abatement			
<b>SUBMITTED BY</b>	Name & Title: Megan Baumgartner, Director			
	Department: Community & Economic Development			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R031626A	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input checked="" type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Jennifer C. Messer</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	The Fishers Redevelopment Commission issued a request for proposals on December 11, 2025 for the property generally located at 9001 Maynard Lane at the Fishers Event Center. Build BW submitted a response to the request offering to design, construct, and operate a 125-room hotel and mixed-use building. The City, concurrently with the RFP process, has negotiated the Project Agreement to invest approximately \$50 Million and requests a Purchase Price of \$0.00 for the property and a waiver of fees.	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	None
	Source of Funds:	N/A
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Approve the Resolution	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)		

**RESOLUTION NO. R031626A**

**RESOLUTION APPROVING PROJECT AGREEMENT  
(Crossing Hotel)**

WHEREAS, on or about December 11, 2025, the City of Fishers Redevelopment Commission, a commission of the City of Fishers (“City”) authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the “Commission”), issued a request for proposals (the “RFP”) for offerors to submit offers for the acquisition and development of real property generally located at 9001 Maynard Lane, Fishers, Indiana (the “Project Site”);

WHEREAS, although the Commission has not named the Award Recipient pursuant to the RFP process, the Commission received only one (1) offer in response to the RFP, an offer from Build BW;

WHEREAS, specifically, Build BW submitted a response to the RFP offering to design and construct a Tempo by Hilton Hotel (the “Hotel”) on the Project Site along with other retail uses;

WHEREAS, to maximize the number of construction days available to Build BW during the 2026 Season, the City, concurrently with the RFP process, has negotiated with Build BW regarding its design and construction of the Hotel and retail on the Project Site (the “Project”);

WHEREAS, as a result of that negotiation, and pursuant to the Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Agreement”), BW has agreed, among other obligations, to invest or cause to be invested approximately \$50 Million to complete the Project, if the City, among other obligations, issues a developer backed bond and transfers and conveys the Project Site to Build BW;

WHEREAS, the City now desires to approve the Agreement subject to the Commission naming Build BW as the Award Recipient under the RFP in a duly noticed, public meeting; and

WHEREAS, capitalized terms used but not defined herein are used with the meaning set forth in the Agreement or RFP, as applicable.

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

**Section 1.** Subject to the Commission naming Build BW as the Award Recipient under the RFP, a project agreement substantially similar to the Agreement is hereby approved.

**Section 2.** This Resolution shall be in full force and effect after its adoption by Council, approval by the Mayor, and publication, if required, in accordance with Indiana law; provided, however, if the Commission does not name Build BW as the Award Recipient by or before May 1, 2026, this Resolution shall be, without further action of the Council or Mayor, null, void and of no further force or effect.

ALL OF WHICH IS RESOLVED by the Common Council of Fishers, Indiana, this \_\_\_\_  
day of March 2026.

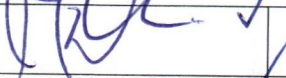
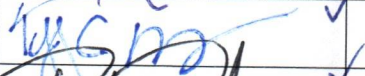
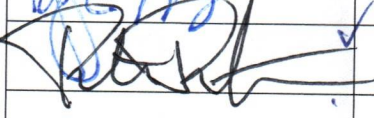
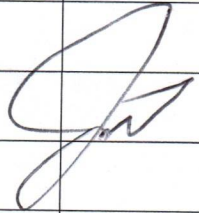
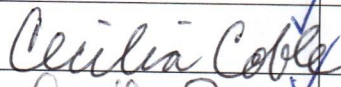
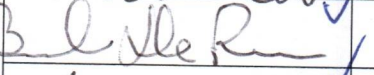



**COMMON COUNCIL OF THE CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**R031626A**

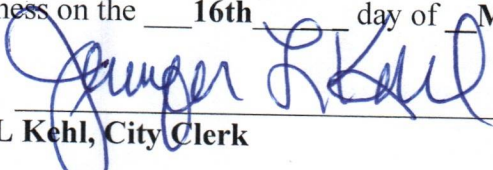
**YAY**

**NAY**

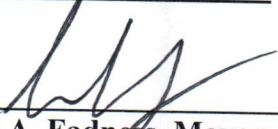
**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 16th day of March 2026, at 8:00 p.m.

ATTEST:   
Jennifer L Kehl, City Clerk



MAYOR'S APPROVAL  
  
Scott A. Fadness, Mayor

March 16, 2026  
DATE

MAYOR'S VETO

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

This instrument is 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

**PROJECT AGREEMENT  
(Crossing Hotel)**

This Project Agreement (the “**Agreement**”) is executed as of the 16th day of March **2026**, by and among \_\_\_\_\_, an Indiana \_\_\_\_\_, (“**Developer**”), **City of Fishers, Indiana**, an Indiana municipal corporation (“**City**”), **Fishers Town Hall Building Corporation**, an Indiana nonprofit corporation (“**Building Corp.**”), **City of Fishers Redevelopment Commission**, a commission of the City authorized and existing pursuant to Ind. Code 36-7-15 *et. seq.* (“**RDC**” and together with the Developer, City, Building Corp., the “**Parties**”, and each, a “**Party**”), on the following terms and conditions:

**Recitals**

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly, City where 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) incited multiple high-growth, high-technology businesses to locate in 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; (e) designed and developed the City’s Nickel Plate pedestrian trail extending throughout the City and serving, among other areas, the Nickel Plate District; and (f) developed and in November, 2024, opened the doors to a state-of-the-art, over 7500 seat event venue that is home to the Indy Fuel©, Indy Freight© and Indy Ignite© professional sports teams and that hosts a multitude of concerts and other performing arts events;

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 real estate developer that has designed and constructed retail and commercial amenities throughout Indiana and in the City;

WHEREAS, Developer has agreed to invest or cause to be invested approximately \$50 Million to complete the Project, if the City will satisfy the City’s obligations included herein;

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

WHEREAS, to stimulate and induce the development of the Project on the Project Site, 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:

**Ancillary Agreements** shall mean, individually or collectively, as applicable to the Project, the instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, Easement Agreement, Management Agreement, the Right of Entry Agreement and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement..

**Approved Costs** shall mean all Hard Costs and Soft Costs related to the development and construction of the Project.

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

**Bond(s)** shall mean, for the Project, one or more series of taxable economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et. seq.* for the Bond Term in a maximum par amount that Developer and City Bodies jointly determine will ensure that one hundred percent (100%) of all Excess TIF is utilized to pay debt service on the Bonds. For the avoidance of doubt, the Bonds shall be exclusively based on Excess TIF and shall be payable solely from the applicable Pledged Increment. The City Bodies shall not be obligated to provide any other source of payment or security for the Bonds.

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

**Bond Proceeds** shall mean the proceeds of the Bonds, which Bond Proceeds shall be used to pay (a) Approved Costs, and (b) reasonably incurred and documented administrative costs of the City associated with maintaining the Bonds (the “**Continuing Bond Costs**”).

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

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

**City Fees** shall mean road, bridge and sewer impact fees assessed by the City upon the Developer and first generation tenants of the Project, which are associated with development and construction of the Project.

**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 the Project, to the extent such has not previously occurred, (a) execution of all Ancillary Agreements; (b) the City’s issuance of the Bonds and the purchase of the Bonds

by the Developer; (c) 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); and (d) Building Corp.'s transfer and conveyance of the Project Site to Developer.

**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 the date on which Closing occurs for the Project.

**Commence(d) Construction** shall mean material and substantial work on the Project pursuant to Required Permits such as installation of footings and foundations and shall not be deemed to occur as a result of mere excavation work.

**Concept Plan** shall mean, for the Project, the plan attached hereto as **Exhibit A** .

**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.

**Developer** shall have the meaning set forth in the Preamble.

**Diligence Period** shall mean the time period commencing on the Effective Date and ending five (5) days prior to the Outside Closing Date.

**Divestiture Payment** shall mean in the case of the exercise of the Power of Termination as a result of (a) a default by Developer under Section 11(a), One Dollar (\$1.00) (notwithstanding any investment by Developer or any lender in the Project Site); and (b) a default by Developer under Section 11(b), an amount equal to the reasonable and documented investment made by Developer in the Site, which amount shall include investment and loan proceeds and shall not include any money or other investment of the City.

**Easement Agreement** shall mean one or more easement agreements by and between the Building Corp. or the applicable City Body and Developer that, among other commercially reasonable terms, grants Developer certain exclusive easement interests for using surface parking spaces as follows: (a) not less than three hundred (300), in the aggregate with (i) 200 in the Hotel Valet Spaces and (ii) 100 in the Valet Overflow Spaces, on days that an Event is scheduled at the Event Center, and (b) not less than three hundred (300), in the aggregate, in the Non-Event-Day Spaces on days that

an Event is not scheduled at the Event Center.

The Easement Agreement shall further state that (x) in the absence of amendment by the Parties, the Easement Agreement terminates upon the first date when an at least 125-key, Hilton brand hotel at a level of Tempo® by Hilton or higher is no longer operating on the Hotel Site, (y) Developer shall remove all cars parked as part of the Valet Service from the Event Center VIP Lot not less than three (3) hours prior to any Event; and (z) all parking spaces made available by the Easement Agreement are exclusively made available for Developer's Valet Service.

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

**Event** shall mean any scheduled event occurring at the Event Center.

**Event Center** shall mean the Fishers Event Center located at 11000 Stockade Street, Fishers, Indiana 46037.

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

**Excess TIF** shall mean any Tax Increment generated from the Project Site that is in excess of the Minimum Estimated Taxes.

**Final Documents and Drawings** shall mean, for the Project, 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 the Project 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 Project in excess of the Bond Proceeds.

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

**Hotel Valet Spaces** shall mean the 200 surface parking spaces labeled "Hotel Valet Spaces" in **Exhibit F**.

**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.

**Non-Event-Day Spaces** shall mean three hundred (300) spaces, in the aggregate, in the areas labeled "Paid Parking" and "VIP Parking" in **Exhibit F**.

**Outside Closing Date** shall mean September 30, 2026.

**Permitted Exceptions** shall mean: (a) the lien of Current Year Taxes and Assessments not delinquent; (b) any exceptions to title reflected in the Commitment and not objected to by Developer; (c) this Agreement; (d) reservations of the Power of Termination; and (e) such other matters as are accepted by Developer in writing or which Developer is deemed to have waived pursuant to the terms and conditions of this Agreement.

**Pledged Increment** shall mean one hundred percent (100%) of the Excess TIF generated from the Hotel Site.

**Project** shall mean the development and construction of an at least 125-key hotel and approximately 20,000 SF of retail on the 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).

**Project Site** shall mean property generally known as 9001 Maynard Lane, Fishers, Indiana, 46037 consisting of approximately 1.52 acres and depicted in **Exhibit E**.

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

**Purchase Price** shall mean \$0.00.

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

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

**Right of Entry Agreement** shall mean the temporary easement agreement attached as **Exhibit G**.

**Site Deed** shall mean a limited warranty deed by which the RDC shall convey its interest in the Project Site to Developer together with all improvements thereon, which deed shall be subject only to: (a) the Permitted Exceptions; and (b) matters created or consented to by Developer.

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

**Substantial Completion** shall mean, for the Project, 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 the Project Site, 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 the Project; or (b) render construction of the Project unusually difficult or costly.

**Taxpayer Agreement** shall mean the developer obligations agreement and consent to real property tax lien imposing a lien against Project Site 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 and attached as **Exhibit H**.

**Tax Increment** shall mean tax increment revenue generated by the Project Site.

**Taxpayer Payment(s)** shall mean, individually or collectively, for the Project Site, an amount equal to the difference between: (i) the amount of the semi-annual Minimum Estimated Taxes listed in **Exhibit I** (as listed in the Total D/S column, the “**Minimum Estimated Taxes**”) minus (ii) the Tax Increment actually generated from the Project Site for the applicable semi-annual period, provided that through February 1, 2028 the amounts listed in the Capitalized Interest column shall offset the Tax Payment due.

**Title Insurer** shall mean First American Title Insurance Developer.

**Union Bond** shall mean that certain \$35,185,000 City of Fishers, Indiana Senior Taxable Economic Development Revenue Bonds, Series 2025 (Union Project) issued on May 13, 2025.

**Valet Service** shall mean Developer's operation of a valet parking service for customers and guests of the Project.

**Valet Overflow Spaces** shall mean the 100 surface parking spaces labeled "Valet Overflow Spaces" in **Exhibit F**.

**VIP Parking** shall mean the surface parking spaces labeled "VIP Parking" in Exhibit H.

## **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 generally 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).

**3. City's Obligations.** Subject to the terms and conditions of this Agreement, the applicable City Body shall: (a) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (b) issue the Bond and, consistent with the Funding Agreement, make available the Bond Proceeds for Approved Costs and Closing Costs, 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)<sup>1</sup>; (c) pledge the Pledged Increment to repayment of the Bonds; (d) waive the City Fees; (e) transfer and convey the Project Site to the Developer; (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 Project 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) enter into the Easement Agreement(s) with Developer; (h) 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 Project on the Project Site, including, whenever reasonably possible, coordinating with Developer to lower the Project's costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving

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<sup>1</sup> See previous comments re: Series B Bond.  
Crossing Hotel  
Project Agreement

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; (i) enter into the Right of Entry Agreement with the Developer on or before May 30, 2026; (j) provide Developer notice of Events (i) at least 180 days prior to such Event or (ii) within three (3) business days of booking an Event; (k) provide Developer bi-monthly reporting regarding the construction status and anticipated completion dates of (i) the Thompson Thrift mixed-use/multi-family project directly to the northeast of the Project Site, and (ii) the Buckingham housing project directly to the southwest of the Project Site; and (l) otherwise strictly comply with the terms of this Agreement.

**4. Developer's Obligations.** Subject to the terms and conditions of this Agreement, Developer shall: (a) Close on the Project on or before the Outside Closing Date; (b) reach Substantial Completion of the Project by December 31, 2027 in accordance with the applicable Final Documents and Drawings and in a manner that results Developer investing approximately \$50 Million in the Project; (c) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (d) make or cause to be made the Tax Payments required by the Taxpayer Agreement by the date listed in the "Date" column in **Exhibit D**; provided, however, such amounts shall not include amounts covered by capitalized interest shown in the Capitalized Interest column on **Exhibit D**; (e) at the Closing, purchase the Bond; (f) obtain the Project Loan and ensure that proceeds of such Project Loan is available on the Closing Date (subject to the satisfaction of customary draw conditions); (g) operate the Valet Service from and within the Hotel Project Site; meaning that neither automobiles nor guests shall stack on Lisbon Lane or the right-of-way adjacent to it and such areas shall at all times be clear of Developer's Valet Service; (h) execute and perform the Ancillary Agreements; (i) otherwise strictly comply with the terms of this Agreement; and (j) within twelve (12) months following Substantial Completion of Project, provide the City with data regarding valet usage and occupancy in order to demonstrate utilization of the parking spaces described herein and to support the continued availability of the additional overflow parking spaces.

**5. Closing.**

(a) **Closing.** Subject to the terms and conditions of this Agreement, Closing shall occur on a date designated by Developer that is on or before the Outside Closing Date at the office of the Title Insurer or at such other place as the City and Developer mutually may agree.

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

(i) Building Corp shall deliver the Site Deed conveying to Developer fee simple title to the Project Site subject only to the Permitted Exceptions;

(ii) Developer shall pay for any title insurance premiums for any such policy required by Developer, including, without limitation, lender's policies, endorsement fees, search fees, costs, and expenses charged for the owner's policies of title insurance.

(iii) Each party shall be responsible for its own legal fees incurred in connection with negotiation and performance of this Agreement and the Closing;

(iv) Building Corp shall provide vendor's affidavits, in form and substance reasonably satisfactory to Developer and such that the Title Insurer agrees to delete the standard exceptions for non-survey matters;

(v) Developer shall provide an affidavit that the Developer is not a "foreign person", in form and substance required by the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

(vi) City Bodies and Developer shall each provide a certification that all of the representations and warranties set forth in Subsection 9(a) and (b), respectively, remain true and accurate in all respects as of the Closing Date;

(vii) 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);

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

(ix) The applicable City Bodies and the Developer shall execute and deliver the Bond Documents;

(x) 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, Building Corp., City, Developer, or the Title Insurer reasonably may request;

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

(xii) Developer shall deliver certificates of policies of insurance required pursuant to **Exhibit J**;

(xiii) Developer shall pay the Purchase Price to the City.

**6. Taxes.** At all times during Developer's ownership or operation of each of the Project and the Project Site, 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 the Project and Closing are subject to the

satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section 7:

(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) 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.

(k) 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.

(l) 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: (1) waive in writing satisfaction of the conditions and proceed to the Closing; or (2) 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, (A) Developer shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (B) 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 the Project, 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 all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance and sale of the Bonds on the terms to which the Parties have agreed; (ii) the use of the Bond Proceeds to pay Approved Costs incurred in connection with the Project; (iii) the pledging of the Pledged Increment to the payment of debt service on the Bonds and capitalized interest as applicable; and (iv) the Allocation Areas have been established.

(h) 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.

(i) 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.

(j) 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: (1) waive in writing satisfaction of the conditions and proceed to the Closing; or (2) 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, (A) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (B) 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 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) 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, (v) it has been duly authorized by proper action: (A) to execute and deliver this Agreement; and (B) to perform its obligations hereunder, (vi) 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 \_\_\_\_\_ 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 Project is consistent with, a part of, and will assist it in fulfilling its Master Development Plan.

## **11. Allocation Areas and Pledged Increment; Bonds Structure.**

(a) Pledged Increment. Subject to all procedures required by the Laws and the terms and conditions of this Agreement and prior to Closing for the Bond, the City Bodies shall pledge: (i) the Pledged Increment to the repayment of the Bonds, and (ii) the Taxpayer Payments to the repayment of the Bonds. The foregoing pledges will remain effective for the Bond Term.

(b) 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.

(c) Bond Structuring. The Bonds may be structured in one or more series to support the Project and will be (i) payable solely from Pledged Increment, (ii) issued on a taxable basis, and (iii) utilized to finance the Project

**12. Plan Refinement Process.** For the Project, 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 consistent with 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. 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.

**15. Special Remedies.**

(a) No Commencement. Subject to Force Majeure and after offering in writing to meet with Developer to discuss Developer's failure to commence, if Developer has not Commenced Construction of the Project within sixty (60) days of Closing (provided that this shall only be applicable to the extent the City enters into the Right of Entry Agreement with the Developer on or before May 30, 2026) then, at any time until Developer has Commenced Construction of the Project, City may elect, in addition to any other legal and equitable remedies available to City, to (1) unilaterally terminate this Agreement; and (2) re-enter the Project Site and exercise its Power of Termination and cause title to such Project Site to vest in the RDC, without any liability or obligation to Developer. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Developer of written notice delivered at any time after the applicable Failure To Commence Date but prior to the time that Developer has Commenced Construction of the Project. Upon delivery of such notice to Developer, Developer shall surrender possession of the Project Site to RDC and title to the Project Site(s) shall automatically, and without further action, vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Developer acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to reconvey the Project Site to the RDC. Any such re-vesting shall be free and clear of any and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than those existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 11(a) or to invoke any available remedy with respect to an Event of Default by Developer shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence or continuation of any violation or violations hereunder. For clarification, the Power of Termination included in this Section 15(a) shall only apply to the extent the City has entered into the Right of Entry Agreement on or before May 30, 2026. In the event of a termination of this Agreement pursuant to this Section 15(a), all due diligence and consultant work paid for by the Developer (including plans, renderings and related materials) shall be deemed Developer intellectual property and may not be shared by the City with third parties without written consent from the Developer.

(b) Work Stop. After Developer has Commenced Construction, subject to Force Majeure, if all construction work of a material nature ceases with respect to the Project for a period of at least one hundred twenty (120) consecutive days or for more than a total of two hundred (200) days during any three hundred sixty (360) day period, then, at any time until construction work of a material nature resumes and is continuing, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Agreement with respect to the Project; (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the Project Site to vest in RDC, without any liability or obligation to Developer. Subject to the foregoing, the Power of Termination and foregoing rights shall be deemed exercised upon delivery to Developer of notice prior to material resumption of the construction work. Such notice together with evidence of remittance of the Divestiture Payment to Developer may be recorded by RDC

contemporaneously with, or at any time after, its delivery of such notice and payment to Developer. Upon delivery of such notice and payment, if applicable, Developer shall surrender possession of the Project Site to RDC and title to the Site shall automatically and without further action of the Parties' vest in RDC; provided, however, if title to the property cannot automatically vest in the RDC, Developer acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to convey the Project Site to the RDC. Any such vesting of shall be free and clear of any, and any and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 11(b), or to invoke any available remedy with respect to an Event of Default by Developer shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

(c) Failure To Timely Complete. Developer acknowledges and agrees that time is of the essence and accordingly, for and in additional consideration for the City Bodies entering into this Agreement and completing the City Obligations, Developer hereby agrees, subject to Force Majeure, to pay \$550.00 per day beyond December 31, 2027 until Substantial Completion of the Project is achieved, for any delay in reaching Substantial Completion of the Project on or before December 31, 2027, which amount(s), in the aggregate, represents a reasonable estimate of loss to the City Bodies and not a penalty. For clarity, the \$550 per day would begin to accrue on October 1, 2027 in the event Substantial Completion of the Project has not been achieved on or before December 31, 2027, and the \$550 per day amount would be calculated based upon days beyond December 31, 2027 until Substantial Completion of the Project is achieved, and as an example, in the event the Project does not achieve Substantial Completion until January 5, 2028 the Developer would owe \$2,750 ( $\$550/\text{day} \times 5 \text{ days beyond December 31, 2027} = \$2,750$ ).

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

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

**17. Assignment.**

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

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

**18. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, Lindsey Bennett, City Attorney with copies (via email, only) to: Jennifer Messer, jennifermesserlaw@gmail.com; and to Developer, \_\_\_\_\_ (\_\_\_\_\_.com), with copies (via email, only) to: \_\_\_\_\_ (\_\_\_\_\_.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., 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., 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, and Developer, respectively; provided, however, each of the City's, Building Corp. and RDC's ability to perform

under this Agreement is subject to completion of certain procedures required by Laws which the City, Building Corp. 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.

**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. 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., 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., 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.

**23. 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.

**24. Index of Exhibits:**

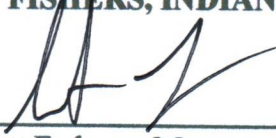
- Exhibit A: Project Concept Plan
- Exhibit B: Project Site
- Exhibit C: Taxpayer Agreement
- Exhibit D: Minimum Estimated Taxes
- Exhibit E: Required Insurances – Developer
- Exhibit F: Event Center Parking Areas: Paid Parking, VIP Parking, Hotel Valet Spaces and Valet Overflow Spaces

*[signatures on following pages]*

IN WITNESS WHEREOF, the City, 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: March 16, 2026

**R031626A**

**“RDC”**

FISHERS REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
\_\_\_\_\_, President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

**“BUILDING CORP.”**

FISHERS TOWN HALL BUILDING  
CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

**“DEVELOPER”**

\_\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Project Concept Plan**

**Exhibit B  
Project Site**



**Exhibit C**  
**Taxpayer Agreement**  
*[separately provided]*

## Exhibit D Minimum Estimated Taxes

No.	Date	Principal	Rate	Bond Interest	Total D/S	Capitalized Interest	Annual Debt Service	Available TIF Revenues	Annual Coverage	Annual TIF Revenues	Nominal CF
Draw 1	11/1/25	532,057.31		9,510.52							
Draw 2	12/1/25	926,501.14		11,040.80							
Draw 3	1/1/26	902,716.45		5,378.69							
Draw 4	2/1/26	1,066,035.78		-							
Draw 5	3/1/26	98,689.32		2,940.12							
1	2/1/26		7.15%	25,930.01	25,930.01	(25,930.01)					25,930.01
2	8/1/26		7.15%	125,466.47	125,466.47	(125,466.47)					125,466.47
3	2/1/27		7.15%	126,054.50	126,054.50	(126,054.50)					126,054.50
4	8/1/27	8,000.00	7.15%	126,054.50	134,054.50	(67,067.00)				67,890.00	134,054.50
5	2/1/28	9,000.00	7.15%	125,768.50	134,768.50	(67,067.00)	134,689.00	135,780.00	1.01	67,890.00	134,768.50
6	8/1/28	34,000.00	7.15%	125,446.75	159,446.75					160,434.17	159,446.75
7	2/1/29	35,000.00	7.15%	124,231.25	159,231.25		318,678.00	320,868.34	1.01	160,434.17	159,231.25
8	8/1/29	36,000.00	7.15%	122,980.00	158,980.00					160,434.17	158,980.00
9	2/1/30	38,000.00	7.15%	121,693.00	159,693.00		318,673.00	320,868.34	1.01	160,434.17	159,693.00
10	8/1/30	39,000.00	7.15%	120,334.50	159,334.50					160,434.17	159,334.50
11	2/1/31	41,000.00	7.15%	118,940.25	159,940.25		319,274.75	320,868.34	1.00	160,434.17	159,940.25
12	8/1/31	42,000.00	7.15%	117,474.50	159,474.50					160,434.17	159,474.50
13	2/1/32	43,000.00	7.15%	115,973.00	158,973.00		318,447.50	320,868.34	1.01	160,434.17	158,973.00
14	8/1/32	45,000.00	7.15%	114,435.75	159,435.75					160,434.17	159,435.75
15	2/1/33	47,000.00	7.15%	112,827.00	159,827.00		319,262.75	320,868.34	1.01	160,434.17	159,827.00
16	8/1/33	48,000.00	7.15%	111,146.75	159,146.75					160,434.17	159,146.75
17	2/1/34	50,000.00	7.15%	109,430.75	159,430.75		318,577.50	320,868.34	1.01	160,434.17	159,430.75
18	8/1/34	52,000.00	7.15%	107,643.25	159,643.25					160,434.17	159,643.25
19	2/1/35	54,000.00	7.15%	105,784.25	159,784.25		319,427.50	320,868.34	1.00	160,434.17	159,784.25
20	8/1/35	56,000.00	7.15%	103,853.75	159,853.75					160,434.17	159,853.75
21	2/1/36	58,000.00	7.15%	101,851.75	159,851.75		319,705.50	320,868.34	1.00	160,434.17	159,851.75
22	8/1/36	60,000.00	7.15%	99,778.25	159,778.25					160,434.17	159,778.25
23	2/1/37	62,000.00	7.15%	97,633.25	159,633.25		319,411.50	320,868.34	1.00	160,434.17	159,633.25
24	8/1/37	64,000.00	7.15%	95,416.75	159,416.75					160,434.17	159,416.75
25	2/1/38	66,000.00	7.15%	93,128.75	159,128.75		318,545.50	320,868.34	1.01	160,434.17	159,128.75
26	8/1/38	69,000.00	7.15%	90,769.25	159,769.25					160,434.17	159,769.25
27	2/1/39	71,000.00	7.15%	88,302.50	159,302.50		319,071.75	320,868.34	1.01	160,434.17	159,302.50
28	8/1/39	73,000.00	7.15%	85,764.25	158,764.25					160,434.17	158,764.25
29	2/1/40	77,000.00	7.15%	83,154.50	160,154.50		318,918.75	320,868.34	1.01	160,434.17	160,154.50
30	8/1/40	79,000.00	7.15%	80,401.75	159,401.75					160,434.17	159,401.75
31	2/1/41	82,000.00	7.15%	77,577.50	159,577.50		318,979.25	320,868.34	1.01	160,434.17	159,577.50
32	8/1/41	84,000.00	7.15%	74,646.00	158,646.00					160,434.17	158,646.00
33	2/1/42	88,000.00	7.15%	71,643.00	159,643.00		318,289.00	320,868.34	1.01	160,434.17	159,643.00
34	8/1/42	91,000.00	7.15%	68,497.00	159,497.00					160,434.17	159,497.00
35	2/1/43	94,000.00	7.15%	65,243.75	159,243.75		318,740.75	320,868.34	1.01	160,434.17	159,243.75
36	8/1/43	97,000.00	7.15%	61,883.25	158,883.25					160,434.17	158,883.25
37	2/1/44	101,000.00	7.15%	58,415.50	159,415.50		318,298.75	320,868.34	1.01	160,434.17	159,415.50
38	8/1/44	105,000.00	7.15%	54,804.75	159,804.75					160,434.17	159,804.75
39	2/1/45	108,000.00	7.15%	51,051.00	159,051.00		318,855.75	320,868.34	1.01	160,434.17	159,051.00
40	8/1/45	112,000.00	7.15%	47,190.00	159,190.00					160,434.17	159,190.00
41	2/1/46	116,000.00	7.15%	43,186.00	159,186.00		318,376.00	320,868.34	1.01	160,434.17	159,186.00
42	8/1/46	120,000.00	7.15%	39,039.00	159,039.00					160,434.17	159,039.00
43	2/1/47	125,000.00	7.15%	34,749.00	159,749.00		318,788.00	320,868.34	1.01	160,434.17	159,749.00
44	8/1/47	129,000.00	7.15%	30,280.25	159,280.25					160,434.17	159,280.25
45	2/1/48	134,000.00	7.15%	25,668.50	159,668.50		318,948.75	320,868.34	1.01	160,434.17	159,668.50
46	8/1/48	138,000.00	7.15%	20,878.00	158,878.00					160,434.17	158,878.00
47	2/1/49	144,000.00	7.15%	15,944.50	159,944.50		318,822.50	320,868.34	1.01	160,434.17	159,944.50
48	8/1/49	148,000.00	7.15%	10,796.50	158,796.50					160,434.17	158,796.50
49	2/1/50	154,000.00	7.15%	5,505.50	159,505.50		318,302.00	320,868.34	1.01	160,434.17	159,505.50

**Exhibit E**  
**Required Insurances - Developer**

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 and the Redevelopment Commission 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 F**  
**Event Center Parking Areas**

**Exhibit G**  
**Right of Entry**  
*[separately provided]*



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026		
<b>TITLE</b>	Resolution Approving SB-1 and Abatement		
<b>SUBMITTED BY</b>	Name & Title: Megan Baumgartner, Director		
	Department: Community & Economic Development		
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
	<input type="checkbox"/> Executive		<input type="checkbox"/> Retreat
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution
<b>ORDINANCE/RESOLUTION</b> <small>(New ordinances or resolutions are assigned a new number)</small>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing
			<input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading
		<input type="checkbox"/> Final Reading	
	Ordinance #:		Resolution #: R031626A
<b>CONTRACTS</b> <small>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)</small>	<input checked="" type="checkbox"/> <b>Contract required</b> for this item		<input type="checkbox"/> Signed copy of contract attached
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services
<b>HAMILTON COUNTY</b> <small>(Some documents need recorded by the City Clerk)</small>	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Jennifer C. Messer</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	The Fishers Redevelopment Commission issued a request for proposals on December 11, 2025 for the property generally located at 9001 Maynard Lane at the Fishers Event Center. Build BW submitted a response to the request offering to design, construct, and operate a 125-room hotel and mixed-use building. The City, concurrently with the RFP process, has negotiated the Project Agreement to invest approximately \$50 Million and requests a Purchase Price of \$0.00 for the property and a waiver of fees.	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	None
	Source of Funds:	N/A
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Approve the Resolution	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)		

**ORDINANCE NO. 031626**

**AN ORDINANCE OF THE CITY OF FISHERS, INDIANA  
AMENDING SECTION 72.17, OF THE CITY OF FISHERS CODE OF ORDINANCES**

WHEREAS, pursuant to Indiana Code §9-21-1-3, the City of Fishers (“City”) has authority to regulate the standing or parking of vehicles on roads under its authority within the municipal boundaries of the City;

WHEREAS, on July 21, 2025, the City of Fishers Common Council (“Council”) approved Ordinance No. 061625D which created Section 72.17, Residential Parking Permits (“Ordinance”);

WHEREAS, on January 20, 2026, the Council approved Ordinance No. 012026A which amended the Ordinance; and

WHEREAS, the Ordinance needs further clarification to aid in enforcement.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

**Section 1.** Section 72.17, *Residential Parking Permits*, is hereby amended with additional or new language shown in blue and deletions shown in red-strikeout, as follows:

**§ 72.17 Residential Parking Permits.**

- (A) Residential Parking Permit Zones are hereby established by this Section 72.17 and shall be designated by signage on streets and areas as set forth in Section 75.01, Schedule IV, Residential Parking Permit Zones. A residential parking permit shall be required in order to park in a Residential Parking Permit Zone. Residents of each dwelling located directly adjacent to a street ~~within a residential permit parking zone established~~ shown or listed in Section 75.01 Schedule IV, Residential Parking Permit Zones, may request a residential parking permit upon an application provided by the Fishers Police Department.
- (B) Each application for a residential parking permit shall contain the applicant’s name and address and proof of residency at the address. Final determination of eligibility and number of permits shall be made by the Fishers Police Chief or his designee.
- (C) A residential parking permit shall be hung on the rearview mirror or otherwise placed in the vehicle for which the permit is issued in a prominent location that is visible from outside of the vehicle.

- (D) A residential parking permit shall be valid only for the resident for which it was issued and may not be transferred, assigned, sold or leased. If the resident who applied for and received a residential parking permit at any time transfers, assigns, sells or leases his/her residential parking permit or moves his/her residency outside of a Residential Permit Parking Zone, then all parking permits issued to that resident shall be void.
- (E) Any person who parks in a Residential Permit Parking Zone [at locations and times as set forth in Section 75.01, Schedule IV](#), without a valid residential parking permit visible in their vehicle as set forth herein commits a violation of this Section 72.17 [and shall be subject to the fines set forth in Section 36.08](#).
- (F) A residential parking permit shall not serve to guarantee or to reserve the permit holder an on-street parking space.
- (G) A residential parking permit shall not take precedence over temporary or permanent no parking zones enacted by the council or otherwise posted by the City of Fishers.
- (H) The City of Fishers Board of Public Works & Safety is authorized by duly adopted resolution to amend the Residential Parking Permit Zones, as deemed necessary by the Fishers Police Chief.
- (I) [Section 72.17 shall be enforced by the Fishers Police Department and all persons empowered by the Fishers Police Chief to enforce local ordinances.](#)
- (1) [It shall not be a defense that the driver of the vehicle had a residential parking permit pursuant to this section and failed to properly display the permit as required by 72.17\(C\).](#)
  - (2) [It shall not be a defense that the vehicle was unattended at the time of this violation. If the vehicle is unattended at the time of the violation, the responsibility rests solely on the registered owner of the vehicle regardless of who was operating the vehicle at the time of the violation.](#)
    - a) [If the vehicle is registered to a business or corporation, at the time of the violation, the responsibility rests on the assigned driver of the vehicle. If it cannot be readily determined who was the assigned driver of the vehicle at the time of the violation, the responsibility rests solely with the President if the owner is a corporation, the managing member if the owner is a limited liability company, or a partner if the owner is a partnership. If none of those can be ascertained, then the responsibility shall rest with the registered agent or the person responsible for vehicle assignments.](#)

- b) If the vehicle is registered to a leasing company or a rental company and the driver cannot be readily determined at the time of the violation, the responsibility rests with the leasing agent or rental agent.

**Section 2.** All other provisions of the City's 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 16th day of March, 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, President		
	Tiffanie Ditlevson Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2026, at \_\_\_\_\_ p.m.

ATTEST: \_\_\_\_\_  
Jennifer L Kehl, City Clerk

**MAYOR'S APPROVAL**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

**MAYOR'S VETO**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE



This instrument is 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



# Council Action Form

<b>MEETING DATE</b>	January 20, 2026			
<b>TITLE</b>	Request to Approve an Amendment to Section 72.17 of the Fishers Code of Ordinances (Residential Parking Permits)			
<b>SUBMITTED BY</b>	Name & Title: Lindsey Bennett, Corporation Counsel			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #: 031626		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	X Seeking award or other scenario & <b>will provide contract</b> at a later date		<input type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000		<input type="checkbox"/> Services	
	Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Capital Outlay	
			<input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	In July 2025, City Council approved an ordinance that created residential parking permits and a corresponding schedule of zones that required a parking permit. The ordinance was amended in January 2026 and further clarifications are needed to aid in the enforcement of the ordinance.	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Reject
	3.	
	4.	
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends approving the recommendations.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)		

**ORDINANCE NO. 031626**

**AN ORDINANCE OF THE CITY OF FISHERS, INDIANA  
AMENDING SECTION 72.17, OF THE CITY OF FISHERS CODE OF ORDINANCES**

WHEREAS, pursuant to Indiana Code §9-21-1-3, the City of Fishers (“City”) has authority to regulate the standing or parking of vehicles on roads under its authority within the municipal boundaries of the City;

WHEREAS, on July 21, 2025, the City of Fishers Common Council (“Council”) approved Ordinance No. 061625D which created Section 72.17, Residential Parking Permits (“Ordinance”);

WHEREAS, on January 20, 2026, the Council approved Ordinance No. 012026A which amended the Ordinance; and

WHEREAS, the Ordinance needs further clarification to aid in enforcement.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

**Section 1.** Section 72.17, *Residential Parking Permits*, is hereby amended with additional or new language shown in blue and deletions shown in ~~red-strikeout~~, as follows:

**§ 72.17 Residential Parking Permits.**

- (A) Residential Parking Permit Zones are hereby established by this Section 72.17 and shall be designated by signage on streets and areas as set forth in Section 75.01, Schedule IV, Residential Parking Permit Zones. A residential parking permit shall be required in order to park in a Residential Parking Permit Zone. Residents of each dwelling located directly adjacent to a street shown or listed in Section 75.01 Schedule IV, Residential Parking Permit Zones, may request a residential parking permit upon an application provided by the Fishers Police Department.
- (B) Each application for a residential parking permit shall contain the applicant’s name and address and proof of residency at the address. Final determination of eligibility and number of permits shall be made by the Fishers Police Chief or his designee.
- (C) A residential parking permit shall be hung on the rearview mirror or otherwise placed in the vehicle for which the permit is issued in a prominent location that is visible from outside of the vehicle.

- (D) A residential parking permit shall be valid only for the resident for which it was issued and may not be transferred, assigned, sold or leased. If the resident who applied for and received a residential parking permit at any time transfers, assigns, sells or leases his/her residential parking permit or moves his/her residency outside of a Residential Permit Parking Zone, then all parking permits issued to that resident shall be void.
- (E) Any person who parks in a Residential Permit Parking Zone at locations and times as set forth in Section 75.01, Schedule IV, without a valid residential parking permit visible in their vehicle as set forth herein commits a violation of this Section 72.17 and shall be subject to the fines set forth in Section 36.08.
- (F) A residential parking permit shall not serve to guarantee or to reserve the permit holder an on-street parking space.
- (G) A residential parking permit shall not take precedence over temporary or permanent no parking zones enacted by the council or otherwise posted by the City of Fishers.
- (H) The City of Fishers Board of Public Works & Safety is authorized by duly adopted resolution to amend the Residential Parking Permit Zones, as deemed necessary by the Fishers Police Chief.
- (I) Section 72.17 shall be enforced by the Fishers Police Department and all persons empowered by the Fishers Police Chief to enforce local ordinances.
  - (1) It shall not be a defense that the driver of the vehicle had a residential parking permit pursuant to this section and failed to properly display the permit as required by 72.17(C).
  - (2) It shall not be a defense that the vehicle was unattended at the time of this violation. If the vehicle is unattended at the time of the violation, the responsibility rests solely on the registered owner of the vehicle regardless of who was operating the vehicle at the time of the violation.
    - a) If the vehicle is registered to a business or corporation, at the time of the violation, the responsibility rests on the assigned driver of the vehicle. If it cannot be readily determined who was the assigned driver of the vehicle at the time of the violation, the responsibility rests solely with the President if the owner is a corporation, the managing member if the owner is a limited liability company, or a partner if the owner is a partnership. If none of those can be ascertained, then the responsibility shall rest with the registered agent or the person responsible for vehicle assignments.

- b) If the vehicle is registered to a leasing company or a rental company and the driver cannot be readily determined at the time of the violation, the responsibility rests with the leasing agent or rental agent.

**Section 2.** All other provisions of the City's 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 16th day of March, 2026.

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

**031626**

**YAY**

**NAY**

**ABSTAIN**

<i>[Handwritten signature]</i>	John DeLucia, President		
<i>[Handwritten signature]</i>	Tiffanie Ditlevson Vice President		
<i>[Handwritten signature]</i>	Pete Peterson, Member		
<i>[Handwritten signature]</i>	John Weingardt, Member		
<i>[Handwritten signature]</i>	Cecilia Coble, Member		
<i>[Handwritten signature]</i>	Brad DeReamer, Member		
<i>[Handwritten signature]</i>	Selina Stoller, Member		
<i>[Handwritten signature]</i>	Todd Zimmerman, Member		
<i>[Handwritten signature]</i>	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 16th day of March 2026, at 8:00 p.m.

ATTEST: *[Handwritten signature]*  
Jennifer L Kehl, City Clerk

**MAYOR'S APPROVAL**

*[Handwritten signature]*  
Scott A. Fadness, Mayor

March 16, 2026  
DATE



**MAYOR'S VETO**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

This instrument is 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. 031626**

**AN ORDINANCE OF THE CITY OF FISHERS, INDIANA  
AMENDING SECTION 72.17, OF THE CITY OF FISHERS CODE OF ORDINANCES**

WHEREAS, pursuant to Indiana Code §9-21-1-3, the City of Fishers (“City”) has authority to regulate the standing or parking of vehicles on roads under its authority within the municipal boundaries of the City;

WHEREAS, on July 21, 2025, the City of Fishers Common Council (“Council”) approved Ordinance No. 061625D which created Section 72.17, Residential Parking Permits (“Ordinance”);

WHEREAS, on January 20, 2026, the Council approved Ordinance No. 012026A which amended the Ordinance; and

WHEREAS, the Ordinance needs further clarification to aid in enforcement.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Fishers meeting in regular session as follows:

**Section 1.** Section 72.17, *Residential Parking Permits*, is hereby amended with additional or new language shown in blue and deletions shown in red-strikeout, as follows:

**§ 72.17 Residential Parking Permits.**

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- (B) Each application for a residential parking permit shall contain the applicant’s name and address and proof of residency at the address. Final determination of eligibility and number of permits shall be made by the Fishers Police Chief or his designee.
- (C) A residential parking permit shall be hung on the rearview mirror or otherwise placed in the vehicle for which the permit is issued in a prominent location that is visible from outside of the vehicle.

- (D) A residential parking permit shall be valid only for the resident for which it was issued and may not be transferred, assigned, sold or leased. If the resident who applied for and received a residential parking permit at any time transfers, assigns, sells or leases his/her residential parking permit or moves his/her residency outside of a Residential Permit Parking Zone, then all parking permits issued to that resident shall be void.
- (E) Any person who parks in a Residential Permit Parking Zone [at locations and times as set forth in Section 75.01, Schedule IV](#), without a valid residential parking permit visible in their vehicle as set forth herein commits a violation of this Section 72.17 [and shall be subject to the fines set forth in Section 36.08](#).
- (F) A residential parking permit shall not serve to guarantee or to reserve the permit holder an on-street parking space.
- (G) A residential parking permit shall not take precedence over temporary or permanent no parking zones enacted by the council or otherwise posted by the City of Fishers.
- (H) The City of Fishers Board of Public Works & Safety is authorized by duly adopted resolution to amend the Residential Parking Permit Zones, as deemed necessary by the Fishers Police Chief.
- (I) [Section 72.17 shall be enforced by the Fishers Police Department and all persons empowered by the Fishers Police Chief to enforce local ordinances.](#)
  - (1) [It shall not be a defense that the driver of the vehicle had a residential parking permit pursuant to this section and failed to properly display the permit as required by 72.17\(C\).](#)
  - (2) [It shall not be a defense that the vehicle was unattended at the time of this violation. If the vehicle is unattended at the time of the violation, the responsibility rests solely on the registered owner of the vehicle regardless of who was operating the vehicle at the time of the violation.](#)
    - a) [If the vehicle is registered to a business or corporation, at the time of the violation, the responsibility rests on the assigned driver of the vehicle. If it cannot be readily determined who was the assigned driver of the vehicle at the time of the violation, the responsibility rests solely with the President if the owner is a corporation, the managing member if the owner is a limited liability company, or a partner if the owner is a partnership. If none of those can be ascertained, then the responsibility shall rest with the registered agent or the person responsible for vehicle assignments.](#)

- b) If the vehicle is registered to a leasing company or a rental company and the driver cannot be readily determined at the time of the violation, the responsibility rests with the leasing agent or rental agent.

**Section 2.** All other provisions of the City's 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 16th day of March, 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, President		
	Tiffanie Ditlevson Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2026, at \_\_\_\_\_ p.m.

ATTEST: \_\_\_\_\_  
Jennifer L Kehl, City Clerk

**MAYOR'S APPROVAL**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

**MAYOR'S VETO**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE



This instrument is 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



# Council Action Form

<b>MEETING DATE</b>	January 20, 2026		
<b>TITLE</b>	Request to Approve an Amendment to Section 72.17 of the Fishers Code of Ordinances (Residential Parking Permits)		
<b>SUBMITTED BY</b>	Name & Title: Lindsey Bennett, Corporation Counsel		
	Department:		
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session <input type="checkbox"/> Executive	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special <input type="checkbox"/> Retreat
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> <small>(New ordinances or resolutions are assigned a new number)</small>	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input checked="" type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> 3 <sup>rd</sup> Reading <input type="checkbox"/> Final Reading
	Ordinance #: 031626		Resolution #:
<b>CONTRACTS</b> <small>(Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)</small>	<input type="checkbox"/> Contract <b>required</b> for this item	<input type="checkbox"/> Signed copy of contract attached	
	<input checked="" type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date	<input type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.	<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> <small>(Some documents need recorded by the City Clerk)</small>	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
<b>BACKGROUND</b> (Includes description, background, and justification)	In July 2025, City Council approved an ordinance that created residential parking permits and a corresponding schedule of zones that required a parking permit. The ordinance was amended in January 2026 and further clarifications are needed to aid in the enforcement of the ordinance.	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve
	2.	Reject
	3.	
	4.	
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends approving the recommendations.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)		

**ORDINANCE NO. 031626A**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS  
AMENDING CHAPTER 96 (PARKS & RECREATION)**

WHEREAS, the City of Fishers, Hamilton County, Indiana (the “City”) provides and maintains a myriad of Park and recreational amenities for its residents including various types of Sports Facilities (as defined herein);

WHEREAS, the City continuously considers policies that maximize use of Sports Facilities by evaluating trends in usage;

WHEREAS, accordingly, the City now desires to update its ordinances governing use of Sports Facilities to correspond with current use trends and demand; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the City’s Ordinances shall continue in full force and effect.

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

**Section 1.** § 96.15 DEFINITIONS is hereby repealed and replaced in full as follows:

**§ 96.15 DEFINITIONS**

For purposes of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DEPARTMENT.** The City’s Department of Parks and Recreation.

**DIRECTOR.** The person designated by the City to oversee scheduling the Sports Facilities.

**FACILITY USE AGREEMENT.** An agreement between the City and a Partner Organization that includes, among other commercially reasonable terms, the following:

- a) Amount to be paid by a Partner Organization to cover the direct and indirect costs associated with using a Sports Facility;
- b) Term of the agreement; and
- c) Specific Sports Facility covered by the agreement.

**MAXIMUM EXPENDITURE.** The maximum amount that a Member League may spend on Personal Services during the Member League’s 12-month fiscal year.

**MEMBER LEAGUE.** A recreational youth sports league that satisfies the following:

- a) Is an Indiana nonprofit corporation in good standing with the Indiana Secretary of State's Office;
- b) Is a sanctioned member of Mudsock Youth Athletics;
- c) Maintains yearly expenditures at or below the Maximum Expenditure; and
- d) Maintains a roster that is comprised of 100% of youth who reside within the HSE School District.

**MUDSOCK YOUTH ATHLETICS.** An Indiana nonprofit corporation offering youth sports leagues on behalf of the City.

**PARK.** All public parklands owned by the City.

**PARTNER ORGANIZATION.** An Indiana nonprofit corporation that satisfies the following:

- a) Is in good standing with the Indiana Secretary of State's Office;
- b) Provides organized, competitive youth team sports activities; and
- c) Maintains a club roster comprised of 60% of youth who reside within the Fishers municipal boundaries.

**PERSONAL SERVICES.** Services including but not limited to those provided by coaches, trainers, administrators, technical staff, schedulers, security personnel, field maintenance crews, consultants, camps, clinics, directors or officers. Personal Services shall not include services provided by referees, umpires, officials, concessions directors or coordinators, the sale of products to league participants or sale of products at events.

**SPORTS FACILITY.** A City athletic or sports field or related amenity that is available for rental.

**TRAIL.** Any multi-purpose trail, greenway trail, or park trail owned by the City.

**UNAFFILIATED ORGANIZATION.** Any organization or individual that does not qualify as Mudsock Youth Athletics, a Member League or a Partner Organization.

**VEHICLE.** Any motor vehicle, trailer, snowmobile, motorcycle, motor scooter or other means of motorized conveyance.

**Section 2.** §96.16 PARK REGULATIONS shall be repealed and replaced in full as follows:

**§96.16 PARK REGULATIONS**

(A) The City may engage in or permit select activities for authorized management, special events and programs, maintenance, medical, and law enforcement purposes irrespective of this section.

(B) This section does not affect any agreement between the City and Mudsock Youth Athletics, a Member League or a Partner Organization regarding the use of Sports Facilities.

(C) All applicable federal, state, and local laws apply and will be enforced.

(D) Any person who commits any of the following acts in a Park or on a Trail shall be fined in accordance with § 96.99.

(1) *Park and Trail rules.* To disobey or disregard the rules, notices, prohibitions, instructions, or directions posted on any Park or Trail sign by the City.

(2) *Vehicle restrictions.* To operate or park a vehicle within any Park or on a Trail except on clearly marked and designated roadways, drives, and parking spaces.

(3) *Hunting.* To bring, carry, or possess a bow and arrow or to bring, carry, possess, set or use any snare, trap, seine, net, similar device, or other weapon (excluding firearms) capable of capturing or harming any wild animal or bird in a Park or on a Trail.

(4) *Fires.* To build a campfire in a Park or on a Trail without a permit from the Department.

(5) *Animals and plants.*

(a) To ride a horse or pony in a Park or on a Trail without a permit from the Department.

(b) To release any domesticated or wild animal, plant, flower, tree, seed, or other vegetation in a Park or on a Trail.

(c) To catch or otherwise harass any wild animal or bird in a Park or on a Trail. Fishing is permitted in areas designated for that purpose.

(6) *Games.* To engage in any athletic contest, event, or activity not specifically designated for that purpose whereby an area is usurped by participants to the exclusion of others or at the risk of injury to others or damage to property.

(7) *Vandalism.*

(a) To damage any structure, vegetation, nest, or any other property situated or kept in a Park or on a Trail.

(b) To expand private land boundaries into a Park or Trail, use a Park or Trail for the storage of personal property, build ground or tree forts, install a tree stand or hunting blind, or to otherwise encroach in any way upon a Park or Trail in a manner inconsistent with its intended use and purpose.

(c) To remove or take for one's own personal or private use, any sign, trash receptacle, table, bench, log, flower, plant, tree, shrub, animal, or any other property located in a Park or on a Trail.

(d) To alter, construct, erect, or remove any structure within a Park or on a Trail without a permit from the City.

(8) *Camping.* To pitch or maintain a tent or other improvised shelter in a Park or on a Trail for the purpose of overnight camping without a permit from the Department.

(9) *Alcohol*. To bring, possess, consume, dispense, convey, or give away any alcohol beverage in a Park or on a Trail without first obtaining a permit from the City.

(10) *Amusements*. To erect or fabricate any tent, booth, stand, pavilion, or to operate any ride or similar device in a Park or on a Trail without a permit from the Department.

(11) *Swimming*. To swim or bathe in any area, including stream, creek, river, pond, or lake within a Park or along a Trail not designated and marked specifically for that purpose.

(12) *Peddling and soliciting*. To hawk, peddle, solicit, distribute handbills, advertise, post signs, or offer for sale any item in a Park or on a Trail without a permit from the Department or City.

(13) *Assembly*.

(a) To assemble for the purpose of or which, in fact, results in blocking or obstructing the lawful use by any other person of any portion of a Park or Trail or any structure in a Park or on a Trail or any position of access or exit to or from any Park, Trail, or structure therein.

(b) To fail or refuse to withdraw from an unlawful assembly promptly upon issuance of an order to disperse, if such order is given in such manner that such person can reasonably be expected to hear and read such order.

(14) *Interference*. To interfere with any contractor, City employee, or permit holder while in the performance of his/her duty or while performing any legal activity within a Park or on a Trail.

(15) *Reservations*. To use or occupy any Park shelter, Sports Facility or other facility while posted as “reserved” or after having been presented with an official permit to use such Sports Facility or other facility for some specific organized function by a group of persons, organization, or individual.

(16) *Fees*. To charge admission, collect fees or payment for any activity, event, service, or use of any Park or Trail or any Sports Facility or facility in a Park or on a Trail without a permit from the Department.

(17) *Park hours*. All Parks shall be closed to the general public between the hours of 10:00 p.m. and 6:00 a.m. except as otherwise posted and permitted by the Department. It shall be unlawful for any unauthorized person to be present in a Park during the above stated hours or at other times as posted. Exceptions: Persons who are participating in or associated with a (a) City sponsored or approved program or event, (b) Mudsock Youth Athletics event, or (c) program or event administered pursuant to a Facility Agreement Use Agreement.”

**Section 3.** §96.20 POLICIES AND PROCEDURES FOR USE shall be repealed and replaced in full as follows:

(A) Member Leagues. Any Member League shall be entitled to use Sports Facilities free of charge. All Member Leagues must accept any applicant who resides within the HSE School District, or whose parent(s), step-parent(s) or guardian(s) reside within the HSE School District, unless such person has been found unfit for participation in such Member League in accordance with its policies and procedures. It is the City's intent and expectation that each Member League shall have its own rules and regulations governing registration requirements, scheduling, obtaining uniforms, establishing teams and other organizational matters. The obligation to accept any applicant does not negate the right of the Member League to establish reasonable rules and regulations to govern the conduct of its affairs. These rules may include provisions for the exclusion of parents who are determined to be unfit from participation. All Member Leagues shall be a member in good standing of Mudsock Youth Athletics. To be a member in good standing of Mudsock Youth Athletics, the Member League shall have as a standing rule within its constitution and/or bylaws that all of its participants shall reside within the limits of the HSE School District. If Mudsock Youth Athletics sanctions a Member League that does not adhere to this requirement, such organization may not be scheduled for free-of-charge use of Sports Facilities. Notwithstanding the foregoing provision and the earlier requirement that youth participants of Member Leagues reside within the HSE School District, a Member League may file a waiver with the Mudsock Youth Athletics office to allow non-HSE School District players to participate to:

- (1) Complete a full team that could not otherwise be accomplished under appropriate circumstances, or
- (2) Permit participation by a child in a neighboring community (borders adjacent to the City) in a team sport that is not available in the child's home community. Appropriate circumstances shall be reasonably determined by Mudsock Youth Athletics' Board of Directors. The waiver shall be in writing and shall set forth the particular circumstances justifying the exception to the rule. In no case may a youth participant resident of the HSE School District be cut from the program in order to accommodate a player that does not reside within the HSE School District. A waiver sought or obtained on what are deemed to be inappropriate circumstances may serve as a basis for the revocation of the organization's designation as a Member League, in the reasonable discretion of Mudsock Youth Athletics or the City.

(B) Mudsock Youth Athletics Requirements.

- (1) The following requirements shall be maintained in the policies and procedures of Mudsock Youth Athletics:
  - (a) Within 10 days of the City approving a Maximum Expenditure, all Member Leagues shall be notified by Mudsock Youth Athletics of such Maximum Expenditure.
  - (b) A Member League may not expend in excess of the Maximum Expenditure for personal services during its 12-month fiscal year. If a Member League expends revenue in excess of its Maximum Expenditure, the Member League automatically forfeits its designation as a Member League and the benefits associated with that designation.

(c) Each Member League must make an annual public financial report and accounting that includes, at a minimum, a detailed accounting of the sources of revenue and expenditure of all funds, and a statement of financial position. This public accounting must be filed with the Mudsock Youth Athletics office within 30 days of the end of the Member League's fiscal year. The financial report shall be a public document available for public inspection at the Mudsock Youth Athletics office.

(d) A Member League shall be an Indiana nonprofit corporation in good standing with the Indiana Secretary of State's Office.

(e) A Member League shall provide a certificate of comprehensive liability insurance coverage in an amount not less than \$1,000,000/\$3,000,000 insuring the Member League from any and all liability for its negligence and naming the City as a co-insured.

**Section 4.** § 96.21 AFFILIATES shall be repealed and replaced in full as follows:

#### **§96.21 PARTNER ORGANIZATIONS**

(A) In recognition of the youth sports opportunities and programming offered by Partner Organizations that Fishers does not currently offer, Fishers desires to provide Partner Organizations use of Sports Facilities pursuant to Facility Use Agreements that govern use of such Sports Facilities.

(B) Partner Organizations shall at all times:

(1) Maintain and provide to the City a certificate of comprehensive liability insurance coverage in an amount not less than \$1,000,000/\$3,000,000 insuring the Partner Organization from any and all liability and naming the City as co-insured;

(2) Maintain financial records which shall, at a minimum, contain a detailed, line-item accounting of all sources of revenue and all expenditures of funds and a statement of financial position, and upon request, immediately make such accounting available for the City's review; and

(3) Operate in strict compliance with a Facility Use Agreement the City.

**Section 5.** §96.22 NON-DISCRIMINATION/APPLICABLE LAW shall be repealed and replaced in full as follows:

#### **§96.22 NON-DISCRIMINATION/APPLICABLE LAW**

Notwithstanding the foregoing provisions, it is the City's policy that no child shall be denied the opportunity to participate in any sports league utilizing the City's Sports Facilities in violation of the Constitution of the United States of America or the Constitution of the State of Indiana. This statement of policy recognizes that there may be circumstances under which there are inadequate Sports Facilities to provide for all of the residentially qualified participants. It is not the intent of the City to obligate itself to provide for adequate Sports Facilities any sooner than prudent fiscal policy permits in such events. The City shall continue

to provide for priority scheduling of Fishers' Sports Facilities in a manner that does not preclude the use of such Sports Facilities by others who do not meet the qualifications provided for in this section.

**Section 6.** § 96.23 SCHEDULING shall be repealed and replaced in full as follows:

**§ 96.23 SCHEDULING**

The Director will have the exclusive discretion and authority to assign Sports Facilities, including, without limitation, to Mudsock Youth Athletics and Member Leagues; provided, however, the City shall be exclusively responsible for negotiating and entering into Use Agreements with Partner Organizations.

**Section 7.** § 96.24 FIELD RENTAL FEE shall be repealed and replaced in full as follows:

**§ 96.24 FIELD RENTAL FEE**

Use of Sports Facilities by Other Organizations shall be subject to an hourly field rental fee. The rental fee for Fishers' athletic fields shall be annually reviewed and approved by the City which fee shall be consistent with state and federal law and rationally related to Fishers' cost to operate the athletic fields.

**Section 8.** § 96.25 TRESPASS shall be repealed and replaced in full as follows:

**§ 96.25 TRESPASS**

The provisions of this subchapter may be enforced by any employee of the City upon notice of the violation including public safety personnel, Department employees or others. Any person or entity occupying the City's facilities or Sports Facilities during periods that have been scheduled for use by others is considered a trespasser and is subject to immediate ejection from such facility or Sports Facility. Refusal to leave a Sports Facility upon request by a City employee constitutes an infraction for which a citation may be issued in accordance with this code.

**Section 9.** § 96.26 MAXIMUM EXPENDITURES shall be replaced in full as follows:

**§ 96.26 MAXIMUM EXPENDITURES**

On or before November 1st of each year, Mudsock Youth Athletics shall recommend a Maximum Expenditure to the City for the proceeding calendar year. On or before the immediately following December 31st, the City shall establish the applicable Maximum Expenditure (whether recommended by Mudsock Youth Athletics or determined by the City) for the immediately following calendar year.

**Section 10.** This Ordinance shall be in full force and effect after its adoption by Council, approval by the Mayor, and publication, if required, in accordance with Indiana law.

ALL OF WHICH IS ORDAINED by the Common Council of Fishers, Indiana, this \_\_\_\_ day of April 2026.

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

YAY

NAY

ABSTAIN

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



# Council Action Form

<b>MEETING DATE</b>	3/16/25			
<b>TITLE</b>	Ordinance Amending Chapter 96 (Parks & Recreation)			
<b>SUBMITTED BY</b>	Name & Title: Jordin Alexander			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #: 031626A		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Jennifer Messer</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>As the City seeks to promote efficiency in the use of its Sports facilities, the proposed amendment gives the City of Fishers exclusive discretion and authority to assign its Sports Facilities to user groups, including to Mudsock Youth Athletics and its Member Leagues.</p> <p>Mudsock Youth Athletics and Member Leagues will be entitled to use the City's Sports Facilities free of charge. Member Leagues must maintain rosters comprised of 100% youth who reside within the HSE School District to be eligible for free of charge facility use.</p> <p>The City may provide Partner Organizations use of its Sports Facilities pursuant to a Facility Use agreement detailing an amount to be paid to cover the cost associated with the use of the Sports Facilities. Partner Organizations must maintain club rosters comprised of 60% of youth who reside within the Fishers municipal boundaries.</p> <p>All Other Organizations will be subject to an hourly field rental fee for use of City Sports Facilities. The rental fee schedule will be annually reviewed and approved by the City.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold 1 <sup>st</sup> Reading
	2.	Continue
	3.	Take no action
	4.	
<b>PROJECT TIMELINE</b>		
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Hold 1 <sup>st</sup> Reading	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)		



**ORDINANCE NO. 022326C**

**AN ORDINANCE OF THE COMMON COUNCIL  
AMENDING THE COMPREHENSIVE PLAN FOR  
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

This is an ordinance to amend the text of the Comprehensive Plan, Ordinance No. 032116C, previously enacted by the City of Fishers, Hamilton County, Indiana (“City”), pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Fishers (the “Petitioner”), seeks to amend the standards of the Comprehensive Plan for the annual update, as further specified herein (“Amendment”);

WHEREAS, the City’s Plan Commission has conducted a public hearing on Docket No. TA-26-2 is required by law in regards to the Amendment;

WHEREAS, the Plan Commission at its March 4, 2026 meeting sent a favorable recommendation to the Fishers City Council by a vote of 7 in favor and 0 opposed;

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the Council hereby desires to adopt the Amendment and as part of such approval requests that the City update the City's zone improvement plan; and

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the zone improvement plan shall be updated prior to consideration of the City impact fees.

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

**Section 1.** The Fishers 2040 Comprehensive Plan is hereby amended per Exhibit A.

**Section 2.** All other provisions of the Comprehensive Plan not in conflict with or specifically changed by this Amendment shall remain in full force and effect.

**Section 3.** This ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

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

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> of March 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, President		
	Tiffanie Ditlevson, Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2026 at \_\_\_\_\_ p

ATTEST: \_\_\_\_\_

**Jennifer L. Kehl, Fishers City Clerk**



**MAYOR'S APPROVAL**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

**MAYOR'S VETO**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

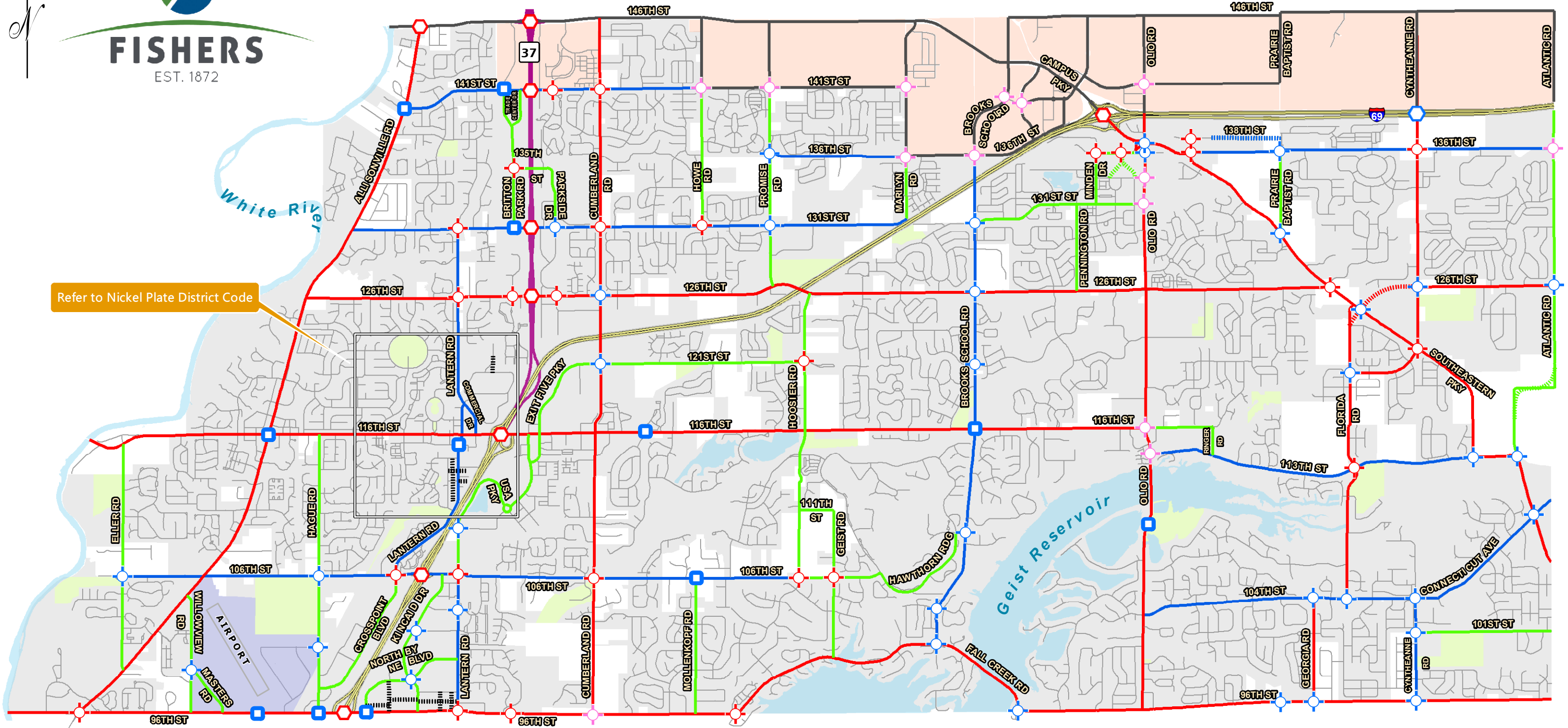
This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**Exhibit A**

*Throughfare Plan*

# Fishers Thoroughfare Plan



Refer to Nickel Plate District Code



### Legend

- ◻ Intersection Improvement
- ◻ Intersection Improvement - Future
- City Boundary
- Noblesville/County
- ⊗ Roundabout
- ⊗ Roundabout - Future
- ⊗ Roundabout - Other
- ⊞ Interchange
- ⊞ Interchange - Future
- Arterial - Primary
- Arterial - Secondary
- Arterial - Noblesville/County Primary
- ⋯ Proposed Connections- Classifications by Color
- Collector
- Local Roads
- Interstate
- Expressway



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a text amendment to the Fishers 2040 Plan to update the Throughfare Plan (TA-26-2)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input checked="" type="checkbox"/> Final Reading
	Ordinance #: 022326C		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office  <input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>This is a text amendment to Fishers 2040 Plan to update the Throughfare Plan, these include:</p> <ol style="list-style-type: none"> <li>1. Added intersection improvement at 141st St &amp; Trade Center Dr</li> <li>2. Added intersection improvement at 131st St &amp; Britton Park Rd</li> <li>3. Revised roundabout to intersection improvement at 116th St &amp; Allisonville</li> <li>4. Added Maple Del local roads</li> <li>5. Added Balmoral local roads</li> <li>6. Added proposed road connections between Meadows Dr and Lantern Rd</li> <li>7. Added roundabout at 141st St &amp; Howe Rd (Noblesville)</li> <li>8. Revised roundabout from proposed to complete at 131st St &amp; Howe Rd</li> <li>9. Added intersection improvement at 116th St &amp; Klotz Farm Blvd</li> <li>10. Added local roads for Canterwood</li> <li>11. Revised roundabout from proposed to complete at 121st St &amp; Hoosier Rd</li> <li>12. Brooks School Rd corridor updates: <ol style="list-style-type: none"> <li>12a. Added roundabout at 126th St</li> <li>12b. Added roundabout at Carriage Stone Dr (Sandstone Meadows) &amp; Duval Dr (Cottonwood Creek at Gray Eagle)</li> <li>12c. Added Intersection Improvement at 116th</li> <li>12d. Added round-about at Club Pt (entrance to Hamilton Proper)</li> <li>12e. Added round-about at Aldenham Blvd (Brookston Place) &amp; Anchorage Way (The Anchorage)</li> <li>12f. New roundabout (modify existing) at Fall Creek Rd</li> </ol> </li> <li>13. Added proposed road connections between 134th St &amp; 136th St and Minden Dr &amp; Olio Rd in Saxony</li> <li>14. Added intersection improvement at Olio Rd &amp; Olivia Way</li> <li>15. Revised roundabout at 136th St &amp; Atlantic Rd from 'Future' to 'Others' (Ingalls)</li> <li>16. Added Legacy Living local roads (public and private) at 136th St &amp; Cyntheanne Rd</li> </ol> <p>This was presented to the Fishers Plan Commission on March 4, 2026 and received a favorable recommendation to City Council 7-0.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A

<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	
	4.	
<b>PROJECT TIMELINE</b>	February 23, 2026 - 1st Reading - City Council March 4, 2026 - Public Hearing - Plan Commission March 16, 2026 - Proposed Final Reading - City Council	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Ordinance 2. Thoroughfare Plan	

ORDINANCE NO. 022326C

AN ORDINANCE OF THE COMMON COUNCIL  
AMENDING THE COMPREHENSIVE PLAN FOR  
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.

This is an ordinance to amend the text of the Comprehensive Plan, Ordinance No. 032116C, previously enacted by the City of Fishers, Hamilton County, Indiana (“City”), pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Fishers (the “Petitioner”), seeks to amend the standards of the Comprehensive Plan for the annual update, as further specified herein (“Amendment”);

WHEREAS, the City’s Plan Commission has conducted a public hearing on Docket No. TA-26-2 is required by law in regards to the Amendment;

WHEREAS, the Plan Commission at its March 4, 2026 meeting sent a favorable recommendation to the Fishers City Council by a vote of 7 in favor and 0 opposed;

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the Council hereby desires to adopt the Amendment and as part of such approval requests that the City update the City's zone improvement plan; and

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the zone improvement plan shall be updated prior to consideration of the City impact fees.

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

**Section 1.** The Fishers 2040 Comprehensive Plan is hereby amended per Exhibit A.

**Section 2.** All other provisions of the Comprehensive Plan not in conflict with or specifically changed by this Amendment shall remain in full force and effect.

**Section 3.** This ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

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

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> of March 2026.

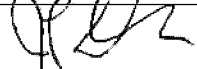


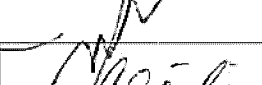
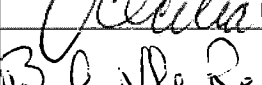
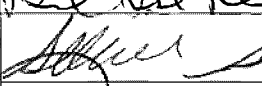
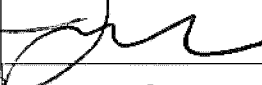

**COMMON COUNCIL OF THE CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**022326C**

**YAY**

**NAY**

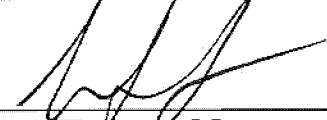
**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 16th day of March 2026, at 8:00 p.m.

ATTEST:   
Jennifer L. Kehl, City Clerk

**MAYOR'S APPROVAL**

  
Scott A. Fadness, Mayor

March 16, 2026  
DATE



**MAYOR'S VETO**

\_\_\_\_\_  
Scott A. Fadness, Mayor

\_\_\_\_\_  
DATE

This instrument is 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

**Exhibit A**

*Throughfare Plan*





# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a text amendment to the Fishers 2040 Plan to update the Throughfare Plan (TA-26-2)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input checked="" type="checkbox"/> Final Reading
	Ordinance #: 022326C		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office  <input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>This is a text amendment to Fishers 2040 Plan to update the Throughfare Plan, these include:</p> <ol style="list-style-type: none"> <li>1. Added intersection improvement at 141st St &amp; Trade Center Dr</li> <li>2. Added intersection improvement at 131st St &amp; Britton Park Rd</li> <li>3. Revised roundabout to intersection improvement at 116th St &amp; Allisonville</li> <li>4. Added Maple Del local roads</li> <li>5. Added Balmoral local roads</li> <li>6. Added proposed road connections between Meadows Dr and Lantern Rd</li> <li>7. Added roundabout at 141st St &amp; Howe Rd (Noblesville)</li> <li>8. Revised roundabout from proposed to complete at 131st St &amp; Howe Rd</li> <li>9. Added intersection improvement at 116th St &amp; Klotz Farm Blvd</li> <li>10. Added local roads for Canterwood</li> <li>11. Revised roundabout from proposed to complete at 121st St &amp; Hoosier Rd</li> <li>12. Brooks School Rd corridor updates: <ol style="list-style-type: none"> <li>12a. Added roundabout at 126th St</li> <li>12b. Added roundabout at Carriage Stone Dr (Sandstone Meadows) &amp; Duval Dr (Cottonwood Creek at Gray Eagle)</li> <li>12c. Added Intersection Improvement at 116th</li> <li>12d. Added round-about at Club Pt (entrance to Hamilton Proper)</li> <li>12e. Added round-about at Aldenham Blvd (Brookston Place) &amp; Anchorage Way (The Anchorage)</li> <li>12f. New roundabout (modify existing) at Fall Creek Rd</li> </ol> </li> <li>13. Added proposed road connections between 134th St &amp; 136th St and Minden Dr &amp; Olio Rd in Saxony</li> <li>14. Added intersection improvement at Olio Rd &amp; Olivia Way</li> <li>15. Revised roundabout at 136th St &amp; Atlantic Rd from 'Future' to 'Others' (Ingalls)</li> <li>16. Added Legacy Living local roads (public and private) at 136th St &amp; Cyntheanne Rd</li> </ol> <p>This was presented to the Fishers Plan Commission on March 4, 2026 and received a favorable recommendation to City Council 7-0.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A

<p style="text-align: center;"><b>OPTIONS</b> (Include <i>Deny Approval</i> Option)</p>	1.	Hold Final Reading
	2.	Continue
	3.	
	4.	
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>	<p>February 23, 2026 - 1st Reading - City Council  March 4, 2026 - Public Hearing - Plan Commission  March 16, 2026 - Proposed Final Reading - City Council</p>	
<p style="text-align: center;"><b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)</p>	<p>Staff recommends that Council hold final reading.</p>	
<p style="text-align: center;"><b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)</p>	<p>1. Ordinance  2. Thoroughfare Plan</p>	

**ORDINANCE NO. 022326C**

**AN ORDINANCE OF THE COMMON COUNCIL  
AMENDING THE COMPREHENSIVE PLAN FOR  
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

This is an ordinance to amend the text of the Comprehensive Plan, Ordinance No. 032116C, previously enacted by the City of Fishers, Hamilton County, Indiana (“City”), pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Fishers (the “Petitioner”), seeks to amend the standards of the Comprehensive Plan for the annual update, as further specified herein (“Amendment”);

WHEREAS, the City’s Plan Commission has conducted a public hearing on Docket No. TA-26-2 is required by law in regards to the Amendment;

WHEREAS, the Plan Commission at its March 4, 2026 meeting sent a favorable recommendation to the Fishers City Council by a vote of 7 in favor and 0 opposed;

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the Council hereby desires to adopt the Amendment and as part of such approval requests that the City update the City's zone improvement plan; and

WHEREAS, pursuant to Ind. Code 36-7-4 et. seq., the zone improvement plan shall be updated prior to consideration of the City impact fees.

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

**Section 1.** The Fishers 2040 Comprehensive Plan is hereby amended per Exhibit A.

**Section 2.** All other provisions of the Comprehensive Plan not in conflict with or specifically changed by this Amendment shall remain in full force and effect.

**Section 3.** This ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

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

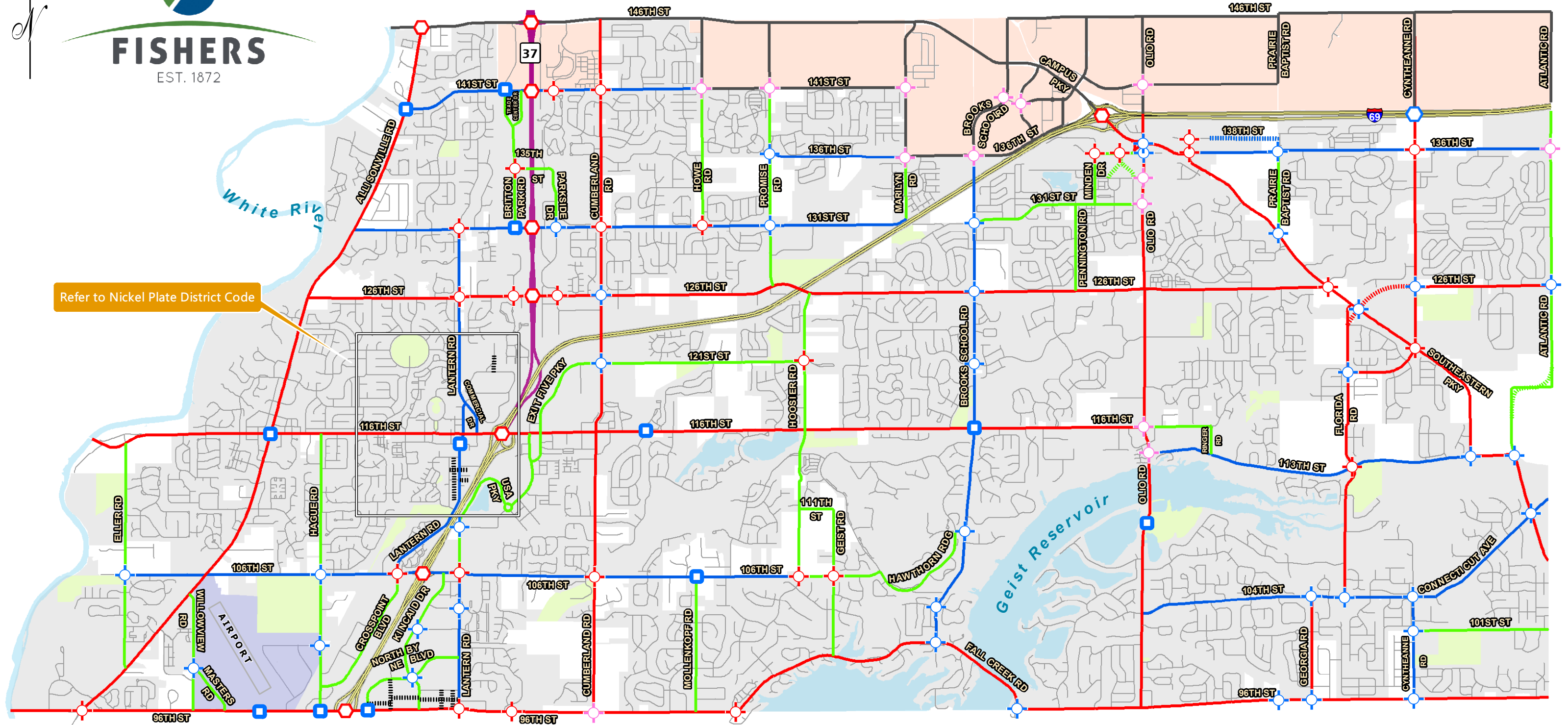
SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 16<sup>th</sup> of March 2026.



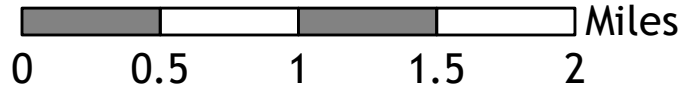
**Exhibit A**

*Throughfare Plan*

# Fishers Thoroughfare Plan



Refer to Nickel Plate District Code



**Legend**

Intersection Improvement	Roundabout	Interchange	Arterial - Primary	Collector
Intersection Improvement - Future	Roundabout - Future	Interchange - Future	Arterial - Secondary	Local Roads
City Boundary	Roundabout - Other		Arterial - Noblesville/County Primary	Interstate
Noblesville/County			Proposed Connections- Classifications by Color	Expressway

Page 173 of 244



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a text amendment to the Fishers 2040 Plan to update the Throughfare Plan (TA-26-2)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input checked="" type="checkbox"/> Final Reading
	Ordinance #: 022326C		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office  <input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>This is a text amendment to Fishers 2040 Plan to update the Throughfare Plan, these include:</p> <ol style="list-style-type: none"> <li>1. Added intersection improvement at 141st St &amp; Trade Center Dr</li> <li>2. Added intersection improvement at 131st St &amp; Britton Park Rd</li> <li>3. Revised roundabout to intersection improvement at 116th St &amp; Allisonville</li> <li>4. Added Maple Del local roads</li> <li>5. Added Balmoral local roads</li> <li>6. Added proposed road connections between Meadows Dr and Lantern Rd</li> <li>7. Added roundabout at 141st St &amp; Howe Rd (Noblesville)</li> <li>8. Revised roundabout from proposed to complete at 131st St &amp; Howe Rd</li> <li>9. Added intersection improvement at 116th St &amp; Klotz Farm Blvd</li> <li>10. Added local roads for Canterwood</li> <li>11. Revised roundabout from proposed to complete at 121st St &amp; Hoosier Rd</li> <li>12. Brooks School Rd corridor updates: <ol style="list-style-type: none"> <li>12a. Added roundabout at 126th St</li> <li>12b. Added roundabout at Carriage Stone Dr (Sandstone Meadows) &amp; Duval Dr (Cottonwood Creek at Gray Eagle)</li> <li>12c. Added Intersection Improvement at 116th</li> <li>12d. Added round-about at Club Pt (entrance to Hamilton Proper)</li> <li>12e. Added round-about at Aldenham Blvd (Brookston Place) &amp; Anchorage Way (The Anchorage)</li> <li>12f. New roundabout (modify existing) at Fall Creek Rd</li> </ol> </li> <li>13. Added proposed road connections between 134th St &amp; 136th St and Minden Dr &amp; Olio Rd in Saxony</li> <li>14. Added intersection improvement at Olio Rd &amp; Olivia Way</li> <li>15. Revised roundabout at 136th St &amp; Atlantic Rd from 'Future' to 'Others' (Ingalls)</li> <li>16. Added Legacy Living local roads (public and private) at 136th St &amp; Cyntheanne Rd</li> </ol> <p>This was presented to the Fishers Plan Commission on March 4, 2026 and received a favorable recommendation to City Council 7-0.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A

<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	
	4.	
<b>PROJECT TIMELINE</b>	February 23, 2026 - 1st Reading - City Council March 4, 2026 - Public Hearing - Plan Commission March 16, 2026 - Proposed Final Reading - City Council	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold final reading.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Ordinance 2. Thoroughfare Plan	

**ORDINANCE NO. 031626B**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AMENDING THE CITY OF FISHERS UNIFIED DEVELOPMENT ORDINANCE**

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

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

WHEREAS, the Plan Commission, at its meeting on the \_\_\_ day of April \_\_\_ sent a \_\_\_\_\_ recommendation to the Common Council by a vote of \_\_\_ in favor and \_\_\_ opposed.

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

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

**Section 2.** The purpose of this ordinance is to refine certain regulatory language in Chapter 2, Chapter 11 and Chapter 12, as set forth herein.

**Section 3.** **Article 12.2 Defined Terms** shall be amended as follows, with additions shown in blue and deletions shown as ~~red-strikeout~~:

**Article 12.2 L**

**Legal Nonconforming Accessory Site Features.** Any feature of a site that is accessory to the primary building or structure that legally existed prior to the effective date of this UDO, or its subsequent amendments, that no longer meet the development standards. This includes:

1. Accessory Structure Standards set forth in Article 6.2. specifically:
  - a. Mechanical & Utility Equipment set forth in Section 6.2.6.
  - b. Trash Receptacles set forth in Section 6.2.8.
2. Exterior Lighting Standards set forth in Article 6.5.
3. Landscaping Standards set forth in Article 6.7.
4. Wall & Fence Standards set forth in Article 6.18.

**Article 12.2 N**

**Nonconforming Accessory Site Features.** Any feature of a site that is accessory to the primary building or structure that does not conform to the regulations of the

zoning district in which it is located or to the development standards of this UDO, or its subsequent amendments. This includes:

1. Accessory Structure Standards set forth in Article 6.2. specifically:
  - a. Mechanical & Utility Equipment set forth in Section 6.2.6.
  - b. Trash Receptacles set forth in Section 6.2.8.
2. Exterior Lighting Standards set forth in Article 6.5.
3. Landscaping Standards set forth in Article 6.7.
4. Wall & Fence Standards set forth in Article 6.18.

**Section 4. Article 2, Section 2.3.8. Nonconforming Accessory Site Feature** shall be amended as follows with additions shown in blue and deletions shown in ~~red~~ ~~strikeout~~:

**Sec. 2.3.8. Nonconforming Accessory Site Features**

- A. Nonconforming accessory site features shall be brought into compliance with the current development standards at the time of issuance of any of the below:
  1. Commercial Building Permit including an Addition, New Building, Remodel or Tenant Finishes.
  2. Commercial Change of Use Permit
  3. Improvement Location Permit
  4. Subdivision Improvement Permit
  5. Variance
  6. Special Exceptions

**Section 5. Article 11, Section 11.1.11. Appeals or Trials** shall be amended as follows with additions shown in blue and deletions shown in ~~red~~ ~~strikeout~~:

**Section 11.1.11 Appeals or Trials.**

- A. In accordance with IC 36-7-4-1000, any person receiving a Notice of Violation may dispute the violation by submitting a written statement to the Board via certified mail at least three (3) business days prior to the date the fine is due and a hearing shall be held in accordance with §36-7-4-919 and 920.
  1. Any person receiving a Notice of Violation of Section 2.3.8 may dispute the violation by submitting a written statement of appeal with the basis of appeal to the Board via certified mail within ten (10) business days of receipt of the Notice of Violation and a hearing shall be held in accordance with §36-7-4-919 and 920.

- B. If the Board upholds the violation, that decision may be appealed to the City Court within five (5) business days. The City Court shall forward such written statement to the City Attorney, who may, in its discretion, pursue all remedies specified in this Chapter.
- C. Any fines claimed as due and owing shall be postponed pending resolution of any legal action initiated by the City Attorney.

**Section 6.** All other provisions of Fishers' Code of Ordinance or policies not in conflict with or specifically changed by this amendment shall remain in full force and effect.

**Section 7.** This Ordinance shall be in full force and effect after its adoption by Council, approval by the Mayor, and publication, if required, in accordance with Indiana law.

ALL OF WHICH IS ORDAINED by the Common Council of Fishers, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, President		
	Tiffanie Ditlevson Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2026, 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



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a text amendment to the Unified Development Ordinance (UDO) to Chapter 2. Administration, Chapter 11, Enforcement & Penalties and Chapter 12. Definitions (TA-26-4)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #: 031626B		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office  <input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	This is a text amendment to Fishers Unified Development Ordinance (UDO) which includes changes to the following chapters:  - Chapter 2. Administration - Chapter 11. Enforcement & Penalties - Chapter 12. Definitions	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	
<b>PROJECT TIMELINE</b>	March 16, 2026 - Proposed 1st Reading - City Council April 1, 2026 - Public Hearing - Plan Commission April 20, 2026 - Proposed Final Reading - City Council	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Draft Ordinance	



**ORDINANCE NO. 031626B**

**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-26-3 as required by law in regard to the Text Amendment; and

WHEREAS, the Plan Commission, at its meeting on April 1, 2026 sent a \_\_\_\_\_ recommendation to the Common Council by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

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

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

**Section 2. PURPOSE STATEMENT.** The purpose of this ordinance is to refine certain regulatory language in the furtherance of the overall Purpose & Intent provisions of the following Chapter 3. Zoning Districts, Chapter 5. Use Regulations, Chapter 6. Development Standards, and Chapter 12. Definitions (Exhibit A).

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 20<sup>th</sup> of April 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, Member		
	Tiffanie Ditlevson, Member		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 2027 at \_\_\_\_\_ p

ATTEST: \_\_\_\_\_

**Jennifer L. Kehl, Fishers City Clerk**



**MAYOR'S APPROVAL**

\_\_\_\_\_

**Scott A. Fadness, Mayor**

\_\_\_\_\_

**DATE**

**MAYOR'S VETO**

\_\_\_\_\_

**Scott A. Fadness, Mayor**

\_\_\_\_\_

**DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**Exhibit A**

*Unified Development Ordinance*

**Chapter 3. Zoning Districts**

**Section 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). **A PUD can be one of the following categories:**

1. PUDC – Planned Unit Development Commercial, which shall have a commercial or nonresidential base zoning district
2. PUDM – Planned Unit Development Mixed Use, which shall have any combination of any residential or nonresidential base zoning district
3. PUDR – Planned Unit Development Residential, which shall have a residential base zoning district

**~~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. C. Development Requirements~~**

**Chapter 5. Use Regulations**

**Chapter 5.1.5. Permitted Use Table**

Use Category Specific Use	Residential									Nonresidential						Other		Definition / Use Standard	
	ER	R1	R2	R3	R4	R5	MF	TCR	MP	C1	C2	C3	EN	II	MA	AG	OS		
<b>PUBLIC &amp; INSTITUTIONAL</b>																			
<b>Columbarium</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>P</b>	<b>P</b>	<i>Sec. 5.3.1.A. &amp; C.</i>
<b>Place of Worship</b>	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	<i>Sec. 5.3.1.A. &amp; C. D.</i>	

School, Preschool through K-12	SE	SE	SE	SE	SE	SE	SE	SE	-	SE	SE	SE	-	SE	-	SE	SE	<i>Sec. 5.3.1.A. &amp; <del>D. E.</del></i>
<b>COMMERCIAL</b>	<b>ER</b>	<b>R1</b>	<b>R2</b>	<b>R3</b>	<b>R4</b>	<b>R5</b>	<b>MF</b>	<b>TCR</b>	<b>MP</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>EN</b>	<b>I1</b>	<b>MA</b>	<b>AG</b>	<b>OS</b>	
Outdoor Entertainment and Recreation	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	<i>Sec. 5.4.5.</i>
Personal Service, except as provided below:	-	-	-	-	-	-	-	-	-	P	P	P	P*	-	P*	-	-	<i>Sec. 5.4.7.A. &amp; <del>B. D.</del></i>
Crematorium	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	<i>Sec. 5.4.7.B.</i>
Funeral Home	-	-	-	-	-	-	-	-	-	-	P	P	P*	-	-	-	-	<i>Sec. 5.4.7.C.</i>

**Section 5.4.2.A. Indoor Entertainment and Recreation Use Category.**

**17. Wedding Chapel**

**Sec. 5.3.1. Civic**

**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.

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 or human remains shall be set back at least 100 feet from the nearest property line.

**C. Columbarium**

A structure or room or space in a building or structure used or intended to be used for the inurnment of cremated human remains.

1. **Wall and Fence Standards:** All columbaria 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:** All cemetery setback standards in Sec. 5.3.1.B.2. shall apply.

**D. ~~C.~~ Place of Worship**

**E. ~~D.~~ School, Public or Private (K-12)**

**Sec. 5.4.5. Outdoor Entertainment and Recreation**

**A. Outdoor Entertainment and 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 **entertainment and** recreation uses include, but are not limited to, the following uses as examples:

#### 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. 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.~~
- ~~5. 6.~~ Locksmith.
- ~~6. 7.~~ Massage therapy or day spas.
- ~~7. 8.~~ Nail salons.
- ~~8. 9.~~ Optometrist.
- ~~9. 10.~~ Palmist, psychic, medium, fortune telling.
- ~~10. 11.~~ Repair of appliance, bicycle, canvas product, clock, computer, jewelry, musical instrument, office equipment, radio, shoe, television or watch.
- ~~11. 12.~~ Tailor, milliner, upholsterer.
12. Tattoo parlors.
- ~~13. Wedding chapel.~~

##### B. Crematorium

1. **Defined.** A building or structure, including a holding facility, where human or animal remains are or are intended to be cremated.

##### C. Funeral Home

1. **Defined.** A building or structure where human remains are prepared and/or held for a funeral or final disposition and where memorial visitation or the viewing of human remains is conducted before or as part of a memorial or funeral service. This definition

includes, but is not limited to, funeral parlors, mortuaries, and undertaking establishments.

**D. ~~B.~~ Use Standards for All Personal Service Uses**

**5.5 Self-Service Storage**

**Section 5.5.4.B.6.** Office or retail space associated with self-service storage facilities may not exceed 1000 square feet.

**5.7 Accessory Uses**

**Section 5.7.2.C.2.a.** The ~~property owner~~ resident operating the home occupation 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.

**5.8. Temporary Uses**

**Sec. 5.8.2. Permit Required**

**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-, or until the site has been wholly inactive for a period of 12 months
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.

**G. 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, on non-residential lots.
  - b. A maximum of 30 calendar days per calendar year with a Temporary Use Permit, on non-residential lots.

c. A maximum of 30 calendar days per calendar year (consecutive or otherwise) without a Temporary Use Permit, on residential lots or at the discretion of the Director.

d. ~~e.~~ If a valid building permit is active, temporary trash receptacles and temporary storage units may be utilized on site until the Certificate of Occupancy is issued, or within 48 months, whichever is less, or until the site has been wholly inactive for a period of 12 months

e. ~~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.

**Chapter 6. Development Standards**

**6.3 Architectural Design Standards**

**6.3.5. Mixed Use & Non-Residential Design**

**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 <del>200'</del> 100', reduce massing of buildings <del>by grouping or incorporating smaller tenant spaces along the commercial façade, or by</del> incorporating at least 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, <a href="#">awnings</a> , trees or other <a href="#">site</a> elements to visually relate and transition multi-story buildings (or equivalent) to the <a href="#">ground</a> 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

**C. Mixed-Use & Non-Residential Building Form**

ORDINANCE NO. 031626B

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 <del>450'</del> 100', horizontal modulation must occur no less than every 30'. For buildings with façades greater than or equal to <del>450'</del> 100', horizontal modulation must occur no less than every 50'.	R	R
c) Facades facing Public View shall <del>incorporate feature distinct visual elements and physical distinctions in the building design that enhance that define the building's forms,</del> articulate façades, <del>identify entries highlight primary entrances, integrate and create a Pedestrian Scale experience at, and visually anchor the building to the ground or street level.</del>	R	O
d) For at least 30% of applicable façades <del>incorporate a water table that uses, use</del> any combination of <del>concrete, masonry,</del> stone, or unique variation of color, <del>texture, or textured materials,</del> at least <del>40" 2'</del> 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 <u>stories</u> , 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 <del>to provide visual continuity. Architectural features include, but are not limited to: repeated horizontal banding to match building's base trim, columns or pilasters that extend from base to roofline, façade reveals that extend the full height of the building, or coordinate color or material of balconies or canopies with ground floor entry features.</del>	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
<del>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 trolis, 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.</del>  At least 40% of the first-floor façade must consist of transparent door and window fenestration. Where functional or structural constraints exist, provide at least two (2) of the following treatments: material changes, reveals with color/material shifts, modulation	R	R

(recessed areas), trellises, awnings, pergolas, or spandrel glass windows. Spandrel glass windows may not exceed 10% of the total first-floor façade area. For big-box and industrial buildings, this requirement is limited to the 30 feet surrounding public entries.		
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3. **Roof Standards.** The following standards shall apply:

Description	MU & COD	IND
a) Building roof types, forms, and elements should <del>provide variation and interest to building profiles</del> be designed to reduce the perceived mass of large structures and contribute to the <del>architectural identity of the buildings</del> , local architectural character.	R	R
b) Buildings with rooflines <del>exceeding 50' in length or greater</del> must incorporate <del>integrated rooflines and or parapet variations to reduce perceived mass</del> . Variations may include <del>step-downs, step-backs, other modulation</del> , sloped forms, varied eaves heights, or architectural features such as <del>cornices, or columns</del> , or ledges that create strong shadow lines. <del>and These features</del> 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
<del>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.</del>	<del>R</del>	<del>O</del>
c) All architectural parapet walls, including smaller accent sections, shall be fully enclosed. These enclosure walls must be finished with the same high-quality materials, colors, and textures as the primary building facade. To prevent a false-front appearance, decorative parapet sections must have a minimum depth of 24" toward the interior of the roof. Furthermore, all parapet walls must feature a distinct architectural cap or coping (such as masonry, metal, or stone) that matches the primary building's architectural trim.	R	R
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 <u>gables</u> . 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 <u>roof planes</u> ; continuation of façade modulation through <u>roof lines</u> ; 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-enclosed parapet wall section.~~*



d. *This flat roof incorporates primary and secondary roof elements.*

#### 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

ORDINANCE NO. 031626B

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, <del>canopies over entries</del> , 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
<del>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.</del>	R	R
d) <del>Trash receptacles shall be screened and constructed in accordance with <a href="#">Sec. 6.2.8. Trash Receptacles</a>.</del>		
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 <a href="#">Sec. 6.2.6. Mechanical &amp; Utility Equipment</a> .	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.*

### 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 <a href="#">zoning districts</a> , shall use at least two (2) distinct <del>field materials, field colors, or material-color-</del> a combinations <del>s of materials and field colors</del> 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 1 <sup>st</sup> story of a <del>multi-tenant</del> multi-level building.	R	R
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 <del>other standard</del> 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) <a href="#">Reclaimed wood</a> 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

**6.5. Exterior Lighting Standards**

**Section 6.5.3.A.**

**Light Level**

The maximum light level of any light fixture cannot exceed ~~0.5~~ 0.0 foot-candles measured at the property line of any residential district, ~~2.0-1.5~~ foot-candles measured at the property line of any non-residential district, and ~~2.5~~ 2.0 foot-candles at the property line of a parking lot.

**6.5.10. Seasonal Lighting of Religious Symbols**

A. Existing or temporary religious symbols may have additional lighting installed on a temporary basis not to exceed 30 calendar days per year.

B. This additional lighting shall not be in conflict with any standards of this section.

**Sec. 6.10.2. Recreational Vehicles, Utility Trailers, & Watercraft**

**A. Single-Family Residential**

Storage or parking of recreational vehicles, as defined in CHAPTER 12. DEFINITIONS, is subject to the following conditions:

1. No more than one (1) recreational vehicle shall be stored or parked outdoors on a residential parcel at any time.
2. The wheels may not be removed except for immediate repairs.
3. The vehicle shall be stored or parked behind or alongside the primary structure in such a manner that no part of any such vehicle shall project beyond the established front yard or required side setback lines of the lot.
4. The vehicle shall be kept behind an opaque fence of 6 feet in height. ~~screened from view from adjacent properties and rights-of-way.~~
5. At no time, shall such parked or stored vehicle be occupied or used for living, sleeping, or housekeeping purposes.
6. ~~No portion of a recreational vehicle visible from adjacent properties or the rights-of-way shall be covered by a tarp or any other temporary covering.~~

**B. Multi-Family**

Storage or parking of recreational vehicles, as defined in CHAPTER 12. DEFINITIONS, ~~shall be within a specifically designated area that is screened with an eight-foot (8') tall wood or masonry wall that shall be supplemented with landscaping.~~ is subject to the following conditions:

1. ~~No more than one (1) utility trailer or watercraft shall be stored or parked outdoors on a residential parcel at any time.~~
2. ~~The wheels may not be removed, except for immediate repairs.~~
3. ~~The vehicle shall be stored or parked behind or alongside the primary structure in such a manner that no part of any such vehicle shall project beyond the established front yard or required side setback lines of the lot.~~
4. ~~The vehicle shall be screened from view by opaque fencing from adjacent properties and rights-of-way.~~
5. ~~At no time, shall such parked or stored vehicle be occupied or used for living, sleeping, or housekeeping purposes.~~

**Sec. 6.10.5. Incidental Recyclable Material Storage**

**A. Applicability**

~~The following standards shall apply to all non-residential properties unless otherwise expressly permitted within an industrial zoning district.~~

**B. Limited Pallet Storage Permitted**

Outdoor storage of pallets shall be permitted only as limited incidental accumulation associated with the primary use of the property and shall comply with the following standards:

**1. Maximum Quantity**

Outdoor pallet storage shall not exceed twenty (20) pallets at any time.

**2. Maximum Height**

Pallet stacks shall not exceed five (5) feet in height.

**3. Condition of Materials**

- a. Pallets shall be maintained in good condition.
- b. Broken, splintered, rotting, or unusable pallets shall not be stored outdoors.
- c. Pallets shall not be intermixed with trash, debris, scrap materials, or other refuse.

**4. Organization**

- a. Pallets shall be stacked in a neat, stable, and orderly manner.
- b. Scattered, leaning, collapsing, or loosely piled pallets are prohibited.

**5. Location**

- a. Pallets must be stored in the rear of a building.
- b. Pallets shall not obstruct required parking spaces, accessible routes, fire lanes, building exits, or stormwater facilities.

**6. Surface Requirement**

Pallets shall be stored on an improved hard surface, including asphalt or concrete. Storage on turf, soil, gravel, or landscaped areas is prohibited.

**C. Permitted Grease Container**

Each retail food establishment may maintain one (1) exterior grease collection container, provided it complies with the following standards:

**1. Quantity**

No more than one (1) exterior grease container shall be permitted per retail food establishment unless otherwise approved by the Director.

**2. Maintenance & Cleanliness**

- a. Grease containers shall be maintained in good repair.
- b. The surrounding area shall be kept clean and free of spills, residue, litter, and odor.

- c. Spillage shall be immediately cleaned to prevent staining, vermin attraction, or nuisance conditions.

**3. Location**

- a. Grease containers must be stored in the rear of the building.
- b. Grease containers shall not obstruct parking spaces, accessible routes, fire lanes, or building exits.

**4. Surface Requirement**

Grease containers shall be located on an impervious hard surface such as concrete or asphalt.

**6.17.4. Exempt Signs**

K. Safety signs required by federal, state, or local law, including Occupational Safety and Health Administration (OSHA), fire, or building code signage.

**6.17.8.F. Banner Signs on Non-Residential Lots**



*A ~~hanging or~~ building-mounted or freestanding 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.*

## **Sec. 6.17.9. Other Sign Types**

### **F. Construction Signage on Non-Residential Lots**

1. Post Signs
  - a. Post signs are permitted on construction sites with an active building permit until the certificate of occupancy has been issued, or the site has been wholly inactive for a period of 180 days.
  - b. Post signs must adhere to standards as described in *Sec. 6.17.8.D. Post Signs on Non-Residential Lots*, unless otherwise approved by the Director of Community and Economic Development.
2. Banner Signs on Fencing
  - a. Banner signs are permitted on temporary fencing for construction sites with an active building permit until the certificate of occupancy has been issued, or the site has been wholly inactive for a period of 180 days.
  - b. Banner signage must be tightly secured to fencing at all points.

## **Chapter 12. Definitions**

### 12. Definition additions (see below)

- **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.~~

Prominent or decorative elements of a building's exterior that provide visual interest and break up large wall surfaces. These include, but are not limited to:

*Entrances & Openings:* Architectural canopies or awnings over entries, decorative lintels or sills above windows, balconies, transom windows, and ornamental window hoods.

*Vertical & Horizontal Detail:* Columns, pilasters, quoining, horizontal banding, and textured masonry at the base.

*Roof & Wall Transitions:* Eaves, cornices, decorative caps on masonry banding, and modulation of the roof plane or parapet height.

*Integrated Elements:* Ground-level windows, raised planters, and architectural reveals that add depth to the façade.

- **Crematorium.**  
A building or structure, including a holding facility, where human or animal remains are or are intended to be cremated.
- **Columbarium.**  
A structure or room or space in a building or structure used or intended to be used for the inurnment of cremated human remains.
- **Fenestration.**  
The design, arrangement, and proportion of all light-transmitting openings on a building's facade or envelope. This includes windows, doors, skylights, and glazed curtain walls, serving both aesthetic and functional purposes.
- **Funeral Home.**  
A building or structure where human remains are prepared and/or held for a funeral or final disposition and where memorial visitation or the viewing of human remains is conducted before or as part of a memorial or funeral service. This definition includes, but is not limited to, funeral parlors, mortuaries, and undertaking establishments.
- **Flex Building.**  
Aesthetically pleasing shell buildings that are designed to be adaptable for one (1) to four (4) tenants. These spaces are primarily single-story buildings with open floor plans, allowing tenants to customize a mix of office, showroom, or light industrial / warehouse areas. The office / showroom shall be accessed from the front of the building and light industrial / warehouse space accessed from garage doors in the rear of the building.
- **Hotel, 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.
- **Spandrel Glass Windows.**  
Non-transparent glass panels used within a fenestration system to conceal structural elements. These panels must be integrated into a simulated window assembly that includes a recessed or projecting frame and a distinct architectural sill. The glazed opaque area shall be limited to white, black, or a color that matches the primary building material of the surrounding facade.

- **Self-Service Storage Facility.**  
A facility providing separate storage areas for rent, 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: warehouse, self-service fully enclosed indoor storage, or mini-warehouses. This use may include an office or retail component for the storage facility.
  
- **Tattoo Parlor.**  
A facility where tattooing is provided or where the business of tattooing is conducted.
  
- **Watercraft.**  
Boat or Watercraft. Any vessel designed for navigation on water, including boats, personal watercraft, and similar marine craft, whether stored on a trailer or not.
  
- **Utility Trailer.**  
A non-motorized vehicle, without motive power, designed and used primarily for transporting goods, materials, equipment, or personal property, and not designed for human habitation.



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a text amendment to the Unified Development Ordinance (UDO) to Chapter 3. Zoning Districts, Chapter 5. Use Regulations, Chapter 6. Development Standards, and Chapter 12. Definitions (TA-26-3)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input checked="" type="checkbox"/> Final Reading
	Ordinance #: 031626B		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input checked="" type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	This is a text amendment to Fishers Unified Development Ordinance (UDO) which includes changes to the following chapters:  <ul style="list-style-type: none"> <li>- Chapter 3. Zoning Districts</li> <li>- Chapter 5. Use Regulations</li> <li>- Chapter 6. Development Standards</li> <li>- Chapter 12. Definitions</li> </ul>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold 1st Reading
	2.	Continue
	3.	
	4.	
<b>PROJECT TIMELINE</b>	<p>March 16, 2026 - Proposed 1st Reading - City Council</p> <p>April 1, 2026 - Public Hearing - Plan Commission</p> <p>April 20, 2026 - Proposed Final Reading - City Council</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold first reading.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Draft Ordinance	



**RESOLUTION NO. R031626B**

**A RESOLUTION APPROVING A CERTAIN INSTITUTIONAL CHANGE OF USE  
IN THE CITY OF FISHERS, INDIANA**

**WHEREAS**, the City of Fishers, Hamilton County, Indiana (“City”) Unified Development Ordinance ("UDO") requires City Council ("Council") action on Public & Institutional Uses as it relates to Schools, Preschool through K-12;

**WHEREAS**, Section 10.2.19. Special Exception the UDO states this requires more scrutiny and review because of potentially adverse impacts upon the immediate neighborhood and the community;

**WHEREAS**, Council shall review a Special Exception and its characteristics and impacts to determine its suitability in each location for the Zoning District in which the Commercial or Public and Institutional use is permitted;

**WHEREAS**, the determination of whether the Special Exception is approved shall be contingent upon (i) the Special Exception meeting the standards of the UDO and those standards as set forth in this Section; and (ii) the Board weighing, in each case, the public need and benefit against the local impact, giving effect to the proposals of the Applicant for ameliorating adverse impacts through special site planning and development techniques and contributions to the provisions of public improvements, sites, right-of-way and services; and

**WHEREAS**, Central Christian Academy ("Owner") submitted Special Exception application, SE-26-1, to allow a private school at 10601 Cumberland Road, Fishers, IN.

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

Section One: The Council adopts the Petitioner Packet found within Exhibit C, attached hereto and incorporated herein.

Section Two: This Resolution shall be in full force and effect from the date of passage by the Common Council and its publication, as provided by law. All provisions or parts thereof in conflict herewith are hereby repealed.

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on April 20, 2026.

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

**YAY**

**NAY**

**ABSTAIN**

	John DeLucia, President		
	Tiffanie Ditlevson, Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ m.

ATTEST: \_\_\_\_\_  
Jennifer L. Kehl, City Clerk

**MAYOR'S APPROVAL**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**



**MAYOR'S VETO**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**Exhibit A**

*Legal Description of Real Estate*

Acreege 12.87 Section 5, Township 17, Range 5 IRONWOOD Block Pt A

*10601 Cumberland Rd, Fishers, IN 46037*

*19-15-05-00-16-001.000*

DRAFT

**Exhibit B**  
*Location Map*



10601 Cumberland Rd, Fishers, IN 46037  
19-15-05-00-16-001.000

**EXHIBIT C**  
*Petitioner Packet*

DRAFT

# **CENTRAL CHRISTIAN ACADEMY**

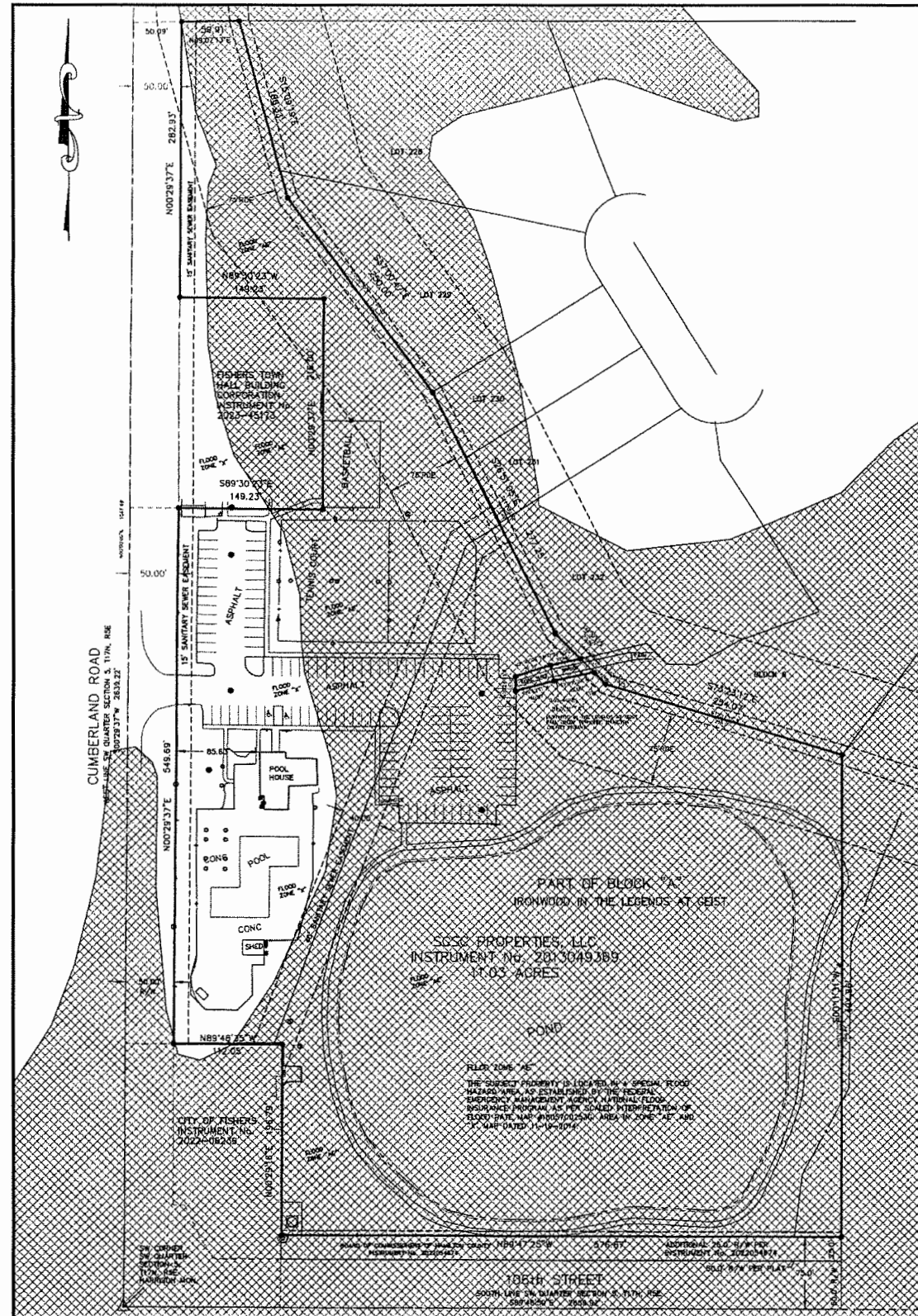
## 10601 CUMBERLAND RD SITE

**CONCEPT PACKAGE**

2.27.2026







## ALTA/NSPS LAND TITLE SURVEY

PART OF THE S.W. QUARTER, SECTION 5, TOWNSHIP 17 NORTH, RANGE 5 EAST  
FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA

### LAND DESCRIPTION

DESCRIPTION OF REAL ESTATE PER DEED INSTRUMENT No. 2013049369  
BLOCK LETTERED "A", IN IRONWOOD IN THE LEGENDS AT CEIST - A PLANNED DEVELOPMENT IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED JUNE 13, 1995 IN PLAT CABINET 1, SLIDE 563 AS INSTRUMENT NO. 9538979 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXCEPT A PART OF BLOCK "A" OF IRONWOOD IN THE LEGENDS AT CEIST, A PLANNED DEVELOPMENT, THE SECONDARY PLAT OF WHICH WAS RECORDED IN INSTRUMENT NO. 9538979 IN PLAT CABINET 1, SLIDE 563 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, WHICH IS ALSO A PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0°00'00" WEST (BEARING QUOTED FROM THE SAID INSTRUMENT NO. 9538979) 822.00 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 90°00'00" EAST, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CUMBERLAND ROAD, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0°00'00" WEST, 216.00 FEET ALONG THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 90°00'00" EAST, 149.23 FEET; THENCE SOUTH 0°00'00" WEST, 149.23 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION AND CONTAINING 0.749 ACRES, MORE OR LESS.

EXCEPT PER INSTRUMENT No. 2022000656

PART OF BLOCK "A" IN IRONWOOD IN THE LEGENDS AT CEIST, AS PER PLAT OF SAID ADDITION, RECORDED AS INST. #9538979 IN PLAT CABINET 1 PAGE 563, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 5 EAST; THENCE ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89 DEGREES 48 MINUTES 35 SECONDS EAST 739.27 FEET TO THE EAST LINE OF SAID BLOCK "A"; THENCE ON SAID EAST LINE NORTH 00 DEGREES 11 MINUTES 25 SECONDS EAST 569.97 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE ON SAID NORTH LINE NORTH 73 DEGREES 23 MINUTES 12 SECONDS WEST 254.07 FEET; THENCE CONTINUING ON SAID NORTH LINE NORTH 44 DEGREES 30 MINUTES 52 SECONDS WEST 17.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 77 DEGREES 55 MINUTES 04 SECONDS WEST 42.06 FEET; THENCE SOUTH 74 DEGREES 52 MINUTES 11 SECONDS WEST 40.87 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 23 SECONDS EAST 15.10 FEET; THENCE NORTH 71 DEGREES 49 MINUTES 05 SECONDS EAST 37.71 FEET; THENCE NORTH 77 DEGREES 57 MINUTES 40 SECONDS EAST 31.60 FEET TO THE NORTH LINE OF SAID BLOCK "A"; THENCE ON SAID NORTH LINE SOUTH 44 DEGREES 30 MINUTES 52 SECONDS EAST 19.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

### FLOOD ZONE DEFINITION

ZONE EXPLANATION  
"AE" SPECIAL FLOOD HAZARD AREA INUNDED BY THE 100 YEAR FLOOD, BASE FLOOD ELEVATION DETERMINED.  
"X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD INSURANCE RATE MAP #180570253G, AREA IN ZONE "AE" AND "X" MAP DATED 11-19-2014.

### UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF EXISTING UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

### LEGEND

- EXISTING FENCE
  - SHALE / FLOWLINE
  - ⊕ GAS METER
  - ⊕ WATER METER
  - ⊕ ROUND STORM INLET
  - ⊕ UTILITY POLE
  - ⊕ LIGHT POLE
  - ⊕ SIGN
  - ⊕ ELECTRIC METER
  - ⊕ SANITARY SEWER MANHOLE
- R.O.E. = 75' EASEMENT EACH SIDE OF THE CENTERLINE OF A TILE DRAIN, 75' EASEMENT FROM THE TOP OF BANK OF EACH SIDE OF A OPEN DRAIN

### SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE (RULES FOR LAND SURVEYS IN INDIANA), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED THIS SURVEY AS A RESULT OF UNCERTAINTIES IN REFERENCE MONUMENTATION; IN RECORD DESCRIPTIONS AND PLATS; IN LINES OF OCCUPATION; AND AS INTRODUCED BY RANDOM ERRORS IN MEASUREMENT ("RELATIVE POSITIONAL ACCURACY"). THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE CLIENT SHOULD ASSUME THERE IS AN AMOUNT OF UNCERTAINTY ALONG ANY LINE EQUAL IN MAGNITUDE TO THE DISCREPANCY IN THE LOCATION OF THE LINES OF POSSESSION FROM THE SURVEYED LINES.

THERE MAY BE DIFFERENCES OF DEED DIMENSIONS VERSUS MEASURED DIMENSIONS ALONG THE BOUNDARY LINES SHOWN HEREON AND LIKEWISE, THERE MAY BE FOUND SURVEY MARKERS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS. IN CASES WHERE THE MAGNITUDE OF THESE DIFFERENCES ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IDENTIFIED FOR THE REFERENCE MONUMENTATION (DISCUSSED BELOW), THE DIFFERENCES MAY BE CONSIDERED INSIGNIFICANT AND ARE SHOWN ONLY FOR PURPOSES OF MATHEMATICAL CLOSURE. SUCH DIFFERENCES THAT ARE GREATER THAN THE RELATIVE POSITIONAL ACCURACY AND THE UNCERTAINTY IN REFERENCE MONUMENTATION SHOULD BE CONSIDERED WORTHY OF NOTICE AND ARE THEREFORE DISCUSSED FURTHER BELOW.

THIS SURVEY AND REPORT ARE BASED IN PART UPON OPINIONS FORMED IN ACCORDANCE WITH AN INDIANA LAND SURVEYOR'S RESPONSIBILITY TO CONDUCT A SURVEY IN ACCORDANCE WITH "LAW OR A PRECEDENT" (865 IAC 1-12-11(5)), RULES OF THE INDIANA STATE BOARD OF REGISTRATION FOR LAND SURVEYORS). SINCE INDIANA HAS NO STATUTES ADDRESSING HOW TO RESOLVE BOUNDARY LINES, A SOLUTION BASED ON PRINCIPLES DERIVED FROM COMMON LAW PRECEDENT MUST BE RELIED UPON AS THE BASIS FOR A BOUNDARY RESOLUTION, UNLESS OTHERWISE NOTED OR DEPICED HEREON, THERE IS NO EVIDENCE OF OCCUPATION ALONG THE PERIMETER LINES OF THE SUBJECT TRACT. ALL SURVEY MONUMENTS SET OR FOUND THIS SURVEY ARE FLUSH WITH EXISTING GRADE UNLESS OTHERWISE NOTED.

THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS IN MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY DOES NOT EXCEED THAT ALLOWABLE FOR A RURAL CLASS SURVEY (0.26 FEET PLUS 200 PPM) AS DEFINED IN IAC 865.

THE WITHIN SURVEY IS AN ALTA/NSPS LAND TITLE SURVEY OF A TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT #2013049369, BEING PART OF BLOCK "A", IN IRONWOOD IN THE LEGENDS AT CEIST - A PLANNED DEVELOPMENT IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED JUNE 13, 1995 IN PLAT CABINET 1, SLIDE 563 AS INSTRUMENT NO. 9538979 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

BASIS OF BEARING: SPC

CONTROLLING MONUMENTS:

- ⊕ X.X. CORNER, X.X. 1/4 SECTION XX-XX-X STONE FOUND (PER CO. SURVEYOR REFERENCE)
- ⊕ X.X. CORNER, X.X. 1/4 SECTION XX-XX-X CASTING SET OVER STONE WITH "X" (PER CO. SURVEYOR REFERENCE FOR STONE)

IN MY OPINION, THERE IS 0.5 FEET OF UNCERTAINTY IN THE LOCATION OF THESE MONUMENTS.

1. POSSESSION TO THE WEST IS THE IMPROVEMENTS OF CUMBERLAND STREET. POSSESSION TO THE WEST AND SOUTH IS TO THE EXISTING FENCE LINE.

NO TITLE "CAPS" AND/OR "OVERLAPS" WERE FOUND WITH CURRENT DEED OF RECORDS.

2. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE WITHIN DESCRIBED TRACT OF LAND LIES WITHIN ZONE "AE" AND "X" AS SAID TRACT PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 180570253G OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED 11-19-2014).

3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS ON 21-27-2025.

4. THE SURVEY HEREON DOES NOT PURPORT TO SHOW THE WATERSHED AREAS AFFECTING THE SUBJECT PARCELS NOR DOES IT PURPORT TO SHOW THE PRESENCE OR ABSENCE OF ALL REGULATED OR NON-REGULATED DITCHES OR DRAINS.

5. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY FOR THE SUBJECT TRACT OR THE ADJOINING TRACTS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

I APPRAISE, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THE DOCUMENT, UNLESS REQUIRED BY LAW (K. NATHAN ALTHOUSE).

THE WITHIN PLAT AND SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SCHEDULE "A" AND SCHEDULE "B" OF A TITLE POLICY.

THIS SURVEY PLAT HAS BEEN PREPARED FOR USE ON THIS PARTICULAR PROJECT AND FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY HEREON NAMED AND IS NOT CERTIFIED TO OR TO BE USED BY ANY OTHER PARTY. THE EVIDENCE, POSSESSION, OWNERSHIP, CONDITIONS ETC. COULD CHANGE CONSTANTLY AND THE USE OF THIS SURVEY IS LIMITED ONLY TO THE DATE INDICATED HEREIN.

THE LOCATION OF THE TITLE LINES AND CORNERS ARE SUBJECT TO THE EVIDENCE FOUND IN THE PERFORMANCE OF THIS SURVEY. ADDITIONAL EVIDENCE PRESENTED TO MILLER SURVEYING, INC. MAY ALTER THE LOCATION OF THE TITLE LINES AND CORNERS.

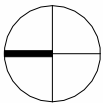
### CERTIFICATION

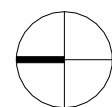
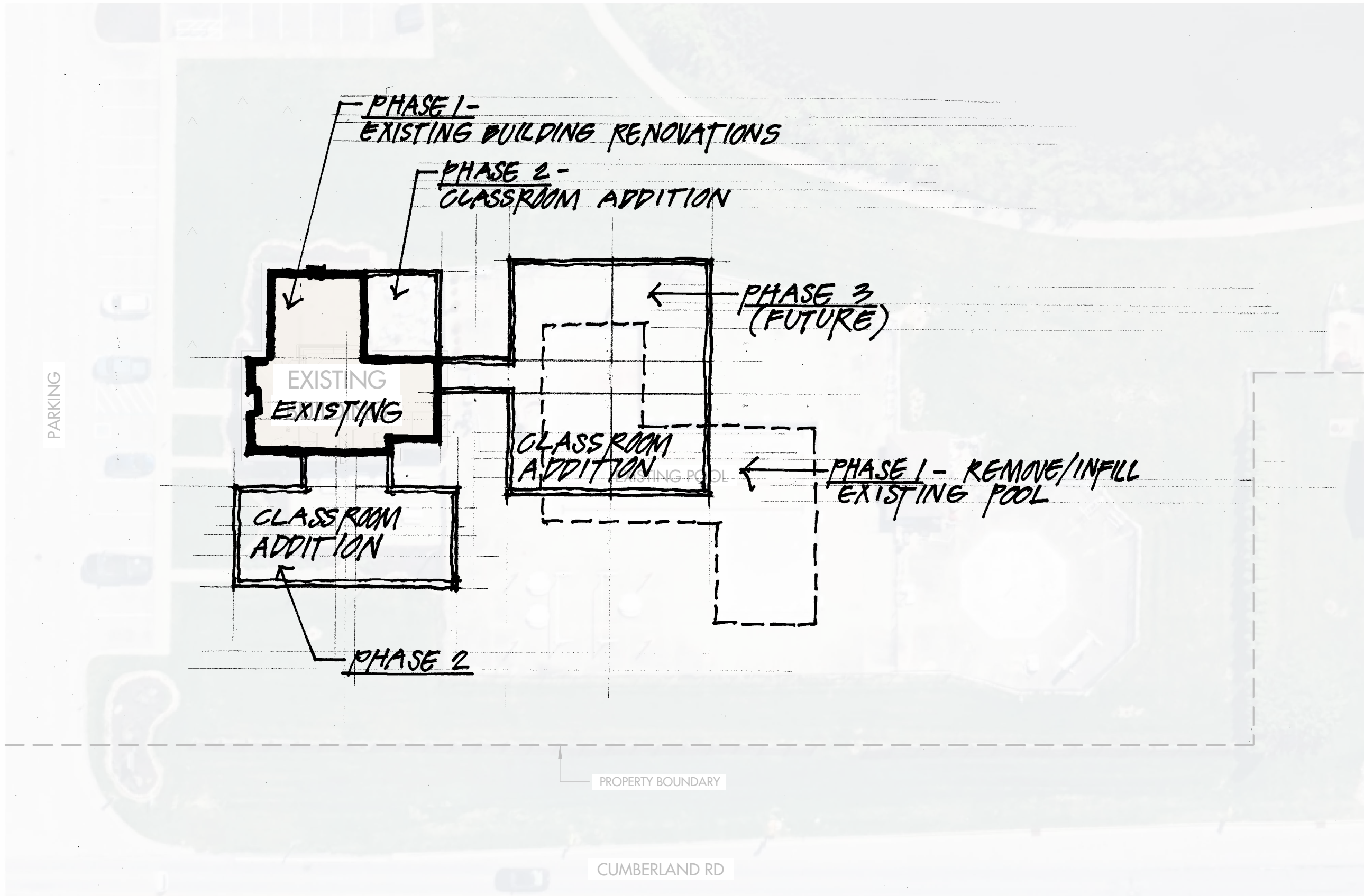
TO  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(a), and 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON (1-23-2025).

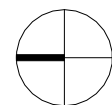
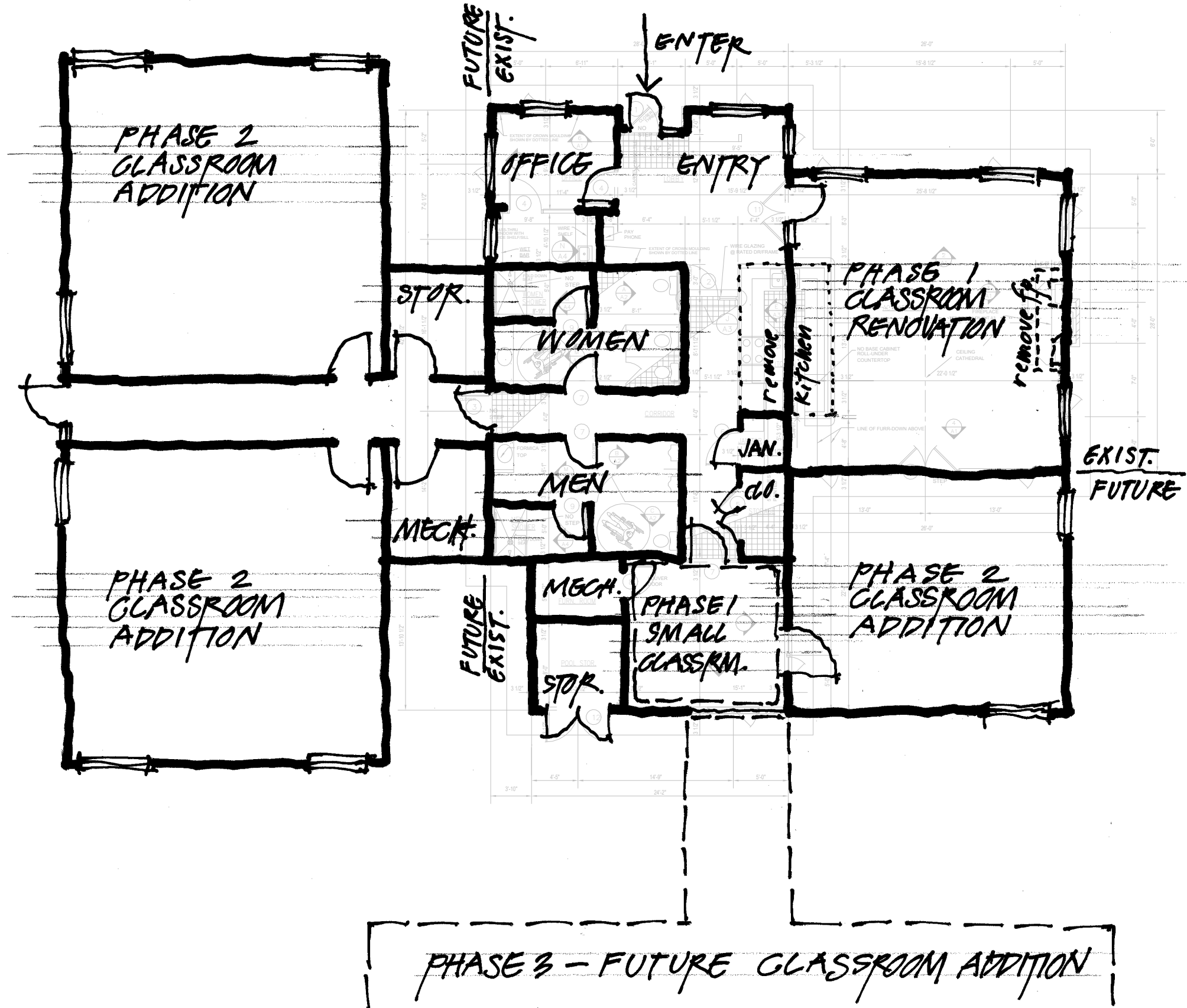
DATE OF PLAT OR MAP: \_\_\_\_\_

SIGNED: K. NATHAN ALTHOUSE, PLS  
REGISTRATION NO. L52040007

<table border="1"> <thead> <tr> <th>REV. DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV. DATE	BY	DESCRIPTION										<table border="1"> <tr> <td>LOCATION: PART OF BLOCK "A" IN IRONWOOD IN THE LEGENDS AT CEIST FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA</td> <td>DRAWN BY: KNA</td> <td>PREPARED BY: KNA</td> </tr> <tr> <td>FIELD WORK COMPLETED: 1-21-25</td> <td>DATE: 1-24-2025</td> <td>PAGE: _____</td> </tr> <tr> <td>CLIENT: GAGE BEFFING</td> <td>JOB NUMBER: _____</td> <td>SURVEY # FILE: _____</td> </tr> <tr> <td colspan="2">DESCRIPTION: ALTA/NSPS LAND TITLE SURVEY</td> <td>B41857</td> </tr> </table>		LOCATION: PART OF BLOCK "A" IN IRONWOOD IN THE LEGENDS AT CEIST FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA	DRAWN BY: KNA	PREPARED BY: KNA	FIELD WORK COMPLETED: 1-21-25	DATE: 1-24-2025	PAGE: _____	CLIENT: GAGE BEFFING	JOB NUMBER: _____	SURVEY # FILE: _____	DESCRIPTION: ALTA/NSPS LAND TITLE SURVEY		B41857
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DESCRIPTION: ALTA/NSPS LAND TITLE SURVEY		B41857																									









**BLACKLINE**



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a Special Exception to allow for a school use on a property zoned PUDR-Legends at Geist PUD with the common address 10601 Cumberland Rd (SE-26-1)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #:		Resolution #: R031626B	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office <input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The Unified Development Ordinance ("UDO") requires City Council ("Council") action on Public &amp; Institutional Uses as it relates to Schools, Preschool through K-12. Section 10.2.19. Special Exception the UDO states this requires more scrutiny and review because of potentially adverse impacts upon the immediate neighborhood and the community.</p> <p>Council shall review a Special Exception and its characteristics and impacts to determine its suitability in each location for the Zoning District in which the Commercial or Public and Institutional use is permitted;</p> <p>Central Christian Academy submitted Special Exception application, SE-26-1, to allow a private school with initial enrollment of 30 students. The school is working with staff to approve a parking agreement for Fire Station #94.</p> <p>A Petitioner Packet includes concept plan with site improvements.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold 1 <sup>st</sup> Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>March 16, 2026 - 1<sup>st</sup> Reading &amp; Public Hearing  April 20, 2026 - Proposed Final Reading</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 <sup>st</sup> Reading and Public Hearing of the Special Exception.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<p>1. Draft Resolution  2. Petitioner Packet</p>	



**ORDINANCE NO. 031626D**  
**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,**  
**HAMILTON COUNTY, INDIANA**

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

WHEREAS, the City’s Plan Commission has conducted a public hearing on **April 1, 2026** for case RZ-26-3 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, further depicted in Exhibit B, attached hereto and incorporated herein (the “Real Estate”), as within the **I1 – Industrial Zoning District**; and

WHEREAS, the Plan Commission at its **April 1, 2026** meeting sent a \_\_\_\_\_ recommendation to the Fishers City Council by a vote of \_\_\_ in favor and \_\_\_ opposed; and

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

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

**Section 1. Declaration.** The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the I1 – **Industrial Zoning District** with the following condition:

The following uses shall be prohibited: **Outdoor Storage**

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

**Section 3. Approval.** This amendment shall become effective upon its adoption and publication in accordance with Indiana law. Development of the Real Estate shall be governed entirely by the provisions of **the I1- Industrial Zoning District** with conditions and the provisions of the UDO.

**Section 4. Concept Plan.** Improvements to the property shall be consistent and substantially similar as shown and outlined in the conceptual plan depicted in Exhibit C.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this **20<sup>th</sup> day of April, 2026**.

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

**YAY**

**ABSTAIN**

**NAY**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the **20<sup>th</sup> day of April, 2026**, at \_\_\_\_\_ m.

ATTEST: \_\_\_\_\_  
**Jennifer L. Kehl, City Clerk**

**MAYOR'S APPROVAL**



\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

**MAYOR'S VETO**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**Exhibit A**

*Legal Description of Real Estate*

Acreage 6.17 Section 12, Township 17, Range 4 NORTH BY NORTHEAST BUSINESS PARK Block Pt C, Pt D

*9810 Carney Drive Fishers, IN 46037*

*15-14-12-00-05-001.001*

**Exhibit B**  
*Location Map*

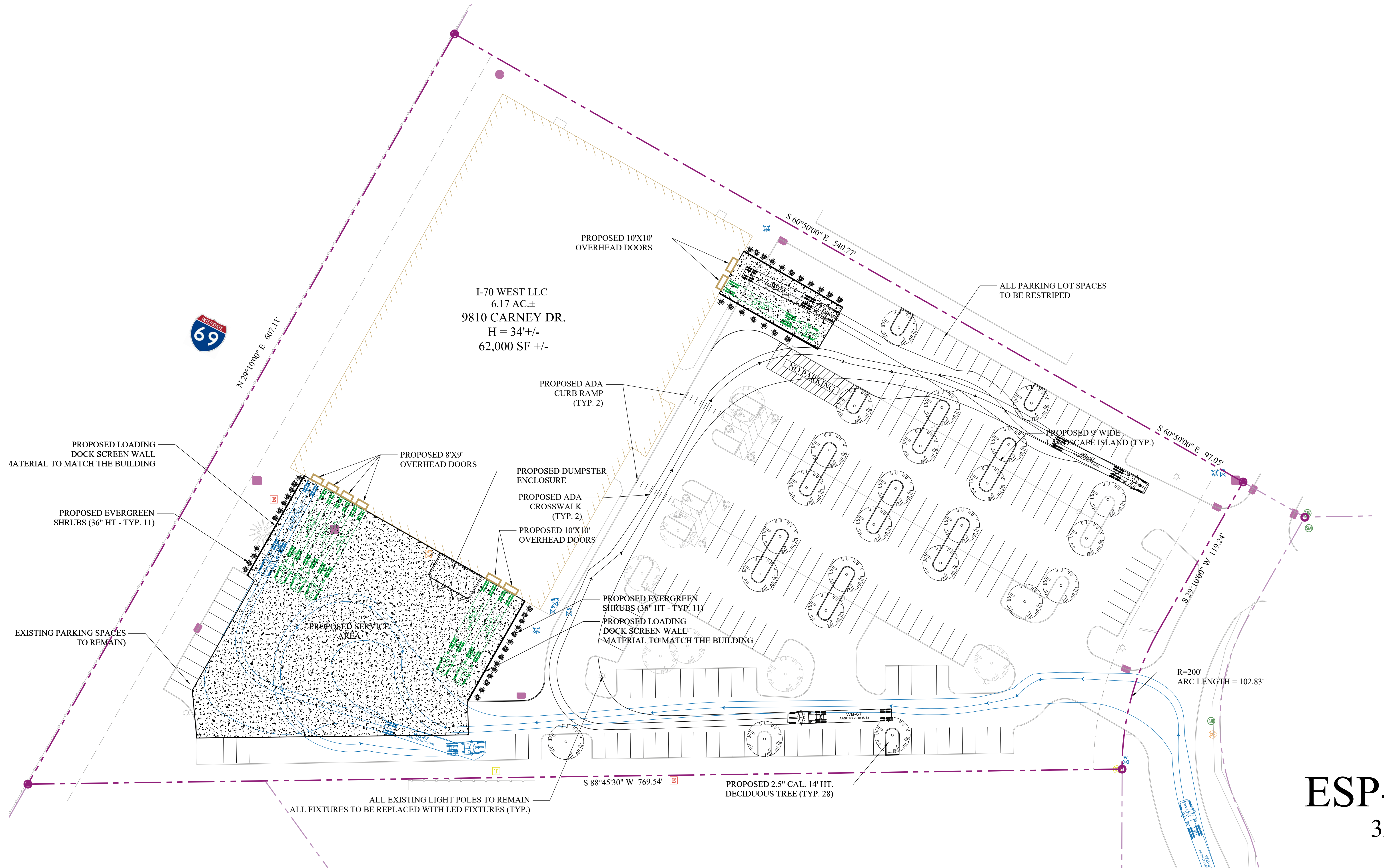


9810 Carney Drive Fishers, IN 46037  
15-14-12-00-05-001.001

**EXHIBIT C**  
*Petitioner Packet*



# EQP EGRV"RNCP "SITE/LANDSCAPE PLAN+



I-70 WEST LLC  
 6.17 AC.±  
 9810 CARNEY DR.  
 H = 34'±  
 62,000 SF +/-

ESP-02  
 3/5/26

RENOVATION  
**ICC FLOORS**  
 9810 CARNEY DRIVE  
 FISHERS, INDIANA  
 SMITH DEVELOPMENT COMPANY

CONCEPTUAL DESIGN

MARCH 6, 2026

REVISIONS:

1	REVISION DATE
2	REVISION DATE
3	REVISION DATE
4	REVISION DATE
5	REVISION DATE

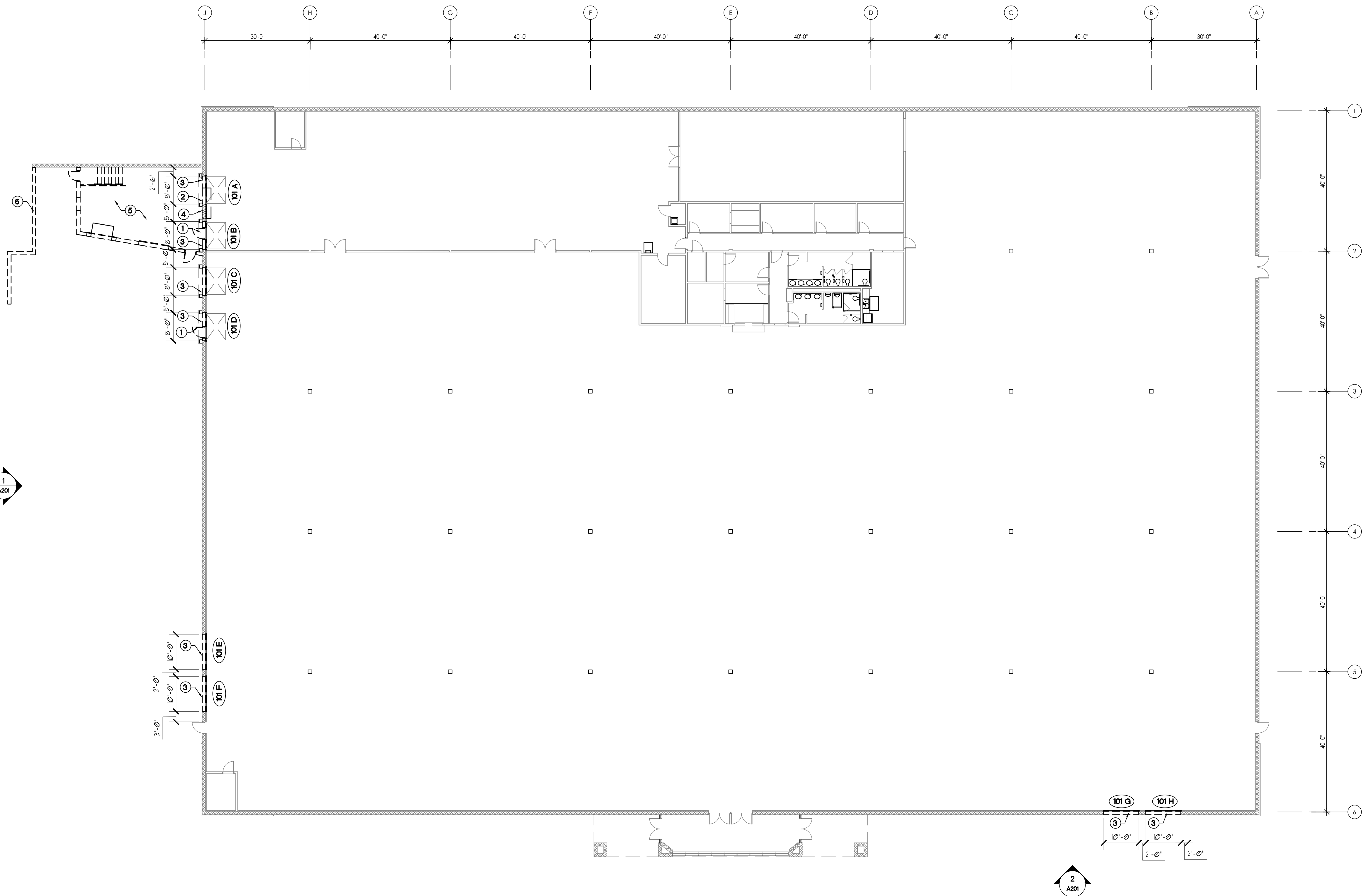
PLOT DATE: 2026-03-05  
 DRAWN BY: C. SLODERBECK  
 CHECKED BY: D. PETERSON  
 PROJECT NUMBER: 25-0252

ARCHITECTURAL FLOOR PLAN

**A101**

THESE DRAWINGS ARE GIVEN IN CONFIDENCE AND SHALL BE USED ONLY IN PURSUANCE TO THE AGREEMENT WITH PETERSON ARCHITECTURE, P.C. NO OTHER REUSE OR REPLICATION MAY BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF PETERSON ARCHITECTURE, P.C. ALL OTHER COPYRIGHT AND COMMON LAW RIGHTS ARE HEREBY SPECIFICALLY RESERVED.

GENERAL NOTES	
1.	DIMENSIONS TAKEN FROM FACE OF CMU, TYP. UNO.
PLAN NOTES	
1	DEMO SINGLE DOOR
2	DEMO LOADING DOCK DOOR
3	DEMO EXISTING WALL FOR NEW DOOR OPENING
4	INFILL WALL TO MATCH EXISTING CMU
5	DEMO LOADING DOCK AREA
6	DEMO EXTERIOR CMU BLACK WALL AS SHOWN
DOOR NOTES	
101 A	NEW 8'-0" x 9'-0" LOADING DOCK DOOR
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101 F	NEW 10'-0" x 10'-0" OHD
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101 H	NEW 10'-0" x 10'-0" OHD

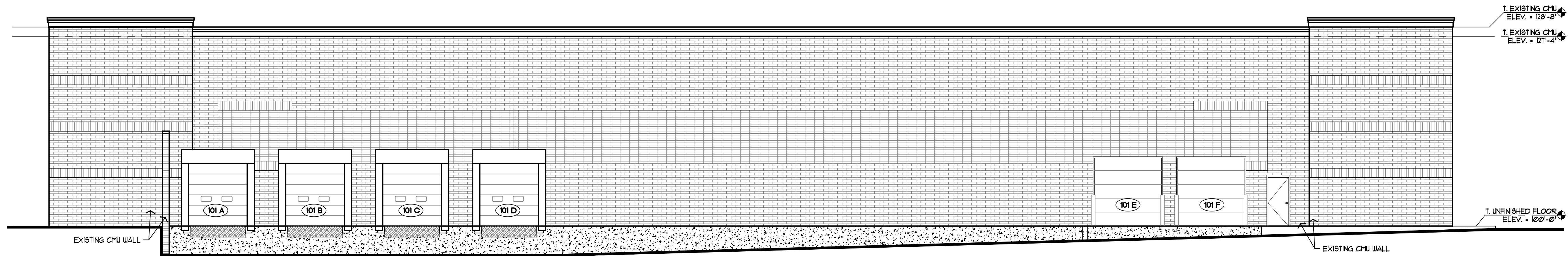


ARCHITECTURAL FLOOR PLAN  
 SCALE: 1/16" = 1'-0"

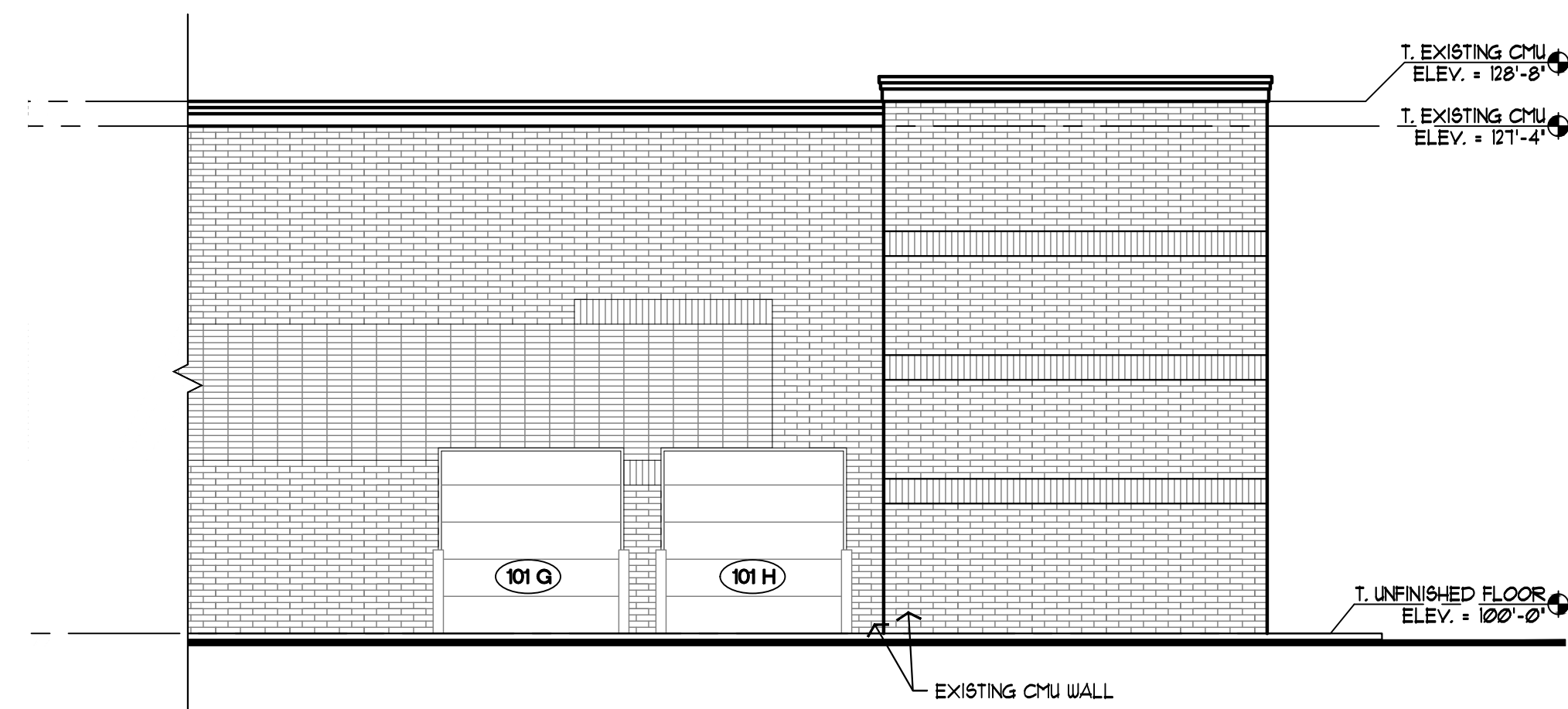
peterson ARCHITECTURE

298 south 10th street  
suite 500  
noblesville in 46060  
p 317.770.9714  
f 317.770.9718  
studio@petersonarchitecture.com

RENOVATION  
**ICC FLOORS**  
9800 CARNEY DRIVE  
FISHERS, INDIANA  
SMITH DEVELOPMENT COMPANY



**1** SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



**2** EAST ELEVATION  
SCALE: 1/8" = 1'-0"

CONCEPTUAL DESIGN

MARCH 6, 2026

REVISIONS	
1	REVISION DATE
2	REVISION DATE
3	REVISION DATE
4	REVISION DATE
5	REVISION DATE

PLOT DATE: 2026-03-05  
DRAWN BY: C. SLODERBECK  
CHECKED BY: D. PETERSON  
PROJECT NUMBER: 25-0252

ELEVATIONS

**A201**

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# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a rezone request of 6.17 acres C3 to I1 with conditions for an existing 69,105 square foot building at the common address of 9810 Carney Drive (RZ-26-3)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
				<input type="checkbox"/> Final Reading
	Ordinance #: 031626D		Resolution #:	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000 Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services <input type="checkbox"/> Capital Outlay <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder's Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders' Office			

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>ICC Holdings, LLC dba ICC Floors Plus has as submitted a consideration of a rezone request of 6.17 acres C3 to I1 with conditions for an existing 69,105 square foot building at the common address of 9810 Carney Drive (RZ-26-3).</p> <p>ICC Floors Plus plans to use the building as a stone and quartz gallery and fabrication center for countertops and fireplaces for both residential and commercial customers.</p> <p>The 69,105 square foot building is to be used for the warehouse of product (40%), gallery space (20%), fabrication (20%), and office (20%) subject to final design of interior space by Smith Development &amp; Construction, Inc.</p> <p>ICC Floors Plus plans to add additional truck docks, make site improvements including landscaping and parking, and update the building façade. These improvements will require both an Improvement Location Permit (ILP) and a Commercial Building Permit.</p> <p>Staff recommends the condition that prohibits any outdoor storage.</p> <p>Resolution R031626C, the Consideration of a Change of Use for the existing 60,105 square foot “Kittles” building to allow ICC Floors Plus to operate an office, warehouse, fabrication and commercial customer stone and quartz gallery for residential and commercial customers at the common address of 9810 Carney Drive (CUP-26-3) is associated.</p> <p>A Petitioner Packet includes concept plan with site improvements.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	<b>Narrative:</b>	N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Hold 1 <sup>st</sup> Reading
	2.	Continue
	3.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>March 16, 2026 - Proposed 1st Reading - City Council  April 1, 2026 - Public Hearing - Plan Commission  April 20, 2026 - Proposed Final Reading - City Council</p>	

<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 <sup>st</sup> Reading for the rezone.
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<ol style="list-style-type: none"> <li>1. Draft Ordinance</li> <li>2. Petitioner Packet</li> </ol>

**RESOLUTION NO. R031626C**

**A RESOLUTION APPROVING A CERTAIN COMMERCIAL CHANGE OF USE  
IN THE CITY OF FISHERS, INDIANA**

**WHEREAS**, the City of Fishers, Hamilton County, Indiana (“City”) Unified Development Ordinance (“UDO”) requires City Council (“Council”) action on Commercial Change of Uses for tenant spaces with a floor area of 25,000 square feet;

**WHEREAS**, Section 10.2.6. Change of Tenant - Large Square Tenant Spaces of the UDO states this requires more scrutiny and review because of potentially adverse impacts upon the immediate neighborhood and the community;

**WHEREAS**, Council shall review a Change of Tenant and its characteristics and impacts to determine its suitability in each location for the Zoning District in which the Commercial or Public and Institutional use is permitted;

**WHEREAS**, the determination of whether the Special Exception is approved shall be contingent upon (i) the Special Exception meeting the standards of the UDO and those standards as set forth in this Section; and (ii) the Council weighing, in each case, the public need and benefit against the local impact, giving effect to the proposals of the Applicant for ameliorating adverse impacts through special site planning and development techniques and contributions to the provisions of public improvements, sites, right-of-way and services; and

**WHEREAS**, ICC Holdings, LLC dba ICC Floors Plus (“Owner”) submitted a Commercial Change of Permit, CUP-26-3, for the redevelopment of an existing building and associated infrastructure located at 9810 Carey Drive, Fishers, IN, known as the Kittle’s building; and

**WHEREAS**, the Owner plans to use the building as a stone and quartz gallery and fabrication center for countertops and fireplaces for both residential and commercial customers. The 69,105 square foot building is to be used for the warehouse of product (40%), gallery space (20%), fabrication (20%), and office (20%) subject to final design of interior space by Smith Development & Construction, Inc.

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

Section One: The Council adopts the Petitioner Packet found within Exhibit C, attached hereto and incorporated herein.

Section Two: This Resolution shall be in full force and effect from the date of passage by the Common Council and its publication, as provided by law. All provisions or parts thereof in conflict herewith are hereby repealed.

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on April 20, 2026.

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

**YAY**

**NAY**

**ABSTAIN**

<b>YAY</b>		<b>NAY</b>	<b>ABSTAIN</b>
	John DeLucia, President		
	Tiffanie Ditlevson, Vice President		
	Pete Peterson, Member		
	John Weingardt, Member		
	Cecilia Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ m.

ATTEST: \_\_\_\_\_  
Jennifer L. Kehl, City Clerk

**MAYOR'S APPROVAL**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**



**MAYOR'S VETO**

\_\_\_\_\_  
**Scott A. Fadness, Mayor**

\_\_\_\_\_  
**DATE**

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

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Lindsey Bennett

**Exhibit A**

*Legal Description of Real Estate*

Acreage 6.17 Section 12, Township 17, Range 4 NORTH BY NORTHEAST BUSINESS PARK Block Pt C, Pt D

*9810 Carney Drive Fishers, IN 46037*

*15-14-12-00-05-001.001*

DRAFT

**Exhibit B**  
*Location Map*



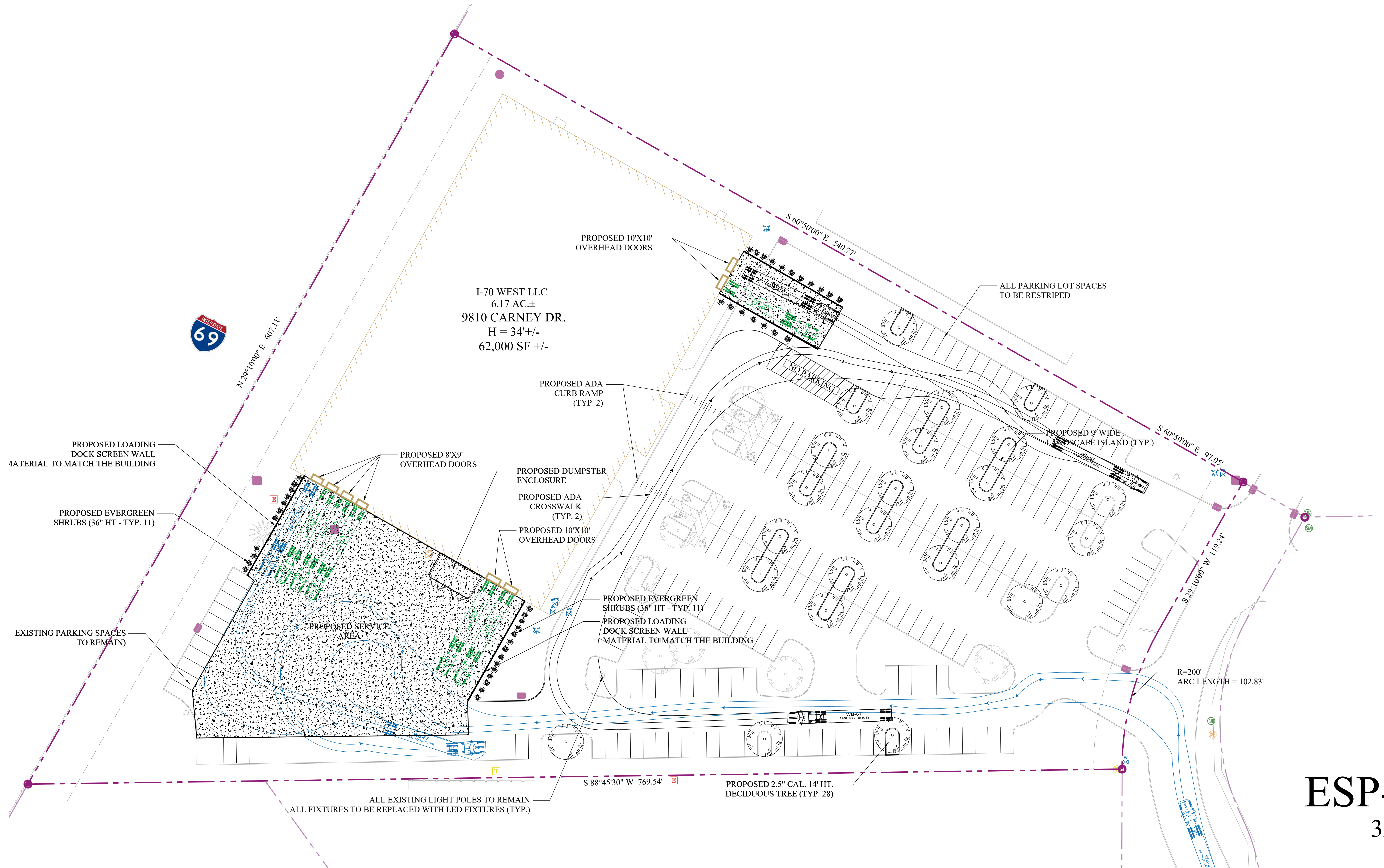
9810 Carney Drive Fishers, IN 46037  
15-14-12-00-05-001.001

**EXHIBIT C**  
*Petitioner Packet*

DRAFT



# EQP EGRV"RNCP "SITE/LANDSCAPE PLAN+



**ESP-02**  
 3/5/26

RENOVATION  
**ICC FLOORS**  
 9810 CARNEY DRIVE  
 FISHERS, INDIANA  
 SMITH DEVELOPMENT COMPANY

CONCEPTUAL DESIGN

MARCH 6, 2026

REVISIONS:

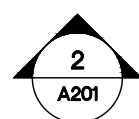
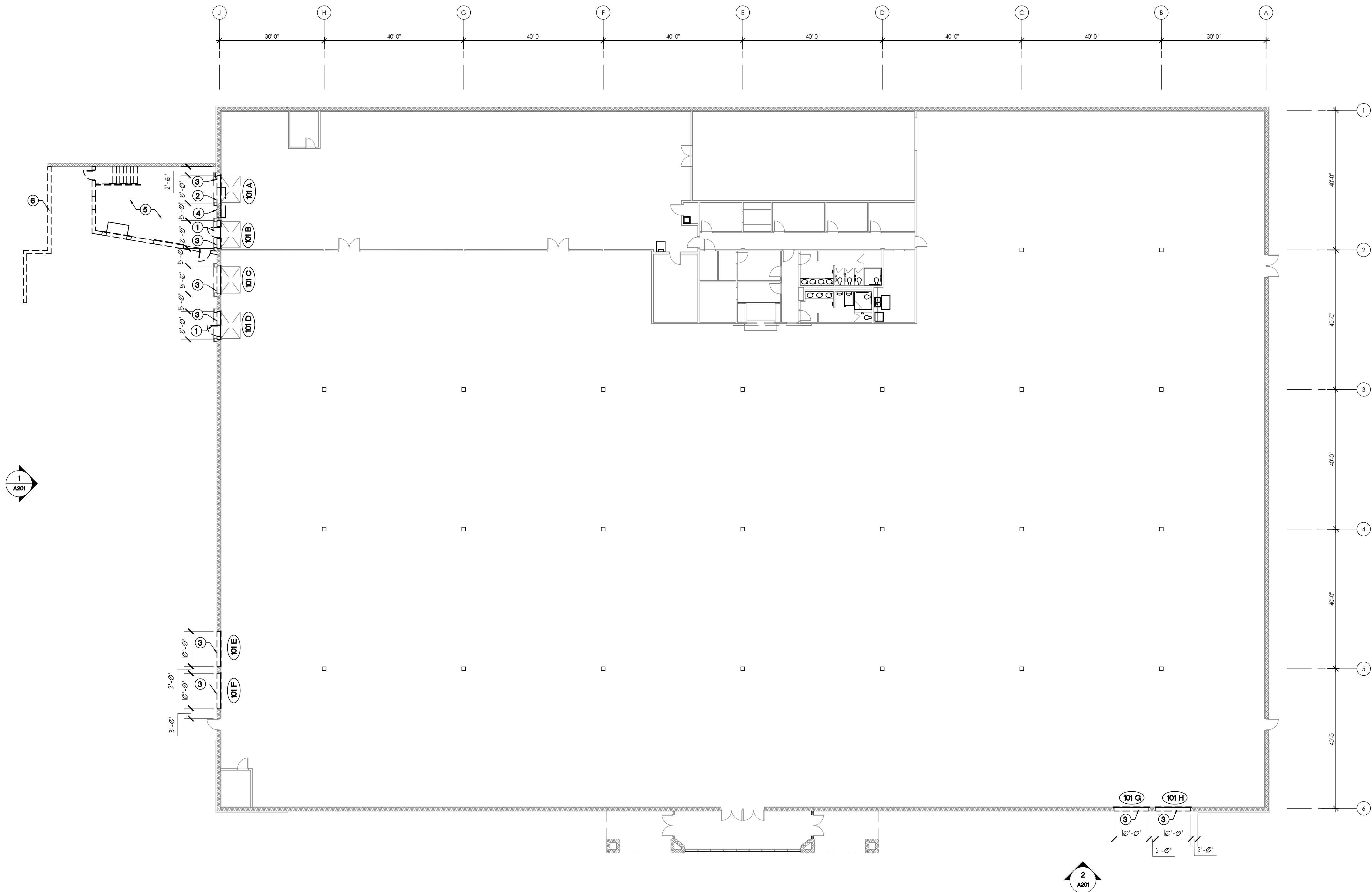
1	REVISION DATE
2	REVISION DATE
3	REVISION DATE
4	REVISION DATE
5	REVISION DATE

PLOT DATE: 2026-03-05  
 DRAWN BY: C. SLODERBECK  
 CHECKED BY: D. PETERSON  
 PROJECT NUMBER: 25-0252

ARCHITECTURAL FLOOR PLAN

**A101**

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GENERAL NOTES	
1.	DIMENSIONS TAKEN FROM FACE OF CMU, TYP. UNO.
PLAN NOTES	
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101 H	NEW 10'-0" x 10'-0" OHD

ARCHITECTURAL FLOOR PLAN  
 SCALE: 1/16" = 1'-0"

peterson ARCHITECTURE

298 south 10th street  
suite 500  
noblesville in 46060  
p 317.770.9714  
f 317.770.9718  
studio@petersonarchitecture.com

RENOVATION  
**ICC FLOORS**  
9800 CARNEY DRIVE  
FISHERS, INDIANA  
SMITH DEVELOPMENT COMPANY

CONCEPTUAL DESIGN

MARCH 6, 2026

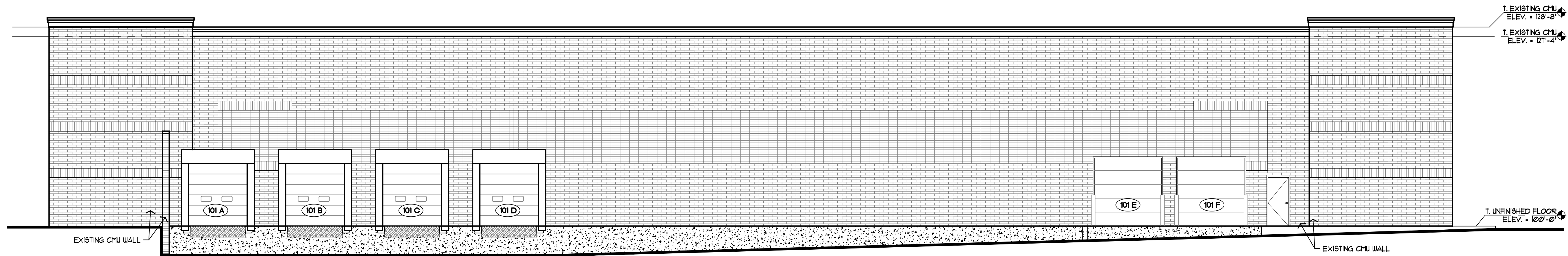
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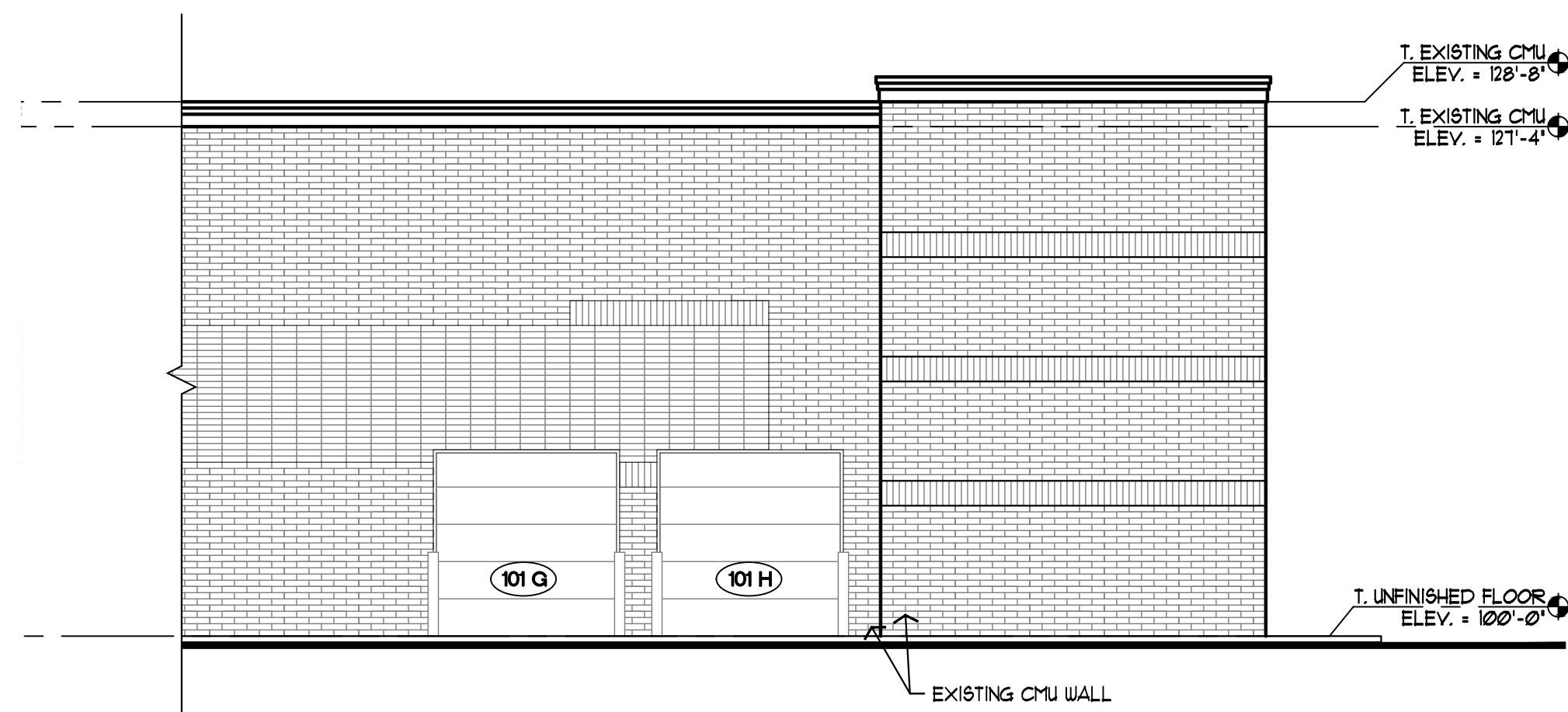
ELEVATIONS

**A201**

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1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



# Council Action Form

<b>MEETING DATE</b>	March 16, 2026			
<b>TITLE</b>	Consideration of a Change of Use for the existing 60,105 square foot “Kittles” building to allow ICC Floors Plus to operate an office, warehouse, fabrication and commercial customer stone and quartz gallery for residential and commercial customers at the common address of 9810 Carney Drive (CUP-26-3)			
<b>SUBMITTED BY</b>	Name & Title: Ross Hilleary, Assistant Director of Planning			
	Department:			
<b>MEETING TYPE</b>	<input type="checkbox"/> Work Session	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special	<input type="checkbox"/> Retreat
	<input type="checkbox"/> Executive			
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Regular
<b>ORDINANCE/RESOLUTION</b> (New ordinances or resolutions are assigned a new number)	<input checked="" type="checkbox"/> 1 <sup>st</sup> Reading	<input type="checkbox"/> 2 <sup>nd</sup> Reading	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> 3 <sup>rd</sup> Reading
			<input type="checkbox"/> Final Reading	
	Ordinance #:		Resolution #: R031626C	
<b>CONTRACTS</b> (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u> )	<input type="checkbox"/> Contract <b>required</b> for this item		<input type="checkbox"/> Signed copy of contract attached	
	<input type="checkbox"/> Seeking award or other scenario & <b>will provide contract</b> at a later date		<input checked="" type="checkbox"/> <b>No contract</b> for this item	
	<input type="checkbox"/> Contract <b>over</b> \$50,000  Please mark the box in the other column that pertains to this contract.		<input type="checkbox"/> Services  <input type="checkbox"/> Capital Outlay  <input type="checkbox"/> Debt Services	
<b>HAMILTON COUNTY</b> (Some documents need recorded by the City Clerk)	<input type="checkbox"/> Document <b>must</b> be recorded with the County Recorder’s Office			
	<input type="checkbox"/> Wait 31 days <b>prior to</b> filing with the County Recorders’ Office		<input checked="" type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder’s Office	

<b>APPROVALS/REVIEWS</b>	<input type="checkbox"/> Assistant/Deputy Department Head	<input type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input type="checkbox"/> Finance Committee
	<input type="checkbox"/> Deputy Mayor	<input type="checkbox"/> Technical Advisory Committee
	<input type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The Unified Development Ordinance ("UDO") requires City Council ("Council") action on Commercial Change of Uses for tenant spaces with a floor area of 25,000 square feet.</p> <p>Section 10.2.6. Change of Tenant - Large Square Tenant Spaces of the UDO states this requires more scrutiny and review because of potentially adverse impacts upon the immediate neighborhood and the community and Council shall review a Change of Tenant and its characteristics and impacts to determine its suitability in each location.</p> <p>Council shall determine whether the Special Exception is approved shall be contingent upon (i) the Special Exception meeting the standards of the UDO and those standards as set forth in this Section; and (ii) the Council weighing, in each case, the public need and benefit against the local impact, giving effect to the proposals of the Applicant for ameliorating adverse impacts through special site planning and development techniques and contributions to the provisions of public improvements, sites, right-of-way and services.</p> <p>ICC Holdings, LLC dba ICC Floors Plus has submitted a Commercial Change of Permit, CUP-26-3, for the redevelopment of an existing building and associated infrastructure located at 9810 Carey Drive, Fishers, IN, known as the Kittle's building.</p> <p>ICC Floors Plus plans to use the building as a stone and quartz gallery and fabrication center for countertops and fireplaces for both residential and commercial customers.</p> <p>The 69,105 square foot building is to be used for the warehouse of product (40%), gallery space (20%), fabrication (20%), and office (20%) subject to final design of interior space by Smith Development &amp; Construction, Inc.</p> <p>ICC Floors Plus plans to add additional truck docks, make site improvements including landscaping and parking, and update the building façade. These improvements will require both an Improvement Location Permit (ILP) and a Commercial Building Permit.</p>	

	Ordinance No. 031626D, the consideration of a rezone request of 6.17 acres C3 to I1 with conditions for an existing 69,105 square foot building at the common address of 9810 Carney Drive (RZ-26-3) is associated.  A Petitioner Packet includes concept plan with site improvements.
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$: N/A
	Expenditure \$: N/A
	Source of Funds: N/A
	Additional Appropriation #: N/A
	<b>Narrative:</b> N/A
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1. Hold 1 <sup>st</sup> Reading
	2. Continue
	3. Take no action
	4.
<b>PROJECT TIMELINE</b>	March 16, 2026 - 1 <sup>st</sup> Reading April 20, 2026 - Proposed Final Reading
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 <sup>st</sup> Reading for the Change of Use.
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Draft Resolution 2. Petitioner Packet