



**BOARD/COMMISSION: City Council**  
**DATE: 12/15/2025**  
**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).

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

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

**2. Announcements**

**3. Proclamations**

**4. Presentations**

- a. Hamilton Southeastern Girls Soccer**

**5. Department Reports**

- a. Health Department Report**

**Health Department Report - 12-15-2025**

**6. Consent Agenda**

- a. Request to approve the previous Fishers City Council meeting minutes from November 17, 2025.**

**Minutes - 11-17-2025**

- b. 2026 RDC Spending Plan**

**2026 RDC Spending Plan**

**c. R121525 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.**

**City Funds Transfers - Resolution - R121525**

**City Funds Transfers - Exhibit A - R121525**

**City Funds Transfers - Council Action Form - R121525**

**Signed Adoption - City Funds Transfers - Resolution - R121525**

**Regular Agenda - Budget/Financial**

**7. R121525A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health First Indiana Funds to the City of Fishers 2025 and 2026 Municipal Budget - Public Hearing**

**Additional Appropriation of Health First Indiana Fund - Resolution - R121525A**

**Additional Appropriation of Health First Indiana Fund - Exhibit A - R121525A**

**Additional Appropriation of Health First Indiana Fund - Exhibit B - R121525A**

**Additional Appropriation of Health First Indiana Fund - Council Action Form - R121525A**

**Signed Adoption - Additional Appropriation of Health First Indiana Fund - Resolution - R121525A**

**8. 121525 - An Ordinance Approving Short Term Loan Financing for Certain Equipment for the Fishers Wastewater Department – 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Reading**

**Sewer Vac Truck Lease - Ordinance - 121525**

**Sewer Vac Truck Lease - Exhibit A - 121525**

**Sewer Vac Truck Lease - Council Action Form - 121525**

**Signed Adoption - Sewer Vac Truck Lease - Ordinance - 121525**

**9. 121525A - A Request to Approve an Amendment to the 2026 Salary Ordinance – 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Reading**

**2026 Salary Ord Amendment - Ordinance -121525A**

**2026 Salary Ordinance - Exhibit A - 121525A**

**2026 Salary Ord Amendment - CAF -121525A**

**Signed Adoption - 2026 Salary Ord Amendment - Ordinance -121525A**

**Regular Agenda - Economic Development**

**10. R121525B - A Request to Approve an Economic Development Agreement.**

**INCOG EDA - Resolution - R121525B**

**INCOG EDA - Exhibit A - R121525B**

**INCOG EDA - CAF - R121525B**

**Signed Adoption - INCOG EDA - Resolution - R121525B**

**Regular Agenda - Government/Miscellaneous**

**NONE**

**Regular Agenda - Planning & Zoning**

**11. 111725F - Consideration of a rezone of .86 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions for a maximum square footage of 7,500 sq ft and the memory care facility use at the common address 10990 Brooks School Road (RZ-25-6) – Final Reading - ***THIS ITEM WAS PULLED FROM THE AGENDA*****

**RZ-25-6 Story Cottage Rezone - Ordinance - 111725F - Final Reading**

**RZ-25-6 Story Cottage Rezone - Petitioner Packet - 111725F - Final Reading**

**RZ-25-6 Story Cottage Rezone - Staff Report - 111725F - Final Reading**

**RZ-25-6 Story Cottage Rezone - Council Action Form - 111725F - Final Reading**

**Ketchum Annexation:**

**12. R121525D - Request to approve a resolution adopting the Fiscal Plan for the Ketchum Property (ANX-25-7)**

**ANX-25-7 Ketchum Annexation - Fiscal Plan - Resolution - R121525D**

**ANX-25-7 Ketchum Annexation - Fiscal Plan - R121525D**

**ANX-25-7 Ketchum Annexation - Fiscal Plan - Council Action Form - R121525D**

**Signed Adoption - ANX-25-7 Ketchum Annexation - Fiscal Plan - Resolution - R121525D**

**13. 111725G - Request to approve a voluntary annexation of .44 acres known as**

**the Ketchum Property. Subject site is generally located south of E Willow Drive at the common address of 8615 Willow Drive, with County parcel ID 14-10-24-02-03-014.000 (ANX-25-7) – Final Reading**

**ANX-25-7 Ketchum Annexation - Ordinance - 111725G**

**ANX-25-7 Ketchum Annexation - Council Action Form - 111725G**

**Signed Adoption - ANX-25-7 Ketchum Annexation - Ordinance - 111725G**

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

**Council Appointments for 2026 - 12-15-2025**

**Council Appointments Non-Stading Appointments for 2026 - 12-15-2025**

**15. Regular Items - Community Comment**

**Community Comments - Richie Woods - 12-15-2025**

**16. Regular Items - Meeting Adjournment**

**Minutes - 12-15-2025**

[MEET\_FOOT]



## **Fishers Health Department Update – 12/15/2025**

### **Health First Indiana**

- HFI information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Fishers funding amount for 2026 reduced 73% to \$517,550.28.

### **Community Health Assessment and Annual Report**

- Three pillars of focus from community health assessment: Mental Health, Healthy Living, and Aging Well. Community Health Improvement activities include community input on strategy areas via pop-up tabling and online opportunities.

### **Core Services:**

- FHD clinic and administration now located at the Fishers Community Center at 11400 Johnson Farm Way.
- Clinical Services: High demand for Flu and COVID vaccines (207 appointments). Both are available at FHD for 6 months and older without a prescription. Increased interest in services at new location. We offer all vaccines for all ages, travel consults with travel vaccines and preventative medication prescriptions, testing and treatment for conditions such as TB, STIs, lead and others. [Schedule an appointment](#) with us.
- Health Education: Offering K-12 lessons in HSE schools and public health sessions for 3<sup>rd</sup> grade field trips. Completed third Mental Health First Aid training for Fishers Youth Initiative. Hosting Aging Well education series for older adults with 4 sessions in Dec. and Jan., and 3 sessions on Mental Health. More information [here](#). Educated over 24,000 individuals year-to-date.
- Environmental Health: Check the [Food Grade and Inspection Dashboard](#) for inspection reports. Food protection team has achieved FDA verification for standards 2, 3,7 in pursuit of full standardization. Certified Pool Operator course moved to early 2026 due to low registration sign up.
- Mental Health: [Stigma Free Fishers \(SFF\)](#) platform & [Community Resource List](#) remain active resources for community. December Wellness Wander is at Cumberland Park. Focuses on mental health, mindfulness and connection with nature. Hosted Second Annual International Survivors of Suicide Loss Day on 11/22 with 25 participants.
- Social Work: All emergency detentions referred to social worker. Fall prevention program continuing with great success – over \$1.6 million in direct and indirect cost savings since launch. Third *SteppingOn* fall prevention course being scheduled for Q1 2026 with 28 on waitlist.

### **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 December and January. More information [here](#).
- FHD hosting a food drive in partnership with area pantries- drop off donations at the Fishers Community Center.

### **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](#). This school year have awarded \$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 working on remaining \$10,000. Completed NACCHO grant serve as Peer Ambassador for innovative local epidemiological approaches to public health; waiting on \$20,000 award.
- All health department contracts are posted [here](#). Offered open nurse and school health liaison role to candidate and working with HR for start date.
- FHD Internship Program opportunities for 2026 now open.



Table 1. Select Metrics

<b>Services Overview</b>		
	<b>November 2025</b>	<b>Jan - Nov, 2025</b>
<b>Health Services</b>		
Communicable Disease Investigations	17	277
Routine Vaccination Appointments	279	2,364
Testing & Screening Appointments	24	325
Travel Clinic Appointments	17	121
<b>Fee Services</b>		
Birth Certificates (copies)	131	1,307
Death Certificates (copies)	764	6,237
Food Inspections	68	810
Pool Inspections	0	85
Other Environmental Inspections	1	37
<b>Health Education</b>		
Community Members Reached	2,479	24,016
Number of Sessions	25	227
<b>Public Health Social Work</b>		
Unique Residents Supported	107	1,159
Encounters for Service	126	1,605
Referrals to Community Resources	278	1,933
Emergency Detentions Supported	9	167
Fall Prevention In-Home Assessments	10	83
<b>Stigma Free Fishers Users</b>	<b>788</b>	<b>11,431</b>

**Fishers City Council  
Meeting Minutes  
November 17, 2025**

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

**BOARD/COMMISSION:** City Council Meeting

**DATE:** 11/17/2025

**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
  - Vice President John DeLucia called the meeting to order at 7:00 p.m. Present were Brad DeReamer, Tiffanie Ditlevson, Selina Stoller, John Weingardt, Todd Zimmerman, and Bill Stuart. Pete Peterson and Cecilia Coble were absent. Others present were Mayor Scott Fadnes, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Chris Greisl, Ashley Elrod, Lisa Bradford, Chief Ed Gebhart, Jake Reardon-McSoley, Megan Baumgartner, Monica Heltz, Ross Hilleary, Lindsey Bennett, Mike Fassold, Eric Crouse, Steve Arnold, Ross Reinhardt, Sue and Jack Follmar, Jane Crose, David Leazenby, Jodi Johnson, Julie Kane, Lara Jerrell, Matthew Branz, Grace Meister, Lilly Perez, Lauren Kozlowski, Joey Justice, Will Ellingwood, and Larry Lannan.
2. Announcements:
  - None
3. Proclamations:
  - None
4. Presentations:
  - a. 2025 State Champions- HSE Girls Soccer Team
  - Mayor Scott Fadness had Lauren Kalowski come forward.
  - b. Teacher Innovation Grant Program Overview
    - Mayor Fadness spoke on the grants that were given to the above program. Mike Fassold can forward and speak on the programs that benefitted from these grants. Lilly Perez, Lauren Kozlowski, Joey Justice and Will Ellingwood were present.
5. Council Committee Reports:
  - a. Finance Committee Report
    - Chairman John Weingardt make a few comments on the Finance Committee meeting.
6. Department Reports:
  - a. Health Department Report
    - This item is available on the city's website.
7. Consent Agenda:
  - a. Request to approve the previous Fishers City Council meeting minutes from October 06, 2025.

- b. R0111725 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
- John Weingardt made a motion to approve the Consent Agenda. Selina Stoller second the motion. There was no remonstrance, and all members voted yay. The motion passed.

## REGULAR AGENDA

### Business/ Financial

8. R111725A - A Request to Approve Additional Appropriation - Public Hearing
  - Lisa Bradford gave her presentation. This appropriation is for the Economic Development Fund.
  - Vice President John DeLucia opened the meeting for a public hearing. No one came forward and the public hearing was closed.
  - John Weingardt made a motion to approve the resolution R111725A. Todd Zimmerman second the motion. There was no remonstrance, and all members voted yay. The motion passed.
9. 111725 - An Ordinance Further Amending the Authorization for the Issuance of the City of Fishers Economic Development Revenue Bonds, Series 2024D, approving a First Amendment to Garage Lease and a First Amendment to Public Lease, and Authorizing and Approving Other Actions in Respect Thereto (CityView Project) - 1<sup>st</sup> Reading
  - Lisa Bradford gave her presentation.
  - Todd Zimmerman made a motion to suspend the rules and approve ordinance 111725 on the 1<sup>st</sup> Reading. John Weinhardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - Todd Zimmerman made a motion to approve ordinance 111725 on the 1<sup>st</sup> Reading. John Weinhardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
10. R111725E – Resolution of the Common Council of the City of Fishers Designating Bonds as Surplus and Transferring Surplus Funds to the City of Fishers Town Hall Building Corporation.
  - Lisa Bradford gave her presentation.
  - John Weingardt made a motion to approve resolution R111725E. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

### Government/Miscellaneous

11. 111725B - Request to Amend to Chapter 53 of the City of Fishers Code of Ordinances (Stormwater Management) - 1<sup>st</sup> Reading
  - Lisa Bradford gave her presentation. In 2026 the sewer bill, the trash bill, and the storm water bill will be on one bill sent monthly.

- Todd Zimmerman made a motion to suspend the rules and approve ordinance 111725B on the 1<sup>st</sup> Reading. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - John Weingardt made a motion to approve ordinance 111725B. Tiffany Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
12. 111725C - A Request to Amend Section 32.62 of the City of Fishers Code of Ordinances (Fishers Advisory Committee on Disabilities) - 1<sup>st</sup> Reading
- Lindsey Bennett gave her presentation.
  - John Weingardt made a motion to suspend the rules and approve ordinance 111725C on the 1<sup>st</sup> Reading. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - John Weingardt made a motion to approve ordinance 111725C. Bill Stuart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
13. 111725D - Request to Amend Chapter 170, Retail Food Establishments, and 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.
  - Todd Zimmerman made a motion to suspend the rules and approve ordinance 111725D on the 1<sup>st</sup> Reading. John Weingardt seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - Todd Zimmerman made a motion to approve ordinance 111725D. Tiffany Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

#### Economic Development

14. R111725B - Resolution Approving the First Amendment to the Amended and Restated Project Agreement for the Union Crossing Projects.
- Megan Baumgartner gave her presentation.
  - John Weingardt made a motion to approve resolution R111725. Todd Zimmerman seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

#### Planning & Zoning

15. 100625A - Consideration of a text amendment to the Unified Development Ordinance (UDO) to Chapter 3. Zoning Districts, Chapter 5. Use Regulations and 12. Definitions. (TA-25-4) - Final Reading
- Ross Hilleary gave his presentation.

- Selina Stoller made a motion to approve ordinance 100625A. Tiffany Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

16. 111725F - Consideration of a rezone of 1.3 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions for a maximum square footage of 7,500 sq ft and the memory care facility use at the - common address 10990 Brooks School Road (RZ-25-6) - 1st Reading

- Ross Hilleary gave his presentation.
- Rick Lawrence from Story Custom Development and Story Cottage came forward to discuss the project
- Selina Stoller made a motion to have the 1<sup>st</sup> Reading on ordinance 111725F.

*Lynnwood Hills Annexation:*

17. R111725F - Request to Approve Resolution Adopting the Fiscal Plan for the Lynnwood Hills Voluntary Annexation

- Ross Hilleary gave his presentation.
- John Weingardt made a motion to approve resolution R111725F. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

18. 111725E - Request to Approve a Voluntary Annexation of 77.064 acres known as Lynnwood Hills Subdivision - 1<sup>st</sup> Reading

- Ross Hilleary gave his presentation.
- Todd Zimmerman made a motion to have the 1<sup>st</sup> Reading on ordinance 111725E.

*Kenwood Subdivision Annexation:*

19. R111725D - Request to approve a resolution adopting the Fiscal Plan for the Roudebush property (Kenwood Subdivision, ANX-25-8).

- Ross Hilleary gave his presentation.
- Selina Stoller made a motion to approve resolution R111725D. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

20. 100625B - Request to approve a voluntary annexation of 6.49 acres, known as the Roudebush property. The subject site is generally located east of Promise Road and South of E 136th Street, with County parcel ID 13-11-28-00-00-007.001 and 13-11-28-00-00-004.000. (ANX-25-8) - Final Reading

- Ross Hilleary gave his presentation.
- Todd Zimmerman made a motion to approve ordinance 100625B. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

Ketchum Annexation:

21. 111725G - Request to approve a voluntary annexation of .44 acres known as the Ketchum Property. Subject site is generally located south of E Willow Drive at the common address of 8615 Willow Drive, with County parcel ID 14-10-24-02-03-014.000 (ANX-25-7) – 1<sup>st</sup> Reading & Public Hearing

- Ross Hilleary gave his presentation.
- John DeLucia opened the meeting for a public hearing. No one came forward and the public hearing was closed.
- Todd Zimmerman made a motion to have the 1<sup>st</sup> Reading on ordinance 111725G.

REGULAR ITEMS

22. Any other Unfinished / New Business

- NONE

23. Community Comment

- Ross Reinhardt came forward to speak on his experience as a camp counselor at Camp Tecumseh for HSE schools.

24. Meeting Adjournment

- Todd Zimmerman made a motion to adjourn the meeting. The meeting was adjourned at 7:50 p.m.

Respectfully submitted,



Jennifer L. Kehl

DATE: NOVEMBER 17, 2025

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	MIKE FASSOLA	11121 SANDERS DR NE
2	ERIC CROUSE	11300 KNIGHTSBRIDGE LN
3	Steve Arnold	7847 ELLIPSE RD
4	Ross Reinhardt	7704 Creeks Ct
5	Sue & Jack Follmer	13857 Canopy Ln
6	Jane Crouse	11300 Knightsbridge Ln
7	David Lezenby	Lezenby Companies
8	JODI JOHNSON	Citizen Govt Academy
9	Julie Kane	10191 TOWNSTONE DR
10	Lura Terrell	13069 Simla Pl
11	MATTHEW BRANZ	9446 ASHLAKE LANE
12	Grace Meister	12260 Leewood Ct.
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**FINANCE COMMITTEE  
MINUTES  
NOVEMBER 12, 2025**

**BOARD/COMMISSION: City of Fishers Finance Committee**

**DATE: 11/12/2025**

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

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

**1. Meeting Called to Order**

- Chairman John Weingardt called to order at 5:00 P.M. Present were John Delucia, Cecilia Coble, and Bill Stuart was present remotely. Others present were Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, and Lisa Bradford.

**2. Announcements**

- NONE

**3. Consent Agenda**

**a. Request to review the previous meeting memoranda: A roll call vote**

- I. Minutes for **August 20<sup>th</sup>, 2025**
- II. Minutes for **August 27<sup>th</sup>, 2025**
- III. Minutes for **September 10<sup>th</sup>, 2025**

- John Delucia made a motion to approve the previous meeting memoranda. John Weingardt seconded the motion. A roll call vote was taken. John Delucia, John Weingardt and Bill Stuart votes yay. Cecilia Coble abstained from voting. The vote was 3 Yay, 1 Abstained. The motion passed.

**b. R1111725 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:**

- John DeLucia made a motion to send resolution **R1111725** to the full council for approval. Bill Stuart seconded the motion. A Roll call vote was taken. All members present and remote voted yay. The motion passed.

**4. RESOLUTIONS:**

**a. R111725A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Economic Development Funds to the City of Fishers Municipal Budget:**

- Bill Stuart made a motion to send resolution **R111725A** to the full council for approval. John DeLucia seconded the motion. A Roll call vote was taken. All members present and remote voted yay. The motion passed.

**b. R111725B - Resolution of The Directors of The City of Fishers Approving First Amendment to Amended and Restated Project Agreement (Union/Crossing Projects):**

- Cecilia Coble made a motion to send resolution **R111725B** to the full council for approval. John DeLucia seconded the motion. A Roll call vote was taken. All members present and remote voted yay. The motion passed.

**c. R111925E - Resolution of the Common Council of the City of Fishers Designating Bonds as Surplus and Transferring the Surplus Funds to the City of Fishers Town Hall Building Corporation:**

- John DeLucia made a motion to send resolution **R111725E** to the full council for approval. Cecilia Coble seconded the motion. A Roll call vote was taken. All members present and remote voted yay. The motion passed.

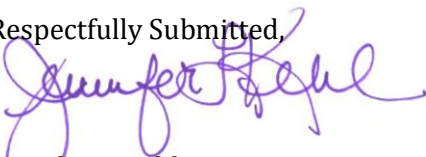
**5. ORDINANCES:**

- a. 111725** - An Ordinance of the Common Council of the City of Fishers, Indiana, Further Amending the Authorization for the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D Approving a First Amendment to Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a First Amendment to Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each With Respect to the CityView Project and Authorizing and Approving Other Actions in Respect Thereto:
- Cecilia Coble made a motion to send ordinance **111725** to the full council for approval. John DeLucia seconded the motion. A Roll call vote was taken. All members present and remote voted yay. The motion passed.
  -

**Regular Items**

- 6. Stormwater Ordinance Update**
- Lisa Bradford discussed that in February of 2026, the sewer bill, trash bill, and the stormwater bill will all be combined into one monthly bill. (Stormwater is currently yearly). This will be for single family homes and condos. This will not affect the billing for businesses.
- 7. Any other Unfinished / New Business**
- None
- 8. Meeting Adjournment**
- The meeting was adjourned at 5:17 p.m.

Respectfully Submitted,



Jennifer L. Kehl  
Fishers City Clerk

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

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

John Weingardt, Chairperson  
Cecilia Coble, Committee Member  
John P. DeLucia, Committee Member  
Bill Stuart, Committee Member  
Todd Zimmerman, Committee Member

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**Meeting Date: 11/12/2025**

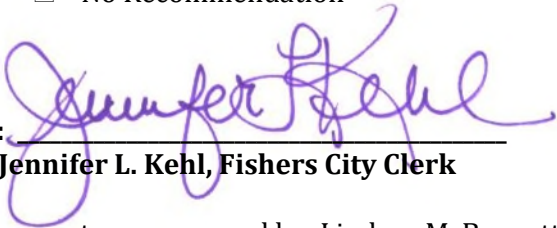
**RESOLUTIONS**

1. **R0111725 - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.**
  - Passage
  - Non-Passage
  - Amendment
  - No Recommendation
  
2. **R0111725A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Economic Development Funds to the City of Fishers Municipal Budget.**
  - Passage
  - Non-Passage
  - Amendment
  - No Recommendation
  
3. **R111725B - Resolution of The Directors of The City of Fishers Approving First Amendment To Amended and Restated Project Agreement (Union/Crossing Projects).**
  - Passage
  - Non-Passage
  - Amendment
  - No Recommendation
  
4. **R111925E - Resolution of the Common Council of the City of Fishers Designating Bonds As Surplus and Transferring The Surplus Funds to the City Of Fishers Town Hall Building Corporation.**
  - Passage**
  - Non-Passage**
  - Amendment**
  - No Recommendation**

**ORDINANCES**

5. **111725 - An Ordinance of the Common Council of the City of Fishers, Indiana, Further Amending the Authorization for the Issuance of the City of Fishers, Indiana Taxable Economic Development Revenue Bonds, Series 2024D Approving a First Amendment to Garage Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, and a First Amendment to Public Lease Between the Fishers Town Hall Building Corporation, as Lessor, and the Fishers Redevelopment Commission, as Lessee, Each With Respect to the CityView Project and Authorizing and Approving Other Actions in Respect Thereto.**

- Passage
- Non-Passage
- Amendment
- No Recommendation

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

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



## **Fishers Health Department Update – 11/17/2025**

### **Health First Indiana**

- HFI information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Fishers funding amount for 2026 reduced 73% to \$517,550.28.

### **Community Health Assessment and Annual Report**

- Key areas of focus coming out of community health assessment: Mental Health, Healthy Living, and Aging Well. Planning Community Health Improvement activities for December.

### **Core Services:**

- FHD clinic and administration now located at the Fishers Community Center at 11400 Johnson Farm Way
- Clinical Services: Flu and COVID vaccines now available. High demand for COVID vaccine and available at FHD for 6 months and older without prescription. Increased interest in services at new location. We offer all vaccines for all ages, travel consults with travel vaccines and preventative medication prescriptions, testing and treatment for conditions such as TB, STIs, lead and others. [Schedule an appointment](#) with us.
- Health Education: Offering K-12 lessons in HSE schools and public health sessions for 3<sup>rd</sup> grade field trips. Completing third Mental Health First Aid training on 11/18 with Fishers Youth Assistance. Hosting Aging Well education series for older adults with 7 sessions in Nov. and Dec. More information [here](#). Educated over 21,500 individuals year-to-date.
- Environmental Health: Check the [Food Grade and Inspection Dashboard](#) for inspection reports. All three Food Inspectors standardized. Certified Pool Operator course scheduled for 11/20-21 at Community Center.
- Mental Health: [Stigma Free Fishers \(SFF\)](#) platform & [Community Resource List](#) remain active resources for community. November Wellness Wander is at Billerica Park. Focuses on mental health, mindfulness and connection with nature.
- Social Work: All emergency detentions referred to social worker. Fall prevention program continuing with great success – over \$1.5 million in direct and indirect cost savings since launch. Third *SteppingOn* fall prevention course being scheduled, with 28 on waitlist.

### **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 November. 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](#). This school year have awarded \$500 to Resiliency Club at Fishers Junior High School for yoga and \$500 to HSE Pickle Ball club.
- FHD working on \$13,500 grant awards from NEHA FDA for standardization efforts and \$20,000 from NACCHO to serve as Peer Ambassador for innovative local epidemiological approaches to public health.
- All health department contracts are posted [here](#). Offered open nurse and school health liaison role to candidate and working with HR for start date.
- FHD Internship Program opportunities for 2026 now open.



Table 1. Select Metrics

<b>Services Overview</b>		
	<b>October 2025</b>	<b>Jan - Oct, 2025</b>
<b>Health Services</b>		
Communicable Disease Investigations	24	260
Routine Vaccination Appointments	352	2,082
Testing & Screening Appointments	9	290
Travel Clinic Appointments	3	104
<b>Fee Services</b>		
Birth Certificates (copies)	90	1,176
Death Certificates (copies)	730	5,473
Food Inspections	122	742
Pool Inspections	0	85
Other Environmental Inspections	6	17
<b>Health Education</b>		
Community Members Reached	2,206	21,537
Number of Sessions	27	202
<b>Public Health Social Work</b>		
Unique Residents Supported	95	1,052
Encounters for Service	136	1,479
Referrals to Community Resources	191	1,655
Emergency Detentions Supported	15	158
Fall Prevention In-Home Assessments	9	73
<b>Stigma Free Fishers Users</b>	<b>680</b>	<b>10,643</b>

## 2026 SPENDING PLAN

**To:** Indiana Department of Local Government Finance  
Mayor and Members of Common Council, and City Redevelopment Commission,

**From:** Megan Baumgartner, Director of Community and Economic Development, City of Fishers

**Date:** November 24, 2025

**Re:** Annual Spending Plan of Fishers Redevelopment Commission for Calendar Year 2026

### SPENDING PLAN FOR 2026

#### A. Debt Payments

LR, MN and Yeager - EDC Bonds - Debt Service (B1)	\$ 1,426,000.00
2016 COIT Bonds - DT Debt Service(B2)	\$ 509,400.00
North of North - Debt Service	\$ 1,683,000.00
Nickel Plate North Side	\$ 2,333,000.00
SPF 2019A	\$ 942,445.00
SPF 2019B	\$ 684,000.00
The Depot Refunding	\$ 1,015,000.00
District South	\$ 870,000.00
Stevanato Bond	\$ 1,130,000.00
Yard 2018A	\$ 637,000.00
Yard 2018B	\$ 525,000.00
2019 Stations	\$ 325,000.00
Passthrough Debt Obligations (estimated)	\$ 7,200,000.00

Total Debt Payments: \$19,279,845

**B. Payments to Eligible Entities for Educational and Training Programs (e.g., School Corporation(s)) (pursuant to IC 36-7-25-7): \$0.00**

**C. Capital Expenditures Contemplated by the Economic Development Plan(s) or Redevelopment Plan(s), as amended: \$412,950**

#### D. Grants and Contributions

1. Contributions to Local Economic Development Organizations and similar organizations: \$0.00
2. Contributions to local non-profit organizations: \$0.00

3. Grants or loans to enable eligible low-income individuals and families to purchase or lease residential units in a multiple unit residential structure (pursuant to IC 36-7-14-12.2(a)(24)): **\$0.00**
  4. Grants or loans to provide financial assistance to neighborhood development corporations (pursuant to IC 36-7-14-12.2(a)(25)) to permit them to: (A) provide financial assistance for the purposes described in paragraph D4 above; or (B) construct, rehabilitate, or repair commercial property: **\$0**
  5. Other legally permitted grants or loans: **\$23,800,000**
- E. Professional Expenses** (legal, accounting, project supervision expenses, and other): **\$225,000**
- F. Expenditures Related to Capital and Operating Expenses for Police or Fire Services** (including such things as salaries and benefits, and acquisition of public safety vehicles and equipment): **\$0.00**
- G. Payment of Operating Expenses, Including Employee Expenses** (generally payable from non-TIF sources only): **\$0.00**
- H. Related to Military Bases** (pursuant to IC 36-7-14-12.2(a)(27)): **\$0.00**
- I. Payments Related to Eligible Efficiency Programs** (pursuant to IC 36-7-14-39(b)(4)(L)): **\$0.00**
- J. Permissible Reimbursements for Employee Training Expenses of Industrial Facilities** (pursuant to IC 36-7-14-39(b)(4)(K)): **\$0.00**
- K. Permissible Reimbursements of the [applicable city, town or county]** (pursuant to IC 36-7-14-39(b)(4)): **\$0.00**
- L. Expenditures from Proceeds of Bonds (Including Expenditures for Residential Housing Development Programs), Lease Financings or Tax Anticipation Warrants:** **\$0.00**
- M. Expenditures from Property Tax Levy** (pursuant to IC 36-7-14-28): **\$0.00**
- N. Expenditures from State or Federal Grants or Loans, Foundation Grants or Loans, or Funds Provided to Redevelopment Commission by Other Political Subdivisions:** **\$0.00**
- O. Other Anticipated Expenditures:**
1. Rent for Master Leases/Buildings → **\$1,679,479**
- TOTAL OF (A)-(O): **\$45,172,274**

**\*The Redevelopment Commission recognizes that this Spending Plan has been prepared using information currently available to the Redevelopment Commission, and**

**that unexpected opportunities or needs may arise in 2026 making it appropriate for the Redevelopment Commission to make expenditures not anticipated by this Spending Plan.**

**Examples could include, among others:**

**(1) unanticipated opportunities for interest rate savings on debt, which may make it appropriate for the Redevelopment Commission to use revenues on hand to pay down the debt prior to its scheduled maturity, or to issue refunding bonds and spend the proceeds thereof to refinance the debt;**

**(2) unanticipated economic development opportunities making it appropriate for the Redevelopment Commission to make expenditures not anticipated by this Spending Plan in order to provide an incentive for attractive economic development and redevelopment opportunities;**

**(3) the expenditure of gifts from philanthropic individuals, organizations or business entities;**

**(4) the expenditure of funds from unanticipated State or federal grants; or**

**(5) the expenditures of funds to provide matching funds required for unanticipated State or federal grants.**

**In such an event or other similar events, or if amendments to the Spending Plan are otherwise needed, the Redevelopment Commission will comply with the instructions set forth in the Memorandum attached hereto, which provides as follows:**

**“If a redevelopment commission determines that a previously submitted TIF Spending Plan needs to be amended, the commission will proceed with uploading the amended spending plan.”**



# MEMORANDUM

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## Redevelopment Commission Annual Spending Plan Submissions

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As referenced in the Department of Local Government Finance’s (“Department”) previously released memo regarding 2023 legislation affecting local budget matters, Section 172 of House Enrolled Act 1454 (P.L.236-2023) (“HEA 1454”) specified additional reporting requirements for the redevelopment commissions.

### **I. Redevelopment Commission Annual Reporting**

Section 172 of HEA 1454 adds Ind. Code § 36-7-14-12.7 specifies that redevelopment commissions will be required to submit a spending plan for the upcoming year by December 1 to the Department. The required spending plan must be submitted in a manner prescribed by the Department.

The new redevelopment commission reporting under HEA 1454 will be *in addition to* the annual reporting required under Ind. Code § 36-7-14-13 and Ind. Code § 36-7-14.5-9, which must be submitted through the TIF Management Application no later than April 15 each year.

Spending plans adopted by redevelopment commissions should be uploaded to the Gateway File Transmission Application, as outlined in Section II of this memo.

### **II. Spending Plan Upload Instructions**

All redevelopment commissions should already have an existing Gateway account; however, any redevelopment commissions that currently do not have access to Gateway will need to establish a user account and log in at: <https://gateway.ifionline.org/login.aspx>.

After logging into Gateway, the commission will select the File Transmission application.

After selecting the File Transmission application, the user will need to select the applicable

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unit. Similar to how redevelopment commissions complete submissions through the TIF Management Application, commissions will need to select the unit of government that originally established the redevelopment commission.

Then select the “TIF Spending Plans” destination button.

The user will then select the “+ Upload Plan” button to upload the TIF Spending Plan.

After selecting the “+ Upload Plan” button, the user will select the appropriate Fiscal Year, enter the File Name, and upload the TIF Spending Plan. TIF Spending Plan submissions should use the following File Name format:

[YEAR] [RDC Name] TIF Spending Plan

If a redevelopment commission determines that a previously submitted TIF Spending Plan needs to be amended, the commission will proceed with uploading the amended spending plan. The original spending plan submission should not be removed or deleted. Amended TIF Spending Plan submissions should use the following File Name format:

[YEAR] [RDC Name] TIF Spending Plan (Amended [DATE])

### **Contact**

If you have any questions about uploading the TIF Spending Plan, please contact [support@dlgf.in.gov](mailto:support@dlgf.in.gov).

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### **Attachments:**

- [Redevelopment Commission Annual Spending Plan Submissions \[Information Systems\] - August 28, 2024](#)

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### **Indiana Department of Local Government Finance**

100 N. Senate, N-1058B  
Indianapolis, IN 46204  
(317) 232-3777 | (888) 739-9826  
[www.in.gov/dlgf](http://www.in.gov/dlgf)

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**RESOLUTION NO. R121525**

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

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

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

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

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

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

**Section 2.** The City Council hereby authorizes the City Controller to make any additional transfers as they see fit between the date of passage of this resolution and December 31, 2025 in order to ensure that all City appropriations are properly balanced by year end. Any transfers falling under this category will be brought before the City Council in the following year, 2026 for ratification. This total number shall not exceed \$2,500,000.

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

**ALL OF WHICH IS RESOLVED** by the Common Council for the City of Fishers, Hamilton County, Indiana this 15<sup>th</sup> day of December, 2025.

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

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

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

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



**MAYOR'S APPROVAL**

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

\_\_\_\_\_  
DATE

**MAYOR'S VETO**

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

\_\_\_\_\_  
DATE

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	12	8 12/16/2025	PD	R121525	BUA PD2drones	1	1			
1	10108013	42200		General Fund - Investigations	Operating Supplies		130,000.00	-9,013.35	120,986.65	
	1010.801.83.000.42200.				2 Drones Purchase		12/16/2025			
2	10108013	42200		General Fund - Investigations	Operating Supplies		130,000.00	-9,013.35	120,986.65	
	1010.801.83.000.42200.				2 Drones Purchase		12/16/2025			
3	10108013	44500		General Fund - Investigations	Machinery and Equipment		.00	9,013.35	9,013.35	
	1010.801.83.000.44500.				2 Drones Purchase		12/16/2025			
4	10108013	44500		General Fund - Investigations	Machinery and Equipment		.00	9,013.35	9,013.35	
	1010.801.83.000.44500.				2 Drones Purchase		12/16/2025			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	12		8									
BUA	10108013-42200	12/16/2025	PD2drones	PD	R121525			Operating Supplies 2 Drones Purchase	T	5		9,013.35
BUA	10108013-42200	12/16/2025	PD2drones	PD	R121525			Operating Supplies 2 Drones Purchase	T	5		9,013.35
BUA	10108013-44500	12/16/2025	PD2drones	PD	R121525			Machinery and Equipment 2 Drones Purchase	T	5	9,013.35	
BUA	10108013-44500	12/16/2025	PD2drones	PD	R121525			Machinery and Equipment 2 Drones Purchase	T	5	9,013.35	
JOURNAL 2025/12/8									TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	12	7	12/16/2025	HDCorr	R121525	BUA HDVaccines	1	1		
1	21205058	42200		Fire Dept - City Health Dept	Operating Supplies		355,220.62	-20,000.00	335,220.62	
	2120.501.58.000.42200.				R111725e/c 43100s/b41300	YE Vx 12/16/2025				
2	21205058	43100		Fire Dept - City Health Dept	Professional Services		102,827.69	20,000.00	122,827.69	
	2120.501.58.000.43100.				R111725e/c 43100s/b41300	YE Vx 12/16/2025				
3	21205058	41300		Fire Dept - City Health Dept	Employee Benefits		147,531.00	-20,000.00	127,531.00	
	2120.501.58.000.41300.				R111725e/c 43100s/b41300	YE Vx 12/16/2025				
4	21205058	42200		Fire Dept - City Health Dept	Operating Supplies		355,220.62	20,000.00	375,220.62	
	2120.501.58.000.42200.				R111725e/c 43100s/b41300	YE Vx 12/16/2025				
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valoisl

YEAR	PER	JNL				ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2025	12	7									
BUA	21205058-42200	12/16/2025	HDVaccines	HDCorr	R121525		Operating Supplies	T			20,000.00
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-43100	12/16/2025	HDVaccines	HDCorr	R121525		Professional Services	T		20,000.00	
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-41300	12/16/2025	HDVaccines	HDCorr	R121525		Employee Benefits	T			20,000.00
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-42200	12/16/2025	HDVaccines	HDCorr	R121525		Operating Supplies	T		20,000.00	
							R111725e/c 43100s/b41300	YE Vx			
JOURNAL 2025/12/7									TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2025	12	9 12/16/2025	BSG	R121525	BUA BSG SuppIn	1 1				
1	10101012	43100		General Fund - BSG	Professional Services		1,367,931.38	-2,000.00	1,365,931.38	
	1010.101.12.000.43100.				BSG Supplies Increase		12/16/2025			
2	10101012	42200		General Fund - BSG	Operating Supplies		4,700.00	2,000.00	6,700.00	
	1010.101.12.000.42200.				BSG Supplies Increase		12/16/2025			
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	12	9								
BUA	10101012-43100	12/16/2025	BSG SuppIn	BSG	R121525		Professional Services	5		2,000.00
							BSG Supplies Increase			
BUA	10101012-42200	12/16/2025	BSG SuppIn	BSG	R121525		Operating Supplies	5	2,000.00	
							BSG Supplies Increase			
							JOURNAL 2025/12/9	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	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 checked="" 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 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 #: R121525	
<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	

<p style="text-align: center;"><b>APPROVALS/REVIEWS</b></p>	<input checked="" type="checkbox"/> Assistant/Deputy Department Head <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Deputy Mayor <input type="checkbox"/> Mayor <input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	<input checked="" type="checkbox"/> Controller’s Office <input checked="" type="checkbox"/> Finance Committee <input type="checkbox"/> Technical Advisory Committee <input checked="" type="checkbox"/> Other: Corresponding Department Heads										
<p style="text-align: center;"><b>BACKGROUND</b> (Includes description, background, and justification)</p>	<p>A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”.</p> <p>Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office.</p> <p>All transfers require Department Head approval before submission to the Controller’s Office, whether or not they are between categories (ex. 200’s to 300’s) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds.</p> <p>Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.</p> <p>Additionally, due to the end of the year quickly advancing, the Controller's Office anticipates there being some additional needed transfers in order to balance all City appropriations by year end. In order to maintain efficiency and effectiveness, the City Controller's Office is requesting permission to make these transfers in December. Any and all such transfers will then be brought back before the City Council next year, 2026 for ratification. The proposed resolution contains this language for this request, including a statement that the total number shall not exceed \$2,500,000.</p>											
<p style="text-align: center;"><b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted \$:</td> <td>N/A</td> </tr> <tr> <td>Expenditure \$:</td> <td>N/A</td> </tr> <tr> <td>Source of Funds:</td> <td>See Exhibit A</td> </tr> <tr> <td>Additional Appropriation #:</td> <td>N/A</td> </tr> <tr> <td><b>Narrative:</b></td> <td>This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.</td> </tr> </table>		Budgeted \$:	N/A	Expenditure \$:	N/A	Source of Funds:	See Exhibit A	Additional Appropriation #:	N/A	<b>Narrative:</b>	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.
Budgeted \$:	N/A											
Expenditure \$:	N/A											
Source of Funds:	See Exhibit A											
Additional Appropriation #:	N/A											
<b>Narrative:</b>	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.											
<p style="text-align: center;"><b>OPTIONS</b> (Include <i>Deny Approval</i> Option)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">1.</td> <td>Approve this resolution and authorize the City Controller to make the transfers</td> </tr> <tr> <td>2.</td> <td>Deny this resolution and request</td> </tr> </table>		1.	Approve this resolution and authorize the City Controller to make the transfers	2.	Deny this resolution and request						
1.	Approve this resolution and authorize the City Controller to make the transfers											
2.	Deny this resolution and request											

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

**RESOLUTION NO. R121525**

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

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

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

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

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

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

**Section 2.** The City Council hereby authorizes the City Controller to make any additional transfers as they see fit between the date of passage of this resolution and December 31, 2025 in order to ensure that all City appropriations are properly balanced by year end. Any transfers falling under this category will be brought before the City Council in the following year, 2026 for ratification. This total number shall not exceed \$2,500,000.

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

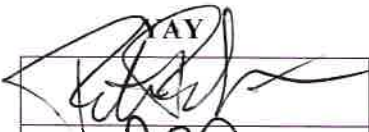








**ALL OF WHICH IS RESOLVED** by the Common Council for the City of Fishers, Hamilton County, Indiana this 15<sup>th</sup> day of December, 2025.

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

**R121525**

**NAY**

**ABSTAIN**


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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor  
Scott Fadness on the 15<sup>th</sup> day of DECEMBER 2025, at **7:40** p.m.

ATTEST:   
Jennifer L Kehl, City Clerk



**MAYOR'S APPROVAL**

  
Scott A. Fadness, Mayor

DECEMBER 15, 2025  
DATE

**MAYOR'S VETO**

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

\_\_\_\_\_  
DATE

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	12	8 12/16/2025	PD	R121525	BUA PD2drones	1	1			
1	10108013	42200		General Fund - Investigations	Operating Supplies		130,000.00	-9,013.35	120,986.65	
	1010.801.83.000.42200.				2 Drones Purchase		12/16/2025			
2	10108013	42200		General Fund - Investigations	Operating Supplies		130,000.00	-9,013.35	120,986.65	
	1010.801.83.000.42200.				2 Drones Purchase		12/16/2025			
3	10108013	44500		General Fund - Investigations	Machinery and Equipment		.00	9,013.35	9,013.35	
	1010.801.83.000.44500.				2 Drones Purchase		12/16/2025			
4	10108013	44500		General Fund - Investigations	Machinery and Equipment		.00	9,013.35	9,013.35	
	1010.801.83.000.44500.				2 Drones Purchase		12/16/2025			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T	OB	DEBIT	CREDIT
2025	12	8													
BUA	10108013-42200				12/16/2025	PD2drones	PD	R121525		Operating Supplies	2 Drones Purchase	T	5		9,013.35
BUA	10108013-42200				12/16/2025	PD2drones	PD	R121525		Operating Supplies	2 Drones Purchase	T	5		9,013.35
BUA	10108013-44500				12/16/2025	PD2drones	PD	R121525		Machinery and Equipment	2 Drones Purchase	T	5	9,013.35	
BUA	10108013-44500				12/16/2025	PD2drones	PD	R121525		Machinery and Equipment	2 Drones Purchase	T	5	9,013.35	
											JOURNAL 2025/12/8	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	12	7 12/16/2025	HDCorr	R121525	BUA HDVaccines	1	1			
1	21205058	42200		Fire Dept - City Health Dept	Operating Supplies		355,220.62	-20,000.00	335,220.62	
	2120.501.58.000.42200.				R111725e/c 43100s/b41300	YE Vx	12/16/2025			
2	21205058	43100		Fire Dept - City Health Dept	Professional Services		102,827.69	20,000.00	122,827.69	
	2120.501.58.000.43100.				R111725e/c 43100s/b41300	YE Vx	12/16/2025			
3	21205058	41300		Fire Dept - City Health Dept	Employee Benefits		147,531.00	-20,000.00	127,531.00	
	2120.501.58.000.41300.				R111725e/c 43100s/b41300	YE Vx	12/16/2025			
4	21205058	42200		Fire Dept - City Health Dept	Operating Supplies		355,220.62	20,000.00	375,220.62	
	2120.501.58.000.42200.				R111725e/c 43100s/b41300	YE Vx	12/16/2025			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valoisl

YEAR	PER	JNL				ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2025	12	7									
BUA	21205058-42200	12/16/2025	HDVaccines	HDCorr	R121525		Operating Supplies	T			20,000.00
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-43100	12/16/2025	HDVaccines	HDCorr	R121525		Professional Services	T		20,000.00	
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-41300	12/16/2025	HDVaccines	HDCorr	R121525		Employee Benefits	T			20,000.00
							R111725e/c 43100s/b41300	YE Vx			
BUA	21205058-42200	12/16/2025	HDVaccines	HDCorr	R121525		Operating Supplies	T		20,000.00	
							R111725e/c 43100s/b41300	YE Vx			
JOURNAL 2025/12/7									TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2025	12	9 12/16/2025	BSG	R121525	BUA BSG SuppIn	1 1				
1	10101012	43100		General Fund - BSG	Professional Services		1,367,931.38	-2,000.00	1,365,931.38	
	1010.101.12.000.43100.				BSG Supplies Increase		12/16/2025			
2	10101012	42200		General Fund - BSG	Operating Supplies		4,700.00	2,000.00	6,700.00	
	1010.101.12.000.42200.				BSG Supplies Increase		12/16/2025			
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: valois1

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	12	9								
BUA	10101012-43100	12/16/2025	BSG SuppIn	BSG	R121525		Professional Services	5		2,000.00
							BSG Supplies Increase			
BUA	10101012-42200	12/16/2025	BSG SuppIn	BSG	R121525		Operating Supplies	5	2,000.00	
							BSG Supplies Increase			
							JOURNAL 2025/12/9	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	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 checked="" 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 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 #: R121525	
<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	

<p style="text-align: center;"><b>APPROVALS/REVIEWS</b></p>	<input checked="" type="checkbox"/> Assistant/Deputy Department Head <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Deputy Mayor <input type="checkbox"/> Mayor <input type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i>	<input checked="" type="checkbox"/> Controller’s Office <input checked="" type="checkbox"/> Finance Committee <input type="checkbox"/> Technical Advisory Committee <input checked="" type="checkbox"/> Other: Corresponding Department Heads										
<p style="text-align: center;"><b>BACKGROUND</b> (Includes description, background, and justification)</p>	<p>A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”.</p> <p>Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office.</p> <p>All transfers require Department Head approval before submission to the Controller’s Office, whether or not they are between categories (ex. 200’s to 300’s) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds.</p> <p>Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.</p> <p>Additionally, due to the end of the year quickly advancing, the Controller's Office anticipates there being some additional needed transfers in order to balance all City appropriations by year end. In order to maintain efficiency and effectiveness, the City Controller's Office is requesting permission to make these transfers in December. Any and all such transfers will then be brought back before the City Council next year, 2026 for ratification. The proposed resolution contains this language for this request, including a statement that the total number shall not exceed \$2,500,000.</p>											
<p style="text-align: center;"><b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted \$:</td> <td>N/A</td> </tr> <tr> <td>Expenditure \$:</td> <td>N/A</td> </tr> <tr> <td>Source of Funds:</td> <td>See Exhibit A</td> </tr> <tr> <td>Additional Appropriation #:</td> <td>N/A</td> </tr> <tr> <td><b>Narrative:</b></td> <td>This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.</td> </tr> </table>		Budgeted \$:	N/A	Expenditure \$:	N/A	Source of Funds:	See Exhibit A	Additional Appropriation #:	N/A	<b>Narrative:</b>	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.
Budgeted \$:	N/A											
Expenditure \$:	N/A											
Source of Funds:	See Exhibit A											
Additional Appropriation #:	N/A											
<b>Narrative:</b>	This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.											
<p style="text-align: center;"><b>OPTIONS</b> (Include <i>Deny Approval</i> Option)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">1.</td> <td>Approve this resolution and authorize the City Controller to make the transfers</td> </tr> <tr> <td>2.</td> <td>Deny this resolution and request</td> </tr> </table>		1.	Approve this resolution and authorize the City Controller to make the transfers	2.	Deny this resolution and request						
1.	Approve this resolution and authorize the City Controller to make the transfers											
2.	Deny this resolution and request											

	3.	Approve selected transfer requests
	4.	Provide alternate direction
<b>PROJECT TIMELINE</b>	All approved transfers will be transferred respectively immediately following approval.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Exhibit A</li> </ol>	

**RESOLUTION NO. R121525A**

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING  
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL  
HEALTH FIRST INDIANA FUNDS TO THE CITY OF FISHERS 2025 and 2026  
MUNICIPAL BUDGET**

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

WHEREAS, it has been determined that it is now necessary to appropriate more money than what was appropriated in the 2025 and 2026 annual budget as a certain appropriation is needed in order to continue this fund’s intended purpose and operation;

WHEREAS, the Common Council for the City of Fishers (“City Council”) is desirous to authorize the City Controller to make such appropriation; and

WHEREAS, a duly noticed public hearing has been held in accordance with Indiana law.

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

**Section 1.** The following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: Health First Indiana

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY	
Major Budget Classification:			
<u>Personal Services - 2025</u>	<u>\$74,205</u>	<u>\$74,205</u>	\$
<u>Supplies-2025</u>	<u>\$ 7,470</u>	<u>7,740</u>	
<u>Other Services &amp; Charges -2025</u>	<u>\$ 9,000</u>	<u>\$74,205</u>	
<u>Capital Outlays - 2025</u>	<u>\$2,250</u>	<u>\$2,250</u>	
<u>Personal Services - 2026</u>	<u>\$317,890</u>	<u>\$317,890</u>	
<u>Supplies-2026</u>	<u>\$44,960</u>	<u>\$44,960</u>	
<u>Other Services &amp; Charges -2026</u>	<u>\$275,800</u>	<u>\$275,800</u>	
<u>Capital Outlays - 2026</u>	<u>\$</u>	<u>\$</u>	
TOTAL Health First Indiana Fund 2025	<u>\$ 92,925</u>	<u>\$ 92,925</u>	
TOTAL Health First Indiana Fund 2026	<u>\$ 638,650</u>	<u>\$ 638,650</u>	

**Section 2.** The City Council hereby authorizes the City Controller to complete the additional appropriation as further described herein.

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

ALL OF WHICH IS RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, this 15<sup>th</sup> day of December 2025.

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

**R121525A**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the   15th   day of  December , 2025 at                      p.m.

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

**MAYOR'S APPROVAL**

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

  December 15, 2025    
DATE



**MAYOR'S VETO**

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

\_\_\_\_\_  
DATE

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

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

---

**From:** Times Legals <legals@thetimes24-7.com>  
**Sent:** Tuesday, December 2, 2025 9:33 AM  
**To:** Lisa Bradford <bradfordl@fishersin.gov>  
**Subject:** RE: City of Fishers Legal Advertising

**EXTERNAL SENDER:** Please exercise increased caution. Do not open attachments or click links from unknown senders or unexpected email messages.

---

I will get this in Friday the 5<sup>th</sup>.

---

**From:** Lisa Bradford  
**Sent:** Tuesday, December 2, 2025 9:23 AM  
**To:** Times Legals <legals@thetimes24-7.com>  
**Subject:** City of Fishers Legal Advertising

Attached please find a legal notice for the City of Fishers to run once in the Times of Noblesville at the earliest possible date. If you need any additional information please let me know. The invoice for payment can also be sent directly to this email.

Thank you for your assistance.

Lisa Bradford

**Lisa Bradford, CPA**

City Controller



# Matt Painter Bringing in Another 7-Footer to Purdue



**SPORTS,  
SPORTS, &  
MORE SPORTS**  
with Ken Thompson

Let's catch up on some news from the past few weeks while pushing the delete button on the DVR to remove the Old Oak- en Bucket game from memory. ...

Yes, Big Ten, Matt Painter has another 7-footer coming to your basketball court in 2026-27.

Sinan Huan, a 7-foot, 225-pound center from Beijing, is attending Georgetown Prep in Washington, D.C. Huan is ranked as high as 36th nationally by On3/Rivals. He averaged 11.3 points, 4.6 rebounds and five blocked shots per game over a seven-game stretch for China in the FIBA U19 World Cup this past summer.

Huan, Jacob Webber (33rd by On3/Rivals) and Luke Ertel (42nd by 247Sports) gives Purdue its first recruiting class of three top 50 players since the 2007 group of Robbie Hummel, JaJuan Johnson, Scott Martin and E'Twaun Moore in 2007.

"Sinan gives us exactly what we were looking for in the center position," Painter said. "He is a player that can change the game on the defensive end, not just blocking shots but by being a deterrent in the lane. He has an absolutely huge upside in terms of playing inside and outside. What really drew us to him is giving us another big presence to go with Daniel (Jacobsen) and Raleigh (Burgess). We knew we needed help on the frontline after losing Oscar (Cluff), Trey (Kaufman-Renn) and Liam (Murphy), and we are really excited about his upside on both ends of the floor."

Ertel, a 6-2 guard from Mount Vernon, is 247Sports' top-ranked player in Indiana. Webber and fellow Purdue signee Rivers Knight play at La Lumiere.

"We have a lot of similarities in this group, mostly in everyone's ability to shoot. I think that is the one thing that really jumps out," Painter said. "We need that from this group in that the defense has to worry about everyone and our spacing. That gives you great balance and you can do a lot of things with that. All three guys are going to be outstanding players and are very skilled

and talented."

Ertel, one of the favorites to win the 2026 Indiana Mr. Basketball award, averaged 22.7 points, 4 assists and 6.4 rebounds as a junior. He was a 45 percent shooter from 3-point range and made 91 percent of his free throws.

"I don't know if I have ever seen a player that we have taken with more fortitude than Luke has," said Painter, who has a strong-willed point guard named Braden Smith. "He's very determined, tough, hard-nosed, picks you up full-court and birddogs the basketball. He has really improved his arsenal in terms of shooting the basketball, not just as catch-and-shoot, but getting to his pull-up, getting into bodies and being able to make runners. He has put a lot of time into his game and he is very skilled and just scratching the surface. We are very excited to get Luke."

Painter has made it a point to recruit good shooters since the last place finish in 2013. The 6-6 Webber appears to meet that requirement, having made 42 percent of his 3-point attempts and shooting 90 percent at the line as a junior at Benson High School in Kearney, Neb. Webber averaged 21.7 points last season.

"Jacob gives us great positional size as a guard and is the best move-and-shoot player in the country," Painter said. "He has an uncanny ability to be able to sprint in and get his feet organized and shoot to 28 feet and do that very consistently."

Knight, a 6-8 forward, is ranked eighth in Indiana by 247Sports. He transferred to La Lumiere

from Durham, N.C. for his senior season. Knight averaged 17.4 points, 10.2 rebounds and 4 blocks per game for Jordan High School. He was a 39-percent 3-point shooter and 54 percent overall.

"We are very fortunate to get Rivers," Painter said. "He didn't play this past summer (injury) and wasn't on a lot of radars. Rivers has great size and a quick release - he is a prolific shooter and can really stretch the defense at that four position. He has range to 25 feet and can consistently knock them down. He has more to him as a player that he will show this season at La Lumiere."

This and that Tuesday night's 81-65 victory at Rutgers broke a losing trend for the top-ranked Purdue men's basketball team in December Big Ten road openers.

Since the conference began scheduling two games in December 2017, the Boilermakers have struggled:

2024: Losing 81-70 at Penn State

2023: Losing 92-88 in overtime at Northwestern

2022: Winning 65-62 in overtime at Nebraska

2021: Losing 70-68 at Rutgers shortly after earning the school's first No. 1 ranking

2020: Losing 70-55 at Iowa

2019: Losing 70-56 at Nebraska

2018: Losing 76-57 at No. 7 Michigan

2017: Winning 80-75 at Maryland

Trey Kaufman-Renn is making a strong opening statement to earn All-America honors alongside Braden Smith. With his fourth double-double of the season - 19 points and 13 rebounds at Rutgers - Kaufman-Renn is averaging 15.5 points and 11 rebounds a game. ...

Since earning the No. 1 Associated Press ranking for the first time during the 2021-22 season, Purdue has been atop the poll 17 weeks. In that same

span, Auburn and Houston are next at 11 weeks. ...

No team in the country has been better in November than the Boilermakers, whose 109-62 victory against Eastern Illinois improved Purdue to 35-1 since the start of the 2021-22 season.

That includes five consecutive regular season tournament championships, the latest of which was an 86-56 whipping of No. 15 Texas Tech in the Baha Mar Championship. Nine of the 12 wins from the 2021 Hall of Fame Tipoff Classic, the 2022 Phil Knight Legacy, the 2023 Maui Invitational, the 2024 Rady Children's Invitational and this year's tournament in the Bahamas have come against ranked opponents.

Braden Smith is closing in on the Big Ten career assists record held by Michigan State's Cassius Winston (890). After handing out eight assists at Rutgers, Smith's total stands at 829. ...

Painter won his 500th career game when the Boilermakers topped Akron 97-79. The 55-year-old Painter is in his 22nd season overall, having won 25 games in his only season at Southern Illinois.

The active coaches who reached 500 victories in fewer games than Painter, who did

it in his 720th game? You may have heard of them: Mark Few of Gonzaga, John Calapari of Arkansas, Bill Self of Kansas, Rick Pitino of St. John's and Tom Izzo of Michigan State. ...

Painter improved to 12-5 in showdowns between Associated Press Top 10 teams with the 87-80 victory at Alabama. The win was Purdue's first non-conference triumph away from Mackey Arena since an 89-83 victory at No. 7 Louisville on Dec. 4, 1982.

Hall of Fame adds two Boilers Brandon Brantley and the late Jaraan Cornell are part of the 2026 Indiana Basketball Hall of Fame class.

Brantley was a 1991 Indiana All-Star from Andean. He was a starter on three consecutive Big Ten championship teams at Purdue before playing 10 years of pro ball overseas.

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## PUBLIC NOTICES

**NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION**  
The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code 36-1-1-18.5, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its December 15, 2025 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year and for the upcoming budget year of 2026.

	Addition	Reduction
Health First Indiana Fund - Salaries & Benefits 2025	\$74,205	\$0
Health First Indiana Fund - Supplies 2025	\$5,470	\$0
Health First Indiana Fund - Professional Services 2025	\$9,000	\$0
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Health First Indiana Fund - Salaries & Benefits 2026	\$317,890	\$0
Health First Indiana Fund - Supplies 2026	\$44,960	\$0
Health First Indiana Fund - Professional Services 2026	\$275,800	\$0
Total	\$925,575	\$0
Total	\$638,650	\$0

The Council meeting will take place at 7:00 pm at the Fishers City Hall Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated this 1st day of December, 2025  
CITY OF FISHERS  
Lisa Bradford  
City Controller  
Hamilton County, Indiana  
TL22975 12/5 It happens

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CERTIFIED COPY OF ADDITIONAL APPROPRIATION

State Form 55819 (R2 / 12-15)

PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

NOTE: If reporting an additional appropriation of bond proceeds, complete only Sections I and III; and A, B, and C of Section II.

Section I

UNIT NAME: City of Fishers Unit Number:
COUNTY NAME: Hamilton County Number:
Date of Publication (month, day, year): 12/5/2025 Newspaper Name: The Noblesville Times
Date of Publication (month, day, year): Newspaper Name: Date Received (month, day, year):
Date of Public Hearing (month, day, year): 12/15/2025
Date of Resolution/Ordinance (month, day, year): 12/15/2025 Order Number:

Section II

Complete for each fund from which the additional appropriations are made. Use a separate column for each fund. Lines referred to below are on the Fund Report issued by the Department.

Table with 5 columns: Fund Number, Fund Name, HFI - 2025, HFI - 2026, and two empty columns. Rows include: A. DLGF Fund Number, B. Fund Name, C. Appropriation Amount Requested, D. Amount by Reduction, E. Net Amount of Increase, 1. Property Tax Levy, 2. Levy Excess, 3. PTRC from CAGIT, 4. LOIT Levy Freeze Amount, 5. Misc. Revenue, 6. January 1 Cash Balance, 7. Subtotal of Funds, 8. Less Circuit Breaker, 9. Total Funds, 10. DLGF Approved Budget, 11. Encumbered Appropriations, 12. Temporary Loans, 13. Beginning Obligations, 14. Surplus Funds, 15. Previous additional appropriation, 16. Amount transferred to the Rainy Day Fund, 17. Surplus Funds Remaining.

Note #1: Do not use this line for additional appropriations for the rainy day fund. Transfers to the rainy day fund are miscellaneous revenues in the rainy day fund.

Section III

I, Lisa Bradford fiscal officer of City of Fishers, do hereby certify that the above information is true and correct.

Dated this 15th day of December, 20 25.

Signature: 1 Municipal Drive, Fishers, Indiana 46038, City, State and ZIP
Controller Title: 317-595-3111, Telephone Number, Email Address: bradfordl@fishers.in.us



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health First Indiana Funds to the City of Fishers 2025 and 2026 Municipal Budget			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<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 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 #: R121525A	
<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 checked="" type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input checked="" 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:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>An additional appropriation is a request from staff to move allocated funding that exists in an account or fund that has not been approved for spending, to be allocated for spending. In other words, if an account or fund has a certain amount of money in it and the fiscal body has only authorized a certain percentage or amount that can be spent; then the fiscal body must authorize funds out of the cash balance (the portion of funding that exists between the authorized amount and the total amount in the fund) before such can be used.</p> <p>Health First Indiana was an initiative created by Senate Entrolled Act 4, passed in 2023, to transform public health. The legislation provides funding to help health departments determine the needs of their community. Health First Indiana required the City of Fishers Health Department to opt in to receiving the funding. The Fishers Health Department received its first distribution in 2024. The Health Department did not use all of the 2024 distribution and desires to use those funds in the last part of 2025. In addition, the Health Department will not fully utilize its 2025 distribution and wishes to use these funds in 2026. The unused amount of the distribution was not known at the time of annual budget adoption and therefore could not be included as part of that process and needs to be done as an additional appropriation.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Health First Indiana
	Source of Funds:	Rollover of 2024 and 2025 Funds Received
	Additional Appropriation #:	2010
	<b>Narrative:</b>	This item is an action of requesting that \$92,925 be added to the 2025 budget and \$638,650 be added to the 2026 budget
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	This item is effective upon adoption and has to be reported to the Indiana Department of Local Government Finance (DLGF) which will be done immediately.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request	
<b>SUPPLEMENTAL INFORMATION</b>	1. Resolution 2. Exhibit A - Advertising	

(List all attached documents)

3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry

**RESOLUTION NO. R121525A**

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING  
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL  
HEALTH FIRST INDIANA FUNDS TO THE CITY OF FISHERS 2025 and 2026  
MUNICIPAL BUDGET**

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

WHEREAS, it has been determined that it is now necessary to appropriate more money than what was appropriated in the 2025 and 2026 annual budget as a certain appropriation is needed in order to continue this fund’s intended purpose and operation;

WHEREAS, the Common Council for the City of Fishers (“City Council”) is desirous to authorize the City Controller to make such appropriation; and

WHEREAS, a duly noticed public hearing has been held in accordance with Indiana law.

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

**Section 1.** The following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: Health First Indiana

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY	
Major Budget Classification:			
<u>Personal Services - 2025</u>	<u>\$74,205</u>	<u>\$74,205</u>	\$
<u>Supplies-2025</u>	<u>\$ 7,470</u>	<u>7,740</u>	
<u>Other Services &amp; Charges -2025</u>	<u>\$ 9,000</u>	<u>\$74,205</u>	
<u>Capital Outlays - 2025</u>	<u>\$2,250</u>	<u>\$2,250</u>	
<u>Personal Services - 2026</u>	<u>\$317,890</u>	<u>\$317,890</u>	
<u>Supplies-2026</u>	<u>\$44,960</u>	<u>\$44,960</u>	
<u>Other Services &amp; Charges -2026</u>	<u>\$275,800</u>	<u>\$275,800</u>	
<u>Capital Outlays - 2026</u>	<u>\$</u>	<u>\$</u>	
 TOTAL Health First Indiana Fund 2025	 <u>\$ 92,925</u>	 <u>\$ 92,925</u>	
TOTAL Health First Indiana Fund 2026	<u>\$ 638,650</u>	<u>\$ 638,650</u>	

**Section 2.** The City Council hereby authorizes the City Controller to complete the additional appropriation as further described herein.

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

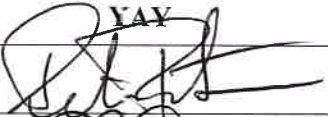



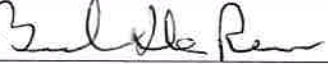




ALL OF WHICH IS RESOLVED by the City Council of the City of Fishers, Hamilton County, Indiana, this 15<sup>th</sup> day of December 2025.

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

**R121525A**

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15<sup>th</sup> day of DECEMBER 2025, at 7:40 p.m.

ATTEST:   
Jennifer L Kehl, City Clerk



**MAYOR'S APPROVAL**

  
Scott A. Fadness, Mayor

DECEMBER 15, 2025  
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

---

**From:** Times Legals <legals@thetimes24-7.com>  
**Sent:** Tuesday, December 2, 2025 9:33 AM  
**To:** Lisa Bradford <bradfordl@fishersin.gov>  
**Subject:** RE: City of Fishers Legal Advertising

**EXTERNAL SENDER:** Please exercise increased caution. Do not open attachments or click links from unknown senders or unexpected email messages.

---

I will get this in Friday the 5<sup>th</sup>.

---

**From:** Lisa Bradford  
**Sent:** Tuesday, December 2, 2025 9:23 AM  
**To:** Times Legals <legals@thetimes24-7.com>  
**Subject:** City of Fishers Legal Advertising

Attached please find a legal notice for the City of Fishers to run once in the Times of Noblesville at the earliest possible date. If you need any additional information please let me know. The invoice for payment can also be sent directly to this email.

Thank you for your assistance.

Lisa Bradford

**Lisa Bradford, CPA**

City Controller



# Matt Painter Bringing in Another 7-Footer to Purdue



**SPORTS,  
SPORTS, &  
MORE SPORTS**  
with Ken Thompson

Let's catch up on some news from the past few weeks while pushing the delete button on the DVR to remove the Old Oak- en Bucket game from memory. ...

Yes, Big Ten, Matt Painter has another 7-footer coming to your basketball court in 2026-27.

Sinan Huan, a 7-foot, 225-pound center from Beijing, is attending Georgetown Prep in Washington, D.C. Huan is ranked as high as 36th nationally by On3/Rivals. He averaged 11.3 points, 4.6 rebounds and five blocked shots per game over a seven-game stretch for China in the FIBA U19 World Cup this past summer.

Huan, Jacob Webber (33rd by On3/Rivals) and Luke Ertel (42nd by 247Sports) gives Purdue its first recruiting class of three top 50 players since the 2007 group of Robbie Hummel, JaJuan Johnson, Scott Martin and E'Twaun Moore in 2007.

"Sinan gives us exactly what we were looking for in the center position," Painter said. "He is a player that can change the game on the defensive end, not just blocking shots but by being a deterrent in the lane. He has an absolutely huge upside in terms of playing inside and outside. What really drew us to him is giving us another big presence to go with Daniel (Jacobsen) and Raleigh (Burgess). We knew we needed help on the frontline after losing Oscar (Cluff), Trey (Kaufman-Renn) and Liam (Murphy), and we are really excited about his upside on both ends of the floor."

Ertel, a 6-2 guard from Mount Vernon, is 247Sports' top-ranked player in Indiana. Webber and fellow Purdue signee Rivers Knight play at La Lumiere.

"We have a lot of similarities in this group, mostly in everyone's ability to shoot. I think that is the one thing that really jumps out," Painter said. "We need that from this group in that the defense has to worry about everyone and our spacing. That gives you great balance and you can do a lot of things with that. All three guys are going to be outstanding players and are very skilled

and talented." Ertel, one of the favorites to win the 2026 Indiana Mr. Basketball award, averaged 22.7 points, 4 assists and 6.4 rebounds as a junior. He was a 45 percent shooter from 3-point range and made 91 percent of his free throws.

"I don't know if I have ever seen a player that we have taken with more fortitude than Luke has," said Painter, who has a strong-willed point guard named Braden Smith. "He's very determined, tough, hard-nosed, picks you up full-court and birddogs the basketball. He has really improved his arsenal in terms of shooting the basketball, not just as catch-and-shoot, but getting to his pull-up, getting into bodies and being able to make runners. He has put a lot of time into his game and he is very skilled and just scratching the surface. We are very excited to get Luke."

Painter has made it a point to recruit good shooters since the last place finish in 2013. The 6-6 Webber appears to meet that requirement, having made 42 percent of his 3-point attempts and shooting 90 percent at the line as a junior at Benson High School in Kearney, Neb. Webber averaged 21.7 points last season.

"Jacob gives us great positional size as a guard and is the best move-and-shoot player in the country," Painter said. "He has an uncanny ability to be able to sprint in and get his feet organized and shoot to 28 feet and do that very consistently."

Knight, a 6-8 forward, is ranked eighth in Indiana by 247Sports. He transferred to La Lumiere

from Durham, N.C. for his senior season. Knight averaged 17.4 points, 10.2 rebounds and 4 blocks per game for Jordan High School. He was a 39-percent 3-point shooter and 54 percent overall.

"We are very fortunate to get Rivers," Painter said. "He didn't play this past summer (injury) and wasn't on a lot of radars. Rivers has great size and a quick release - he is a prolific shooter and can really stretch the defense at that four position. He has range to 25 feet and can consistently knock them down. He has more to him as a player that he will show this season at La Lumiere."

This and that Tuesday night's 81-65 victory at Rutgers broke a losing trend for the top-ranked Purdue men's basketball team in December Big Ten road openers.

Since the conference began scheduling two games in December 2017, the Boilermakers have struggled:

2024: Losing 81-70 at Penn State

2023: Losing 92-88 in overtime at Northwestern

2022: Winning 65-62 in overtime at Nebraska

2021: Losing 70-68 at Rutgers shortly after earning the school's first No. 1 ranking

2020: Losing 70-55 at Iowa

2019: Losing 70-56 at Nebraska

2018: Losing 76-57 at No. 7 Michigan

2017: Winning 80-75 at Maryland

Trey Kaufman-Renn is making a strong opening statement to earn All-America honors alongside Braden Smith. With his fourth double-double of the season - 19 points and 13 rebounds at Rutgers - Kaufman-Renn is averaging 15.5 points and 11 rebounds a game. ...

Since earning the No. 1 Associated Press ranking for the first time during the 2021-22 season, Purdue has been atop the poll 17 weeks. In that same

span, Auburn and Houston are next at 11 weeks. ...

No team in the country has been better in November than the Boilermakers, whose 109-62 victory against Eastern Illinois improved Purdue to 35-1 since the start of the 2021-22 season.

That includes five consecutive regular season tournament championships, the latest of which was an 86-56 whipping of No. 15 Texas Tech in the Baha Mar Championship. Nine of the 12 wins from the 2021 Hall of Fame Tipoff Classic, the 2022 Phil Knight Legacy, the 2023 Maui Invitational, the 2024 Rady Children's Invitational and this year's tournament in the Bahamas have come against ranked opponents.

Braden Smith is closing in on the Big Ten career assists record held by Michigan State's Cassius Winston (890). After handing out eight assists at Rutgers, Smith's total stands at 829. ...

Painter won his 500th career game when the Boilermakers topped Akron 97-79. The 55-year-old Painter is in his 22nd season overall, having won 25 games in his only season at Southern Illinois.

The active coaches who reached 500 victories in fewer games than Painter, who did

it in his 720th game? You may have heard of them: Mark Few of Gonzaga, John Calapari of Arkansas, Bill Self of Kansas, Rick Pitino of St. John's and Tom Izzo of Michigan State. ...

Painter improved to 12-5 in showdowns between Associated Press Top 10 teams with the 87-80 victory at Alabama. The win was Purdue's first non-conference triumph away from Mackey Arena since an 89-83 victory at No. 7 Louisville on Dec. 4, 1982.

Hall of Fame adds two Boilers Brandon Brantley and the late Jaraan Cornell are part of the 2026 Indiana Basketball Hall of Fame class.

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Dated this 1st day of December, 2025  
CITY OF FISHERS  
Lisa Bradford  
City Controller  
Hamilton County, Indiana  
TL22975 12/5 It hyperlink

Visit us online:  
**thetimes24-7.com**



**CERTIFIED COPY OF ADDITIONAL APPROPRIATION**  
 State Form 55819 (R2 / 12-15)  
 PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

NOTE: If reporting an additional appropriation of bond proceeds, complete only Sections I and III; and A, B, and C of Section II.

**Section I**

UNIT NAME: City of Fishers Unit Number: \_\_\_\_\_  
 COUNTY NAME: Hamilton County Number: \_\_\_\_\_  
 Date of Publication (month, day, year): 12/5/2025 Newspaper Name: The Noblesville Times  
 Date of Publication (month, day, year): \_\_\_\_\_ Newspaper Name: \_\_\_\_\_ Date Received (month, day, year): \_\_\_\_\_  
 Date of Public Hearing (month, day, year): 12/15/2025  
 Date of Resolution/Ordinance (month, day, year): 12/15/2025 Order Number: \_\_\_\_\_

**Section II**

*Complete for each fund from which the additional appropriations are made. Use a separate column for each fund.  
 Lines referred to below are on the Fund Report issued by the Department.*

A. DLGF Fund Number				
B. Fund Name	HFI - 2025	HFI - 2026		
C. Appropriation Amount Requested	\$92,925.00	\$638,650.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00			
E. Net Amount of Increase (C minus D)	\$92,925.00	\$638,650.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$0.00	\$0.00		
2. Levy Excess (Line 15)	\$0.00	\$0.00		
3. PTRC from CAGIT (Line 13A)	\$0.00	\$0.00		
4. LOIT Levy Freeze Amount (Line 13B)	\$0.00	\$0.00		
5. Misc. Revenue (Line 8B) (If higher than 8B amount, a revised Budget Form 2 must be attached.)	\$1,943,498.00	\$517,550.00		
6. January 1 Cash Balance (Include investments.)	\$93,088.00	\$638,813.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$2,036,586.00	\$1,156,363.00	\$0.00	\$0.00
8. Less Circuit Breaker	\$0.00			
9. Total Funds (7 minus 8.)	\$2,036,586.00	\$1,156,363.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1)	\$1,943,498.00	\$517,550.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00			
12. Temporary Loans Outstanding as of January 1	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$1,943,498.00	\$517,550.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$93,088.00	\$638,813.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.				
16. Amount transferred to the Rainy Day Fund (Note #1)	\$0.00			
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$93,088.00	\$638,813.00	\$0.00	\$0.00

Note #1: Do not use this line for additional appropriations for the rainy day fund. Transfers to the rainy day fund are miscellaneous revenues in the rainy day fund.

**Section III**

I, Lisa Bradford fiscal officer of City of Fishers, do hereby certify that the above information is true and correct.

Dated this 15th day of December, 2025.

Lisa Bradford  
 Signature

\_\_\_\_\_  
 Controller  
 Title

1 Municipa Drive  
 Unit Mailing Address (number and street)  
Fishers, Indiana 46038  
 City, State and ZIP

317-595-3111  
 Telephone Number  
bradfordl@fishers.in.us  
 Email Address

**R121525A**



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health First Indiana Funds to the City of Fishers 2025 and 2026 Municipal Budget			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<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 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 #: R121525A	
<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 checked="" type="checkbox"/> Controller's Office
	<input type="checkbox"/> Department Head	<input checked="" 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:</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>An additional appropriation is a request from staff to move allocated funding that exists in an account or fund that has not been approved for spending, to be allocated for spending. In other words, if an account or fund has a certain amount of money in it and the fiscal body has only authorized a certain percentage or amount that can be spent; then the fiscal body must authorize funds out of the cash balance (the portion of funding that exists between the authorized amount and the total amount in the fund) before such can be used.</p> <p>Health First Indiana was an initiative created by Senate Entrolled Act 4, passed in 2023, to transform public health. The legislation provides funding to help health departments determine the needs of their community. Health First Indiana required the City of Fishers Health Department to opt in to receiving the funding. The Fishers Health Department received its first distribution in 2024. The Health Department did not use all of the 2024 distribution and desires to use those funds in the last part of 2025. In addition, the Health Department will not fully utilize its 2025 distribution and wishes to use these funds in 2026. The unused amount of the distribution was not known at the time of annual budget adoption and therefore could not be included as part of that process and needs to be done as an additional appropriation.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Health First Indiana
	Source of Funds:	Rollover of 2024 and 2025 Funds Received
	Additional Appropriation #:	2010
	<b>Narrative:</b>	This item is an action of requesting that \$92,925 be added to the 2025 budget and \$638,650 be added to the 2026 budget
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	This item is effective upon adoption and has to be reported to the Indiana Department of Local Government Finance (DLGF) which will be done immediately.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends adoption of this resolution and authorization for the City Controller to fully oversee and execute this request	
<b>SUPPLEMENTAL INFORMATION</b>	1. Resolution 2. Exhibit A - Advertising	

(List all attached documents)

3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry

**ORDINANCE 121525**

**AN ORDINANCE OF THE COMMON COUNCIL FOR THE CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA APPROVING SHORT TERM LOAN FINANCING  
FOR CERTAIN EQUIPMENT FOR THE WASTEWATER DEPARTMENT**

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana (“Council”) may, by ordinance, make loans of money for not more than five (5) years and issue notes for the purpose of refunding those loans, in order to procure money to be used in the exercise of the powers of the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, in accordance with the 2026 municipal budget, the City, by and through the Fishers Wastewater Department (“Wastewater”), desires to purchase certain equipment, including one (1) SECA ECO-900 Combination Sewer Cleaner and related equipment (collectively, the “City Equipment”), all for the benefit of the City in accordance with any and all procurement procedures available under Indiana law;

WHEREAS, Republic First National (“RFN”) submitted a financing proposal to the City, and providing short-term loan financing at an interest rate of 4.83%, which equates to five (5) semi-annual payments of fifty six thousand nine hundred forty six dollars and 47/100 Dollars (\$56,946.47), along with a two hundred thousand dollar (\$200,000.00) balloon payment due thirty (30) days after the fifth (5) annual lease payment (collectively, the “Loan Payments”), all as more particularly described in Exhibit A, which is attached hereto and incorporated herein (the “Term Sheet”);

WHEREAS, the City will pledge revenues from its Wastewater Fund to satisfy the Loan Payments; and

WHEREAS, the Council now desires to approve the Term Sheet and authorize the City to enter into short-term loan financing with RFN to fund the procurement of the City Equipment in accordance with the Term Sheet.

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

- Section 1.** The Council hereby approves the short-term loan financing proposed by RFN to fund the procurement of the City Equipment in accordance with the Term Sheet, which is attached hereto and incorporated herein as Exhibit A.
- Section 2.** The Council hereby authorizes the Mayor to enter into and execute the Term Sheet, and any and all agreements or documents necessary to effectuate the short-term loan financing with RFN.
- Section 3.** Upon closing of the short-term loan financing with RFN, the Council hereby authorizes the City Controller to make five (5) semi-annual payments (to occur on or around September 30 of each year) of fifty-six thousand nine hundred forty-six and 47/100 dollars (\$56,946.47), along with a balloon payment, if deemed necessary, of two hundred thousand dollars (\$200,000.00) (to occur on or around thirty (30) days after the fifth and final lease payment) from its Wastewater Fund.

**Section 4.** This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana, meeting this 15th day of December, 2025.

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

**121525**

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025, at \_\_\_\_\_p.m.

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

**Jennifer L Kehl, City Clerk**

**MAYOR'S APPROVAL**



\_\_\_\_\_ December 15, 2025  
**Scott A. Fadness, Mayor** **DATE**

**MAYOR'S VETO**

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

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

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

**RESOLUTION NO. R032525**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS  
& SAFETY APPROVING THE SPECIAL PURCHASE OF A COMBINATION SEWER  
CLEANER FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Fishers, by and through its Board of Public Works & Safety desire to purchase a combination sewer cleaner for the Department of Public Works;

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-12, a purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price; and

WHEREAS, the City seeks to purchase a combination sewer cleaner from Brown Equipment Company, by and through the Sourcewell Cooperative (Contract # 101221-SCA, Sourcewell), which will allow the City to trade in an existing vehicle as well as recognize a savings of approximately Sixteen Thousand Four Hundred and Fifty Five and 00/100 Dollars (\$16,455.00), all as more particularly described in Exhibit A, attached hereto and incorporated herein (the "Special Purchase").

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:



- Section 1.** The Board of Public Works & Safety hereby approves the Special Purchase with Brown Equipment Company, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor and/or Fleet Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25<sup>th</sup> day of March, 2025.

**BOARD OF PUBLIC WORKS & SAFETY,  
CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**AYE**

**NAY**

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST:   
Kari Adriano, Board Clerk

DATE: 3/25/25



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.” /s/ Lindsey M. Bennet



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 Ph:800-747-2312  
 www.brownequipment.net

# Vehicle Quote

#Q13226  
 3/3/2025

**Bill To**  
 FISHERS DEPARTMENT OF  
 PUBLIC WORKS  
 10212 ELLER ROAD  
 FISHERS IN 46038  
 United States

**Ship To**  
 FISHERS DEPARTMENT OF  
 PUBLIC WORKS  
 10212 ELLER ROAD  
 FISHERS IN 46038  
 United States

**TOTAL**

**\$405,000.00**

Sales Rep: Ryan Buerk

Expires	PO #	Quote Information	Shipping Method
3/26/2025			

Item	Description	Qty	Price	Extended Price
<b>SEWER-900-9-TA-SPP</b>	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-9 TA SPP Chassis: Freightliner 114SD Cummins Engine, Allison Transmission, Tandem 4400 CFM Blower 18" Hg vacuum rating Debris Tank 9 Cubic Yard Capacity Body Wash-out System 800 GPM Pump-off System 1150 Gallon Capacity Water Tank Single Piston Pump 80 gpm @ 2500 psi Cold Weather Recirculation System Digital Water Tank Level Gauge LED D.O.T. Approved Lighting Front Mounted Telescoping & Rotating 800' x 1" Capacity w/ 600' x 1" Jetter Hose Pinch Roller Automatic Levelwind with Hydraulic Up/Down Digital Footage Counter Washdown gun w/ 50' Hose on Spring Retract. Hose Reel Hydro-Excavation Kit Wireless Pendant Controller Enhanced Visibility Camera System (front and rear camera) Central Lubrication System	1	\$591,455.00	\$591,455.00
<b>BEC SALES ALLOWANCE - UNDERGROUND</b>	SOURCEWELL DISCOUNT	1	(\$13,816.71)	(\$13,816.71)
<b>BEC SALES ALLOWANCE - UNDERGROUND</b>	BEC PARTNERS DISCOUNT	1	(\$2,638.29)	(\$2,638.29)
<b>Trade In Discount Item</b>	MAKE: VACTOR MODEL: 2100 YEAR: 2017 VIN: 1FVHG3FE6JHJM6431	1	(\$170,000.00)	(\$170,000.00)



**Payment Information**

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

<b>Subtotal</b>	\$405,000.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$405,000.00

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
2501 S Kentucky Ave  
Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q13226  
3/3/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.



THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



2525 West State Road 114  
Rochester, IN 46975  
(800) 700-7878  
Fax: (800) 865-8517

[www.republicfirstnational.com](http://www.republicfirstnational.com)

*Powered by Republic First National*

February 2025

To: Ryan Buerk  
Vendor: Brown Equipment Company  
From: Stephanie Perez

Customer: City of Fishers

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) SECA ECO-900 Combination Sewer Cleaner

Unit Cost: \$ 575,000.00  
Trade Allowance: \$ 170,000.00  
Net Financed: \$ 405,000.00  
Frequency of Payments: Annual

Term in Years: 5  
5 Payments: \$61,012.72  
Balloon Payment: \$200,000.00 Balloon payment due 30 days after 5th payment  
APR: 5.49%

Delivery Date: To be determined  
First Lease Payment Due: March, 2026

- \* A document fee of \$299 is due upon signing.
- \* To qualify for the quoted rates, audited financial statements required.
- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,  
Republic First National Corporation

Stephanie Perez  
[stephanie@rfnonline.com](mailto:stephanie@rfnonline.com)

**“Our Experts, Your Needs, Financing Done Right”**



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Evansville IN 47714  
Ph:800-747-2312  
www.brownequipment.net

# Vehicle Quote

#Q13226  
3/3/2025

## TERMS AND CONDITIONS

- 1. ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
- 2. LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
- 3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
- 4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
- 5. FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
- 6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
- 7. PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 Ph:800-747-2312  
 www.brownequipment.net

# Vehicle Quote

#Q13226  
 3/3/2025

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost

f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 Ph:800-747-2312  
 www.brownequipment.net

# Vehicle Quote

#Q13226  
 3/3/2025

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Scott Fadness

Name(Printed)

Signature

Mayor

Title

3/25/2025

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	An Ordinance of the Common Council for the City of Fishers, Hamilton County, Indiana Approving Short Term Loan Financing for Certain Equipment for the Fishers Wastewater Department			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<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 checked="" 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 #: 121525		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 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 type="checkbox"/> <b>No contract</b> for this item	
	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> Assistant/Deputy Department Head	<input checked="" type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input checked="" 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: Lindsey Bennett</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The approved 2026 Municipal Budget included funding the lease financing for a wastewater SECA ECO-900 Combination Sewer Cleaner. The current equipment is at the end of its useful life and needs replaced. The City will trade in the current sewer cleaner for a reduction in the purchase price. The City has determined it is more advantageous to lease the cleaner than purchasing outright.</p> <p>The City has identified Republic First National to finance the sewer cleaner over a five (5) year period.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$60,000
	Expenditure \$:	\$56,946.47
	Source of Funds:	Wastewater
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this request and finance with Republic First National
	2.	Deny this request
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	Effective upon adoption. The City will begin the process of the lease purchase with the awarded bidder with the intent to close as soon as possible.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this request as presented and authorize the City Controller and the City Attorney to completely oversee and execute this request.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	1. Ordinance 2. Exhibit A: Proposed Financing Term Sheet 3.	



## ORDINANCE 121525

### **AN ORDINANCE OF THE COMMON COUNCIL FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA APPROVING SHORT TERM LOAN FINANCING FOR CERTAIN EQUIPMENT FOR THE WASTEWATER DEPARTMENT**

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana (“Council”) may, by ordinance, make loans of money for not more than five (5) years and issue notes for the purpose of refunding those loans, in order to procure money to be used in the exercise of the powers of the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, in accordance with the 2026 municipal budget, the City, by and through the Fishers Wastewater Department (“Wastewater”), desires to purchase certain equipment, including one (1) SECA ECO-900 Combination Sewer Cleaner and related equipment (collectively, the “City Equipment”), all for the benefit of the City in accordance with any and all procurement procedures available under Indiana law;

WHEREAS, Republic First National (“RFN”) submitted a financing proposal to the City, and providing short-term loan financing at an interest rate of 4.83%, which equates to five (5) semi-annual payments of fifty six thousand nine hundred forty six dollars and 47/100 Dollars (\$56,946.47), along with a two hundred thousand dollar (\$200,000.00) balloon payment due thirty (30) days after the fifth (5) annual lease payment (collectively, the “Loan Payments”), all as more particularly described in Exhibit A, which is attached hereto and incorporated herein (the “Term Sheet”);

WHEREAS, the City will pledge revenues from its Wastewater Fund to satisfy the Loan Payments; and

WHEREAS, the Council now desires to approve the Term Sheet and authorize the City to enter into short-term loan financing with RFN to fund the procurement of the City Equipment in accordance with the Term Sheet.

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

- Section 1.** The Council hereby approves the short-term loan financing proposed by RFN to fund the procurement of the City Equipment in accordance with the Term Sheet, which is attached hereto and incorporated herein as Exhibit A.
- Section 2.** The Council hereby authorizes the Mayor to enter into and execute the Term Sheet, and any and all agreements or documents necessary to effectuate the short-term loan financing with RFN.
- Section 3.** Upon closing of the short-term loan financing with RFN, the Council hereby authorizes the City Controller to make five (5) semi-annual payments (to occur on or around September 30 of each year) of fifty-six thousand nine hundred forty-six and 47/100 dollars (\$56,946.47), along with a balloon payment, if deemed necessary, of two hundred thousand dollars (\$200,000.00) (to occur on or around thirty (30) days after the fifth and final lease payment) from its Wastewater Fund.

**Section 4.** This Ordinance shall be in full force and effect from and upon its adoption and in accordance with Indiana law.

SO ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana, meeting this 15th day of December, 2025.

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

**121525**

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025, at 7:40 p.m.

ATTEST: [Handwritten Signature]  
Jennifer L Kehl, City Clerk



[Handwritten Signature]  
**MAYOR'S APPROVAL**  
Scott A. Fadness, Mayor

December 15, 2025  
DATE

**MAYOR'S VETO**

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

\_\_\_\_\_  
DATE

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

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

**RESOLUTION NO. R032525**

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS  
& SAFETY APPROVING THE SPECIAL PURCHASE OF A COMBINATION SEWER  
CLEANER FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Fishers, by and through its Board of Public Works & Safety desire to purchase a combination sewer cleaner for the Department of Public Works;

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-12, a purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price; and

WHEREAS, the City seeks to purchase a combination sewer cleaner from Brown Equipment Company, by and through the Sourcewell Cooperative (Contract # 101221-SCA, Sourcewell), which will allow the City to trade in an existing vehicle as well as recognize a savings of approximately Sixteen Thousand Four Hundred and Fifty Five and 00/100 Dollars (\$16,455.00), all as more particularly described in Exhibit A, attached hereto and incorporated herein (the "Special Purchase").

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY MEETING IN REGULAR SESSION AS FOLLOWS:



- Section 1.** The Board of Public Works & Safety hereby approves the Special Purchase with Brown Equipment Company, as more specifically described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Mayor and/or Fleet Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED BY the City of Fishers Board of Public Works & Safety, Hamilton County, Indiana this 25<sup>th</sup> day of March, 2025.

**BOARD OF PUBLIC WORKS & SAFETY,  
CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**AYE**

**NAY**

	Scott Fadness, Member	
	Jeff Lantz, Member	
	Steven Orusa, Member	

ATTEST:   
Kari Adriano, Board Clerk

DATE: 3/25/25



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.” /s/ Lindsey M. Bennet



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 Ph:800-747-2312  
 www.brownequipment.net

# Vehicle Quote

#Q13226  
 3/3/2025

**Bill To**  
 FISHERS DEPARTMENT OF  
 PUBLIC WORKS  
 10212 ELLER ROAD  
 FISHERS IN 46038  
 United States

**Ship To**  
 FISHERS DEPARTMENT OF  
 PUBLIC WORKS  
 10212 ELLER ROAD  
 FISHERS IN 46038  
 United States

**TOTAL**

**\$405,000.00**

Sales Rep: Ryan Buerk

Expires	PO #	Quote Information	Shipping Method
3/26/2025			

Item	Description	Qty	Price	Extended Price
<b>SEWER-900-9-TA-SPP</b>	SEWER EQUIPMENT COMPANY OF AMERICA MODEL 900-ECO-9 TA SPP Chassis: Freightliner 114SD Cummins Engine, Allison Transmission, Tandem 4400 CFM Blower 18" Hg vacuum rating Debris Tank 9 Cubic Yard Capacity Body Wash-out System 800 GPM Pump-off System 1150 Gallon Capacity Water Tank Single Piston Pump 80 gpm @ 2500 psi Cold Weather Recirculation System Digital Water Tank Level Gauge LED D.O.T. Approved Lighting Front Mounted Telescoping & Rotating 800' x 1" Capacity w/ 600' x 1" Jetter Hose Pinch Roller Automatic Levelwind with Hydraulic Up/Down Digital Footage Counter Washdown gun w/ 50' Hose on Spring Retract. Hose Reel Hydro-Excavation Kit Wireless Pendant Controller Enhanced Visibility Camera System (front and rear camera) Central Lubrication System	1	\$591,455.00	\$591,455.00
<b>BEC SALES ALLOWANCE - UNDERGROUND</b>	SOURCEWELL DISCOUNT	1	(\$13,816.71)	(\$13,816.71)
<b>BEC SALES ALLOWANCE - UNDERGROUND</b>	BEC PARTNERS DISCOUNT	1	(\$2,638.29)	(\$2,638.29)
<b>Trade In Discount Item</b>	MAKE: VACTOR MODEL: 2100 YEAR: 2017 VIN: 1FVHG3FE6JHJM6431	1	(\$170,000.00)	(\$170,000.00)



**Payment Information**

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

<b>Subtotal</b>	\$405,000.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$405,000.00

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3/3/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.



THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



2525 West State Road 114  
Rochester, IN 46975  
(800) 700-7878  
Fax: (800) 865-8517

[www.republicfirstnational.com](http://www.republicfirstnational.com)

*Powered by Republic First National*

February 2025

To: Ryan Buerk  
Vendor: Brown Equipment Company  
From: Stephanie Perez

Customer: City of Fishers

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) SECA ECO-900 Combination Sewer Cleaner

Unit Cost: \$ 575,000.00  
Trade Allowance: \$ 170,000.00  
Net Financed: \$ 405,000.00  
Frequency of Payments: Annual

Term in Years: 5  
5 Payments: \$61,012.72  
Balloon Payment: \$200,000.00 Balloon payment due 30 days after 5th payment  
APR: 5.49%

Delivery Date: To be determined  
First Lease Payment Due: March, 2026

- \* A document fee of \$299 is due upon signing.
- \* To qualify for the quoted rates, audited financial statements required.
- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,  
Republic First National Corporation

Stephanie Perez  
[stephanie@rfnonline.com](mailto:stephanie@rfnonline.com)

**"Our Experts, Your Needs, Financing Done Right"**



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# Vehicle Quote

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3/3/2025

## TERMS AND CONDITIONS

- 1. ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
- 2. LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
- 3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
- 4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
- 5. FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
- 6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
- 7. PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

**THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY**



Brown Equipment Company  
 2501 S Kentucky Ave  
 Evansville IN 47714  
 Ph:800-747-2312  
 www.brownequipment.net

# Vehicle Quote

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 3/3/2025

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost

f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

Scott Fadness

Name(Printed)

Signature

Mayor

Title

3/25/2025

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	An Ordinance of the Common Council for the City of Fishers, Hamilton County, Indiana Approving Short Term Loan Financing for Certain Equipment for the Fishers Wastewater Department			
<b>SUBMITTED BY</b>	Name & Title: Lisa Bradford, City Controller			
	Department: Controller			
<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 checked="" 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 #: 121525		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 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 type="checkbox"/> <b>No contract</b> for this item	
	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> Assistant/Deputy Department Head	<input checked="" type="checkbox"/> Controller's Office
	<input checked="" type="checkbox"/> Department Head	<input checked="" 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: Lindsey Bennett</i>	
<b>BACKGROUND</b> (Includes description, background, and justification)	<p>The approved 2026 Municipal Budget included funding the lease financing for a wastewater SECA ECO-900 Combination Sewer Cleaner. The current equipment is at the end of its useful life and needs replaced. The City will trade in the current sewer cleaner for a reduction in the purchase price. The City has determined it is more advantageous to lease the cleaner than purchasing outright.</p> <p>The City has identified Republic First National to finance the sewer cleaner over a five (5) year period.</p>	
<b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)	Budgeted \$:	\$60,000
	Expenditure \$:	\$56,946.47
	Source of Funds:	Wastewater
	Additional Appropriation #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve this request and finance with Republic First National
	2.	Deny this request
	3.	Provide alternate direction
	4.	
<b>PROJECT TIMELINE</b>	Effective upon adoption. The City will begin the process of the lease purchase with the awarded bidder with the intent to close as soon as possible.	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this request as presented and authorize the City Controller and the City Attorney to completely oversee and execute this request.	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<ol style="list-style-type: none"> <li>Ordinance</li> <li>Exhibit A: Proposed Financing Term Sheet</li> <li></li> </ol>	

**ORDINANCE NO. 121525A**  
**AN ORDINANCE PROVIDING FOR AMENDMENT TO**  
**2026 SALARY ORDINANCE FOR THE**  
**CITY OF FISHERS, HAMILTON COUNTY, INDIANA**

WHEREAS, pursuant to Ind. Code §36-4-7-3, subject to the approval of the city legislative body, the city executive shall fix the compensation of each appointive officer, deputy, and other employees of the City;

WHEREAS, the 2026 salary ordinance, originally established under ordinance 091525A requires amendments to conform to legal precedent and necessity.

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

**Section 1.** The 2026 Salary Ordinance for elected and non-elected employees of the City of Fishers is hereby amended in accordance with the maximum base bi-weekly salary or hourly rate as set forth in Exhibit A attached hereto and incorporated herein.

**Section 2.** The Ordinance shall be in full force and effect from and upon its adoption in accordance with the law. All ordinances or parts thereof in conflict herewith are hereby repealed.

ALL OF WHICH IS SO ORDAINED this 15<sup>th</sup> day of December 2025.

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

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025 at \_\_\_\_\_ p.m.

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



**MAYOR'S APPROVAL**

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

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

**MAYOR'S VETO**

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

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

This instrument prepared by: Lindsey Bennett, 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

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>ADMINISTRATION</u></b>			
Administrative Assistant	\$2,386.80	1820	NE
Assistant City Attorney	\$4,870.98	N/A	EX
Assistant Director	\$4,319.92	N/A	EX
Corporation Counsel	\$7,932.29	N/A	EX
Chief of Staff	\$5,394.75	N/A	EX
Clerk/Receptionist	\$2,172.73	1820	NE
Customer Support Manager	\$3,022.91	1820	NE
Customer Support Specialist	\$2,386.80	1820	NE
Deputy Mayor	\$7,932.29	N/A	EX
Director of Employee and Customer Success	\$4,319.92	N/A	EX
Director of Human Resources	\$4,870.98	N/A	EX
Director of Recreation and Wellness	\$7,932.29	N/A	EX
Economic Development Specialist	\$3,394.48	1820	NE
Human Resources Assistant	\$2,882.97	1820	NE
Human Resources Manager	\$3,561.41	1820	NE
Mayor's Executive Assistant	\$3,022.91	1820	NE
Office Manager	\$2,882.97	1820	NE
Paralegal	\$3,022.91	1820	NE
<b><u>BUSINESS SOLUTIONS GROUP</u></b>			
Application & Process Coordinator	\$3,561.41	1820	NE
Business Analyst	\$3,737.34	1820	NE
Chief Information Officer	\$5,394.75	N/A	EX
Director of Business Solutions Group	\$4,319.92	N/A	EX
Program Manager	\$4,136.19	N/A	EX
<b><u>COMMUNITY AND PUBLIC RELATIONS</u></b>			
Assistant Director	\$4,319.92	N/A	EX
Community Outreach Manager	\$2,882.97	1820	NE
Community Engagement Coordinator	\$2,749.68	1820	NE
Director of Community and Public Relations	\$5,110.36	N/A	EX
Marketing and Public Relations Manager	\$3,171.99	1820	NE
Marketing and PR Coordinator	\$2,386.80	1820	NE
Volunteer Coordinator	\$2,749.68	1820	NE
<b><u>ECONOMIC &amp; COMMUNITY DEVELOPMENT</u></b>			
Assistant Director	\$4,319.92	N/A	EX
Director of Economic and Community Development	\$7,932.29	N/A	EX
Office Manager	\$2,882.97	1820	NE
Planner	\$2,501.92	1820	NE
Senior Planner	\$3,394.48	1820	NE
Project Analyst	\$2,882.97	1820	NE
Zoning Administrator	\$4,319.92	N/A	EX
<b><u>PARKS &amp; RECREATION</u></b>			
AgriPark Manager	\$4,136.19	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Director of Parks & Recreation	\$4,870.98	N/A	EX
Office Manager	\$2,882.97	1820	NE
Parks & Recreation Coordinator	\$2,749.68	1820	NE
Parks & Recreation Manager	\$3,171.99	1820	NE
Clothing Allowance	\$250/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>ENGINEERING</u></b>			
Asset Manager	\$3,561.41	1820	NE
Assistant Engineer	\$3,737.34	1820	NE
Chief Infrastructure Inspector	\$3,561.41	1820	NE
Director of Engineering	\$7,932.29	N/A	EX
Engineer	\$4,136.19	1820	NE
Engineering Assistant Director	\$4,870.98	N/A	EX
GIS Analyst	\$3,022.91	1820	NE
Infrastructure Inspector	\$2,882.97	1820	NE
Office Manager	\$2,882.97	1820	NE
Senior Infrastructure Inspector	\$3,171.99	1820	NE
Clothing Allowance	\$370/year max.		
<b><u>CONTROLLER'S OFFICE</u></b>			
Budget Analyst I	\$2,501.92	1820	NE
Budget Analyst II	\$2,882.97	1820	NE
Budget Manager	\$3,394.48	1820	NE
Business Process Coordinator	\$2,882.97	1820	NE
City Controller	\$7,932.29	N/A	EX
Controller Staff I	\$2,386.80	1820	NE
Controller Staff II	\$2,622.74	1820	NE
Deputy Controller	\$4,319.92	N/A	EX
Revenue Analyst	\$3,394.48	1820	NE
Senior Controller Staff	\$4,136.19	1820	NE
Utility Manager	\$3,561.41	1820	NE
<b><u>PERMITTING &amp; INSPECTIONS</u></b>			
Building Commissioner & Environmental Health Services Coord	\$5,110.36	N/A	EX
Assistant Building Commissioner	\$3,394.48	1820	NE
Building Inspector I	\$2,749.68	1820	NE
Building Inspector II	\$3,171.99	1820	NE
Code Enforcer	\$2,501.92	1820	NE
Office Manager	\$2,882.97	1820	NE
Permits Manager	\$2,622.74	1820	NE
Residential Plans Examiner	\$2,749.68	1820	NE
Utility Locator	\$2,749.68	1820	NE
Clothing Allowance	\$370/year max.		
<b><u>HEALTH DEPARTMENT</u></b>			
Administrative Assistant	\$2,386.80	1820	NE
Community Health Advocate	\$2,386.80	1820	NE
Culture of Health Ambassador	\$2,749.68	1820	NE
Environmental Health Supervisor	\$3,394.48	1820	NE
Epidemiologist	\$3,737.34	N/A	EX
Deputy Director of Finance and Operations	\$4,319.92	N/A	EX
Health Educator	\$3,022.91	1820	EX
Medical Assistant	\$2,386.80	1820	NE
Nurse	\$3,394.48	1820	NE
Operations and Administration Manager	\$3,737.34	1820	EX
Project Manager	\$2,622.74	1820	NE
Public Health Director	\$7,932.29	N/A	EX
Social Worker	\$3,561.41	1820	EX

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>INFORMATION TECHNOLOGY</u></b>			
Application & Process Coordinator	\$3,561.41	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Chief Information Security Officer	\$4,319.92	N/A	EX
Director of Information Technology	\$5,662.30	N/A	EX
GIS Analyst	\$3,022.91	1820	NE
GIS Coordinator	\$3,737.34	1820	NE
Help Desk Technician I	\$2,749.68	1820	NE
Help Desk Technician II	\$3,022.91	1820	NE
Help Desk Technician Coordinator	\$3,171.99	1820	NE
Network Engineer	\$4,136.19	1820	NE
Senior System Administrator	\$4,024.51	1820	NE
System Administrator	\$3,394.48	1820	NE
<b><u>FLEET &amp; INVENTORY CONTROL</u></b>			
Director of Fleet and Inventory Control	\$4,643.16	N/A	EX
Fleet Technician I	\$2,172.73	1820	NE
Fleet Technician II	\$2,749.68	1820	NE
Fleet Technician III	\$3,394.48	1820	NE
Inventory Control Assistant Manager	\$3,171.99	1820	NE
Inventory Control Manager	\$3,561.41	1820	NE
Inventory Control Specialist	\$2,622.74	1820	NE
Office Manager	\$2,882.97	1820	NE
Superintendent	\$3,737.34	1820	NE
<b><u>COMMUNITY CENTER</u></b>			
Aquatics Manager	\$3,561.41	1820	NE
Director of Community Center	\$4,870.98	N/A	EX
Community Center Assistant Manager	\$3,022.91	1820	NE
Community Center Manager	\$3,561.41	1820	NE
Facilities Manager	\$3,737.34	1820	NE
Fitness Coach	\$2,386.80	1820	NE
<b><u>FIRE AND EMERGENCY SERVICES</u></b>			
Administrative Services Manager	\$3,561.41	1820	NE
Battalion Chief	\$5,128.82	2904	NE
Captain	\$4,811.42	2904	NE
Chief of Fire	\$7,932.29	N/A	EX
Community Risk Reduction Specialist	\$3,171.99	1820	NE
Deputy Chief	\$5,173.35	N/A	EX
Division Chief	\$4,706.15	N/A	EX
External Affairs Officer	\$3,737.34	1820	NE
Fire Inspector	\$3,171.99	1820	NE
Firefighter	\$3,994.67	2904	NE
Firefighter/Medic	\$4,272.16	2904	NE
Lieutenant	\$4,502.92	2904	NE
Project Manager	\$2,622.74	1820	NE
Staff Captain	\$4,087.50	1820	NE
Clothing Allowance	\$1350/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>POLICE</u></b>			
Accreditation Manager	\$3,737.34	1820	NE
Administrative Assistant	\$2,386.80	1820	NE
Assistant Records Manager	\$3,171.99	1820	NE
Assistant Chief	\$5,173.35	N/A	EX
Captain	\$4,706.15	N/A	EX
Chief of Police	\$7,932.29	N/A	EX
Criminal Forensics Investigator	\$3,394.48	2080	NE
Community Services Officer	\$2,501.92	1820	NE
Detective	\$3,457.47	2080	NE
Humane Officer	\$3,457.47	1820	NE
Intelligence Analyst I	\$3,022.91	1820	NE
Intelligence Analyst II	\$3,394.48	1820	NE
Lieutenant	\$4,199.18	2080	NE
Major	\$4,933.97	N/A	EX
Office Manager	\$2,882.97	1820	NE
Police Officer	\$3,457.47	2080	NE
Property Room Manager	\$2,882.97	1820	NE
Records Clerk	\$2,172.73	1820	NE
Records Quality Assurance Technician	\$2,882.97	1820	NE
Records Manager	\$3,737.34	1820	NE
Sergeant	\$3,800.32	2080	NE
Clothing Allowance	\$1350/year max.		
<b><u>PUBLIC WORKS</u></b>			
Asset Management Coordinator	\$2,749.68	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Assistant Superintendent - Maintenance	\$3,561.41	1820	NE
Director of Public Works	\$5,662.30	N/A	EX
Director of Water Quality	\$4,643.16	N/A	EX
Engineer	\$4,136.19	1820	NE
Foreman	\$3,022.91	1820	NE
HVAC Technician	\$3,022.91	1820	NE
Inspector	\$2,501.92	1820	NE
Inspector - Water Quality	\$2,622.74	1820	NE
Laboratory Manager	\$3,561.41	1820	NE
Laboratory Technician	\$2,622.74	1820	NE
Laborer	\$2,172.73	1820	NE
Maintenance Technician I	\$2,172.73	1820	NE
Maintenance Technician II	\$3,022.91	1820	NE
Operations Manager			
Safety Director	\$4,024.51	1820	NE
Senior Laborer	\$2,622.74	1820	NE
Senior Maintenance Technician	\$3,561.41	1820	NE
Stormwater Technician	\$2,749.68	1820	NE
Superintendent	\$3,737.34	1820	NE
Utility Analyst	\$3,561.41	1820	NE
Wastewater Plant Operator	\$2,749.68	1820	NE
Water Quality Engineer	\$3,737.34	1820	NE
Clothing Allowance	\$340/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>COURT</u></b>			
Deputy Clerk of the Court	\$2,882.97	1820	NE
Clothing Allowance	\$50/year max.		
<b><u>ELECTED</u></b>			
Council Member	\$1,019.85	N/A	N/A
City Clerk	\$3,131.08	N/A	N/A
Judge	\$3,617.69	N/A	N/A
Mayor	\$6,881.69	N/A	N/A
<b><u>Part-Time and Temporary Miscellaneous Positions</u></b>			
Part-Time Office Support	UP TO \$30.00/HOUR	N/A	NE
Part-Time Field Support	UP TO \$35.00/HOUR	N/A	NE
Part-Time Health Department Support	UP TO \$45.00/HOUR	N/A	NE
Part-Time Bailiff	UP TO \$35.00/HOUR	N/A	NE
Part-Time School Resource Officer	UP TO \$50.00/HOUR	N/A	NE
<b><u>Incentive/Specialty Pays</u></b>			
	<b><u>Annual Amount</u></b>		
Certified Network Engineer	\$500		
Bilingual (Fire & Police)	\$1,500		
Data Base Administrator	\$500		
Detective	\$1,500		
Dive Team (Police)	\$1,750		
Emergency Response Team (ERT) - PD Only	\$1,750		
Evidence Technician (ET)	\$1,000		
Executive Lieutenant (Police)	\$5,000		
Field Training Officer (FTO)	\$80/shift		
Deputy Fire Marshal	\$2,500		
Fire Marshal	\$5,000		
Master ASE	\$1,000		
On-call (Police)	\$1,500		
On-call (Crime Reconstruction)	\$1,000		
Paramedic (Fire)	\$4,500		
Paramedic (Police)	\$2,250		
Systems Administrator	\$500		
<b><u>Sworn Police &amp; Fire Longevity Pay</u></b>			
\$200/year (service time 1-15 years)			
\$500/year (service time 16-25 years)	\$8000/year max		
<b><u>Board of Public Works &amp; Safety - Board Member</u></b>			
<b><u>(excluding City of Fishers elected officials)</u></b>	\$4000/year max		





# Council Action Form

<b>MEETING DATE</b>	12/15/2025			
<b>TITLE</b>	Request to Approve Amendment to 2026 Salary Ordinance			
<b>SUBMITTED BY</b>	Name & Title: Ethan Lee, Director of Human Resources			
	Department:			
<b>MEETING TYPE</b>	<input checked="" 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 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 #: 121525A		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 checked="" 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 checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennett	
<b>BACKGROUND</b> (Includes description, background, and justification)	To better align with current job market rates and with the professional and administrative expectations of the job, move Assistant City Attorney position to higher salary grade. Add Deputy Fire Marshal to list of Incentive/Specialty pays These changes will not increase the approved 2026 payroll budget for any department.	
<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 #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve as proposed
	2.	Approve with changes
	3.	Deny request
	4.	
<b>PROJECT TIMELINE</b>	Effective January 1, 2026	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Approve as proposed	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	Proposed Ordinance Exhibit A	

**ORDINANCE NO. 121525A**  
**AN ORDINANCE PROVIDING FOR AMENDMENT TO**  
**2026 SALARY ORDINANCE FOR THE**  
**CITY OF FISHERS, HAMILTON COUNTY, INDIANA**

WHEREAS, pursuant to Ind. Code §36-4-7-3, subject to the approval of the city legislative body, the city executive shall fix the compensation of each appointive officer, deputy, and other employees of the City;

WHEREAS, the 2026 salary ordinance, originally established under ordinance 091525A requires amendments to conform to legal precedent and necessity.


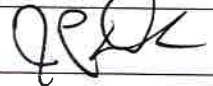


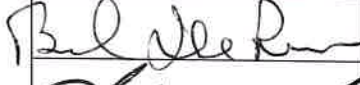
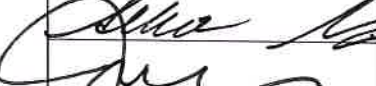



NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fishers meeting in regular session as follows:

**Section 1.** The 2026 Salary Ordinance for elected and non-elected employees of the City of Fishers is hereby amended in accordance with the maximum base bi-weekly salary or hourly rate as set forth in Exhibit A attached hereto and incorporated herein.

**Section 2.** The Ordinance shall be in full force and effect from and upon its adoption in accordance with the law. All ordinances or parts thereof in conflict herewith are hereby repealed.

ALL OF WHICH IS SO ORDAINED this 15<sup>th</sup> day of December 2025.

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

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

121525A

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025 at 7:40 p.m.

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



MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

12/15/2025

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

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>ADMINISTRATION</u></b>			
Administrative Assistant	\$2,386.80	1820	NE
Assistant City Attorney	\$4,870.98	N/A	EX
Assistant Director	\$4,319.92	N/A	EX
Corporation Counsel	\$7,932.29	N/A	EX
Chief of Staff	\$5,394.75	N/A	EX
Clerk/Receptionist	\$2,172.73	1820	NE
Customer Support Manager	\$3,022.91	1820	NE
Customer Support Specialist	\$2,386.80	1820	NE
Deputy Mayor	\$7,932.29	N/A	EX
Director of Employee and Customer Success	\$4,319.92	N/A	EX
Director of Human Resources	\$4,870.98	N/A	EX
Director of Recreation and Wellness	\$7,932.29	N/A	EX
Economic Development Specialist	\$3,394.48	1820	NE
Human Resources Assistant	\$2,882.97	1820	NE
Human Resources Manager	\$3,561.41	1820	NE
Mayor's Executive Assistant	\$3,022.91	1820	NE
Office Manager	\$2,882.97	1820	NE
Paralegal	\$3,022.91	1820	NE
<b><u>BUSINESS SOLUTIONS GROUP</u></b>			
Application & Process Coordinator	\$3,561.41	1820	NE
Business Analyst	\$3,737.34	1820	NE
Chief Information Officer	\$5,394.75	N/A	EX
Director of Business Solutions Group	\$4,319.92	N/A	EX
Program Manager	\$4,136.19	N/A	EX
<b><u>COMMUNITY AND PUBLIC RELATIONS</u></b>			
Assistant Director	\$4,319.92	N/A	EX
Community Outreach Manager	\$2,882.97	1820	NE
Community Engagement Coordinator	\$2,749.68	1820	NE
Director of Community and Public Relations	\$5,110.36	N/A	EX
Marketing and Public Relations Manager	\$3,171.99	1820	NE
Marketing and PR Coordinator	\$2,386.80	1820	NE
Volunteer Coordinator	\$2,749.68	1820	NE
<b><u>ECONOMIC &amp; COMMUNITY DEVELOPMENT</u></b>			
Assistant Director	\$4,319.92	N/A	EX
Director of Economic and Community Development	\$7,932.29	N/A	EX
Office Manager	\$2,882.97	1820	NE
Planner	\$2,501.92	1820	NE
Senior Planner	\$3,394.48	1820	NE
Project Analyst	\$2,882.97	1820	NE
Zoning Administrator	\$4,319.92	N/A	EX
<b><u>PARKS &amp; RECREATION</u></b>			
AgriPark Manager	\$4,136.19	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Director of Parks & Recreation	\$4,870.98	N/A	EX
Office Manager	\$2,882.97	1820	NE
Parks & Recreation Coordinator	\$2,749.68	1820	NE
Parks & Recreation Manager	\$3,171.99	1820	NE
Clothing Allowance	\$250/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>ENGINEERING</u></b>			
Asset Manager	\$3,561.41	1820	NE
Assistant Engineer	\$3,737.34	1820	NE
Chief Infrastructure Inspector	\$3,561.41	1820	NE
Director of Engineering	\$7,932.29	N/A	EX
Engineer	\$4,136.19	1820	NE
Engineering Assistant Director	\$4,870.98	N/A	EX
GIS Analyst	\$3,022.91	1820	NE
Infrastructure Inspector	\$2,882.97	1820	NE
Office Manager	\$2,882.97	1820	NE
Senior Infrastructure Inspector	\$3,171.99	1820	NE
Clothing Allowance	\$370/year max.		
<b><u>CONTROLLER'S OFFICE</u></b>			
Budget Analyst I	\$2,501.92	1820	NE
Budget Analyst II	\$2,882.97	1820	NE
Budget Manager	\$3,394.48	1820	NE
Business Process Coordinator	\$2,882.97	1820	NE
City Controller	\$7,932.29	N/A	EX
Controller Staff I	\$2,386.80	1820	NE
Controller Staff II	\$2,622.74	1820	NE
Deputy Controller	\$4,319.92	N/A	EX
Revenue Analyst	\$3,394.48	1820	NE
Senior Controller Staff	\$4,136.19	1820	NE
Utility Manager	\$3,561.41	1820	NE
<b><u>PERMITTING &amp; INSPECTIONS</u></b>			
Building Commissioner & Environmental Health Services Coord	\$5,110.36	N/A	EX
Assistant Building Commissioner	\$3,394.48	1820	NE
Building Inspector I	\$2,749.68	1820	NE
Building Inspector II	\$3,171.99	1820	NE
Code Enforcer	\$2,501.92	1820	NE
Office Manager	\$2,882.97	1820	NE
Permits Manager	\$2,622.74	1820	NE
Residential Plans Examiner	\$2,749.68	1820	NE
Utility Locator	\$2,749.68	1820	NE
Clothing Allowance	\$370/year max.		
<b><u>HEALTH DEPARTMENT</u></b>			
Administrative Assistant	\$2,386.80	1820	NE
Community Health Advocate	\$2,386.80	1820	NE
Culture of Health Ambassador	\$2,749.68	1820	NE
Environmental Health Supervisor	\$3,394.48	1820	NE
Epidemiologist	\$3,737.34	N/A	EX
Deputy Director of Finance and Operations	\$4,319.92	N/A	EX
Health Educator	\$3,022.91	1820	EX
Medical Assistant	\$2,386.80	1820	NE
Nurse	\$3,394.48	1820	NE
Operations and Administration Manager	\$3,737.34	1820	EX
Project Manager	\$2,622.74	1820	NE
Public Health Director	\$7,932.29	N/A	EX
Social Worker	\$3,561.41	1820	EX

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>INFORMATION TECHNOLOGY</u></b>			
Application & Process Coordinator	\$3,561.41	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Chief Information Security Officer	\$4,319.92	N/A	EX
Director of Information Technology	\$5,662.30	N/A	EX
GIS Analyst	\$3,022.91	1820	NE
GIS Coordinator	\$3,737.34	1820	NE
Help Desk Technician I	\$2,749.68	1820	NE
Help Desk Technician II	\$3,022.91	1820	NE
Help Desk Technician Coordinator	\$3,171.99	1820	NE
Network Engineer	\$4,136.19	1820	NE
Senior System Administrator	\$4,024.51	1820	NE
System Administrator	\$3,394.48	1820	NE
<b><u>FLEET &amp; INVENTORY CONTROL</u></b>			
Director of Fleet and Inventory Control	\$4,643.16	N/A	EX
Fleet Technician I	\$2,172.73	1820	NE
Fleet Technician II	\$2,749.68	1820	NE
Fleet Technician III	\$3,394.48	1820	NE
Inventory Control Assistant Manager	\$3,171.99	1820	NE
Inventory Control Manager	\$3,561.41	1820	NE
Inventory Control Specialist	\$2,622.74	1820	NE
Office Manager	\$2,882.97	1820	NE
Superintendent	\$3,737.34	1820	NE
<b><u>COMMUNITY CENTER</u></b>			
Aquatics Manager	\$3,561.41	1820	NE
Director of Community Center	\$4,870.98	N/A	EX
Community Center Assistant Manager	\$3,022.91	1820	NE
Community Center Manager	\$3,561.41	1820	NE
Facilities Manager	\$3,737.34	1820	NE
Fitness Coach	\$2,386.80	1820	NE
<b><u>FIRE AND EMERGENCY SERVICES</u></b>			
Administrative Services Manager	\$3,561.41	1820	NE
Battalion Chief	\$5,128.82	2904	NE
Captain	\$4,811.42	2904	NE
Chief of Fire	\$7,932.29	N/A	EX
Community Risk Reduction Specialist	\$3,171.99	1820	NE
Deputy Chief	\$5,173.35	N/A	EX
Division Chief	\$4,706.15	N/A	EX
External Affairs Officer	\$3,737.34	1820	NE
Fire Inspector	\$3,171.99	1820	NE
Firefighter	\$3,994.67	2904	NE
Firefighter/Medic	\$4,272.16	2904	NE
Lieutenant	\$4,502.92	2904	NE
Project Manager	\$2,622.74	1820	NE
Staff Captain	\$4,087.50	1820	NE
Clothing Allowance	\$1350/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>POLICE</u></b>			
Accreditation Manager	\$3,737.34	1820	NE
Administrative Assistant	\$2,386.80	1820	NE
Assistant Records Manager	\$3,171.99	1820	NE
Assistant Chief	\$5,173.35	N/A	EX
Captain	\$4,706.15	N/A	EX
Chief of Police	\$7,932.29	N/A	EX
Criminal Forensics Investigator	\$3,394.48	2080	NE
Community Services Officer	\$2,501.92	1820	NE
Detective	\$3,457.47	2080	NE
Humane Officer	\$3,457.47	1820	NE
Intelligence Analyst I	\$3,022.91	1820	NE
Intelligence Analyst II	\$3,394.48	1820	NE
Lieutenant	\$4,199.18	2080	NE
Major	\$4,933.97	N/A	EX
Office Manager	\$2,882.97	1820	NE
Police Officer	\$3,457.47	2080	NE
Property Room Manager	\$2,882.97	1820	NE
Records Clerk	\$2,172.73	1820	NE
Records Quality Assurance Technician	\$2,882.97	1820	NE
Records Manager	\$3,737.34	1820	NE
Sergeant	\$3,800.32	2080	NE
Clothing Allowance	\$1350/year max.		
<b><u>PUBLIC WORKS</u></b>			
Asset Management Coordinator	\$2,749.68	1820	NE
Assistant Director	\$4,319.92	N/A	EX
Assistant Superintendent - Maintenance	\$3,561.41	1820	NE
Director of Public Works	\$5,662.30	N/A	EX
Director of Water Quality	\$4,643.16	N/A	EX
Engineer	\$4,136.19	1820	NE
Foreman	\$3,022.91	1820	NE
HVAC Technician	\$3,022.91	1820	NE
Inspector	\$2,501.92	1820	NE
Inspector - Water Quality	\$2,622.74	1820	NE
Laboratory Manager	\$3,561.41	1820	NE
Laboratory Technician	\$2,622.74	1820	NE
Laborer	\$2,172.73	1820	NE
Maintenance Technician I	\$2,172.73	1820	NE
Maintenance Technician II	\$3,022.91	1820	NE
Operations Manager			
Safety Director	\$4,024.51	1820	NE
Senior Laborer	\$2,622.74	1820	NE
Senior Maintenance Technician	\$3,561.41	1820	NE
Stormwater Technician	\$2,749.68	1820	NE
Superintendent	\$3,737.34	1820	NE
Utility Analyst	\$3,561.41	1820	NE
Wastewater Plant Operator	\$2,749.68	1820	NE
Water Quality Engineer	\$3,737.34	1820	NE
Clothing Allowance	\$340/year max.		

## 2026 Salary Ordinance

	<u>Maximum Bi-Weekly Salary</u>	<u>Annual Hours</u>	<u>Exempt or Non-Exempt</u>
<b><u>COURT</u></b>			
Deputy Clerk of the Court	\$2,882.97	1820	NE
Clothing Allowance	\$50/year max.		
<b><u>ELECTED</u></b>			
Council Member	\$1,019.85	N/A	N/A
City Clerk	\$3,131.08	N/A	N/A
Judge	\$3,617.69	N/A	N/A
Mayor	\$6,881.69	N/A	N/A
<b><u>Part-Time and Temporary Miscellaneous Positions</u></b>			
Part-Time Office Support	UP TO \$30.00/HOUR	N/A	NE
Part-Time Field Support	UP TO \$35.00/HOUR	N/A	NE
Part-Time Health Department Support	UP TO \$45.00/HOUR	N/A	NE
Part-Time Bailiff	UP TO \$35.00/HOUR	N/A	NE
Part-Time School Resource Officer	UP TO \$50.00/HOUR	N/A	NE
<b><u>Incentive/Specialty Pays</u></b>			
	<b><u>Annual Amount</u></b>		
Certified Network Engineer	\$500		
Bilingual (Fire & Police)	\$1,500		
Data Base Administrator	\$500		
Detective	\$1,500		
Dive Team (Police)	\$1,750		
Emergency Response Team (ERT) - PD Only	\$1,750		
Evidence Technician (ET)	\$1,000		
Executive Lieutenant (Police)	\$5,000		
Field Training Officer (FTO)	\$80/shift		
Deputy Fire Marshal	\$2,500		
Fire Marshal	\$5,000		
Master ASE	\$1,000		
On-call (Police)	\$1,500		
On-call (Crime Reconstruction)	\$1,000		
Paramedic (Fire)	\$4,500		
Paramedic (Police)	\$2,250		
Systems Administrator	\$500		
<b><u>Sworn Police &amp; Fire Longevity Pay</u></b>			
\$200/year (service time 1-15 years)			
\$500/year (service time 16-25 years)	\$8000/year max		
<b><u>Board of Public Works &amp; Safety - Board Member</u></b>			
<b><u>(excluding City of Fishers elected officials)</u></b>	\$4000/year max		





# Council Action Form

<b>MEETING DATE</b>	12/15/2025		
<b>TITLE</b>	Request to Approve Amendment to 2026 Salary Ordinance		
<b>SUBMITTED BY</b>	Name & Title: Ethan Lee, Director of Human Resources		
	Department:		
<b>MEETING TYPE</b>	<input checked="" 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 checked="" type="checkbox"/> Ordinance	<input 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 #: 121525A		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 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 checked="" 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 checked="" type="checkbox"/> Mayor	<input type="checkbox"/> Other:
	<input checked="" type="checkbox"/> Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennett	
<b>BACKGROUND</b> (Includes description, background, and justification)	To better align with current job market rates and with the professional and administrative expectations of the job, move Assistant City Attorney position to higher salary grade. Add Deputy Fire Marshal to list of Incentive/Specialty pays These changes will not increase the approved 2026 payroll budget for any department.	
<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 #:	
	<b>Narrative:</b>	
<b>OPTIONS</b> (Include <i>Deny Approval</i> Option)	1.	Approve as proposed
	2.	Approve with changes
	3.	Deny request
	4.	
<b>PROJECT TIMELINE</b>	Effective January 1, 2026	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	Approve as proposed	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	Proposed Ordinance Exhibit A	

**RESOLUTION NO. R121525B**

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FISHERS AND INCOG BIOPHARMA SERVICES, INC. – PHASE III**

WHEREAS, INCOG BioPharma Services, Inc., a Delaware corporation (“Developer”), is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired real property in Fishers to develop, construct and operate its global headquarters (the “Initial Agreement”);

WHEREAS, in 2024, Developer, City and the City of Fishers Redevelopment Commission (“Commission”) entered into a second economic development agreement pursuant to which Developer, among other obligations, agreed to construct and improve a new building on its Fishers site, acquire personal property to operate a phase II biopharmaceutical manufacturing operation and invest approximately Forty-One Million Dollars (\$41,000,000.00) in Fishers, and the City and Commission agreed to grant a personal property tax abatement to and enter into a master lease with Developer (the “Phase II Agreement”);

WHEREAS, Developer is fully compliant with the Initial Agreement and the Phase II Agreement;

WHEREAS, Developer has additionally become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City’s Life Sciences Park;

WHEREAS, Developer is now prepared to further expand its operation in Fishers by completing a Phase III Project, which project includes: (a) developing and constructing an approximately eighty thousand square feet (80,000 SF) of usable space for biopharmaceutical manufacturing; (b) acquiring and converting a portion of its real property to underground stormwater detention and parking facilities; and (c) investing approximately Eighty Million Dollars (\$80,000,000.00) in the Phase III Project, all as specifically set forth in the Economic Development Agreement By And Between The City Of Fishers And INCOG Biopharma Services, Inc. – Phase III attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

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

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

**Section 1.** The Council hereby approves an economic development agreement substantially similar to the EDA.

**Section 2.** This Mayor is hereby authorized to execute an economic development agreement substantially similar to the EDA.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this \_15th\_ day of December, 2025

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

**R121525B**

**YAY**

**NAY**

**ABSTAIN**

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

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

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

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



**MAYOR'S APPROVAL**

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

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

**MAYOR'S VETO**

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

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

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

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

**ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF  
FISHERS AND INCOG BIOPHARMA SERVICES, INC. – PHASE III**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this   15th   day of   December  , 2025 (the "Effective Date"), by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), Fishers Town Hall Building Corporation, an Indiana not for profit corporation (the "Corporation"), and INCOG BioPharma Services, Inc., a Delaware corporation ("Developer") (collectively City, Corporation and Developer may be referred to herein as the "Parties" or each a "Party"), as follows:

WHEREAS, Developer is a Fishers based, global contract development and manufacturing organization ("CDMO") to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired real property in Fishers to develop, construct and operate its global headquarters (the "Initial Agreement");

WHEREAS, in 2024, Developer, City and Commission entered into a second economic development agreement pursuant to which Developer, among other obligations, agreed to construct and improve a new building on its Fishers site, acquire personal property to operate a phase II biopharmaceutical manufacturing operation and invest approximately Forty-One Million Dollars (\$41,000,000.00) in Fishers, and the City and Commission agreed to grant a personal property tax abatement to and enter into a master lease with Developer (the "Phase II Agreement");

WHEREAS, Developer is fully compliant with the Initial Agreement and the Phase II Agreement;

WHEREAS, moreover, Developer has become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City's Life Sciences Park;

WHEREAS, Developer is now prepared to further expand its operation in Fishers;

WHEREAS, specifically, Developer has advised the City and Corporation that it will complete a Phase III Project (as defined herein), if the City and Corporation satisfy the City Obligations (as defined herein);

WHEREAS, the City and Corporation have determined that it is in the best interest of the citizens of the City to induce Developer to complete the Phase III Project; and

WHEREAS, capitalized terms used in the foregoing recitals shall have the meaning ascribed to such terms in **Article III** hereof.

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

## ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

## ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.

## ARTICLE III. DEFINITIONS

**Abatement** shall mean a ten (10) year, real property tax abatement on the Addition and Pond Project in the amount of one hundred percent (100%) for each of the ten (10) years.

**Abatement Term** shall mean, unless earlier terminated pursuant to this Agreement, the ten (10) years during which Developer claims the benefit of the Abatement, provided, however, the Abatement Term shall not continue past and shall terminate by or before December 31, 2040.

**Addition** shall mean improvements totaling approximately eighty thousand square feet (80,000 SF) of usable space for biopharmaceutical manufacturing constructed on the Site.

**Additional Compliance Information** shall have the meaning ascribed to it in Section 6.03.

**Agreement** shall have the meaning ascribed to it in the preamble.

**CDMO** shall have the meaning ascribed to it in the recitals.

**City** shall have the meaning ascribed to it in the preamble.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses whether related to bodily injury, real property or personal property (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Compliance Information** shall mean, individually or collectively, the Statement of Benefits Real Property (Form 51767), the annual Compliance with Statement of Benefits (Form 51766) and any Additional Compliance Information (as defined in Section 6.03) that shall be submitted to the Executive Director.

**Construction Disbursement Request(s)** shall mean a written request and certification for payment submitted by Developer to the Corporation in the form attached hereto as Exhibit A, which request and certification for payment shall: (1) be prepared by Developer; and (2) be

accompanied by: (a) a description of the work therein, (b) a summary of the expenses included in such Construction Disbursement Request, and (c) all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

**Corporation** shall have the meaning ascribed to it in the preamble.

**Cure Period** shall mean a period of: (A) ten (10) days after written notice of default in the case of any monetary default; provided, however, each party shall be entitled to only one cure period within three hundred sixty (360) days for monetary default; and (B) fifteen (15) 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 fifteen (15) days, despite reasonably diligent efforts, then the fifteen (15) 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: (Y) commences to cure the default within the fifteen (15) day period; and (Z) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than thirty (30) days after the date of the default.

**Developer** shall have the meaning ascribed to it in the preamble.

**Developer Obligations** shall have the meaning ascribed to it in Article IV.

**Effective Date** shall have the meaning ascribed to it in the preamble.

**Employment Commitment** shall have the meaning ascribed to it in Article IV.

**Executive Director** shall mean the Director of Economic Development for the City, currently Megan Baumgartner.

**Final Notice** shall have the meaning ascribed to it in Section 6.05.

**FTEs** shall mean full time employees.

**Initial Agreement** shall have the meaning ascribed to it in the recitals.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

**Notice Period** shall have the meaning ascribed to it in Section 6.04.

**Permitting Violation** shall mean Developer's failure to comply with applicable City ordinances and rules or failure to obtain applicable permits or complete all applicable reviews and inspections.

**Phase II Project** shall have the meaning ascribed to it in the recitals.

**Phase III Project** shall mean (A) developing and constructing the Addition; (B) acquiring and converting the Pond Property to underground stormwater detention and parking facilities (the “**Pond Project**”); and (C) investing approximately Eighty Million Dollars (\$80,000,000.00) in such Phase III Project, which investment shall include development, construction and land acquisition

**Pond Property** shall mean 6.92 acres of real property identified by property identification no. 15-11-31-00-00-028.013.

**Related Entity** shall mean a third party controlled by or under common control with Developer.

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

**Site** shall mean property generally located at 12050 Exit 5 Parkway, Fishers, IN

**Stormwater Grant** shall mean a grant in the maximum amount of One Million and no/100 Dollars (\$1,000,000.00).

**UDO** shall mean the City’s Unified Development Ordinance.

#### **ARTICLE IV. DEVELOPER’S OBLIGATIONS**

In consideration and as a material inducement for the City and Corporation, as applicable, providing the incentives described in Article V., Developer and/or its Related Entity shall perform or cause to be performed the following:

- A. Complete development and construction of the Addition and Pond Project pursuant to and consistent with the Laws, including, without limitation, obtaining all Required Permits;
- B. Complete all elements of the Phase III Project;
- C. Employ approximately six hundred (600) new FTEs on or before December 31, 2031.
- D. Compensate the new FTEs at an average annual salary of approximately Eighty Thousand and no/100 Dollars (\$80,000.00) (together with Subsection (C), the Employment Commitment”); and
- E. Timely submit all Compliance Information to the Executive Director.

(collectively, the obligations included in this Article IV(A) - (E), the “Developer Obligations”).

#### **ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES**

In consideration and as a material inducement for Developer and/or its Related Entity fulfilling the Developer Commitment, the City and/or Corporation, as applicable, shall provide certain incentives as follows:

A. Pursuant to and consistent with Ind. Code § 6-1.1-12.1 *et. seq.*, the City shall endeavor to complete the required procedural steps to grant the Abatement; and

B. The Corporation shall provide the Stormwater Grant to reimburse Developer for the Pond Project (or a portion thereof), which Stormwater Grant shall be disbursed pursuant to properly completed and submitted Construction Disbursement Requests submitted via email to Megan Baumgartner ([baumgartnerm@fishers.in.us](mailto:baumgartnerm@fishers.in.us)) and Jennifer Messer ([jennifercmesserlaw@gmail.com](mailto:jennifercmesserlaw@gmail.com)). Developer shall not submit Construction Disbursement Requests more frequently than monthly, and Corporation shall, within thirty (30) days of receipt of a properly completed and submitted Construction Disbursement Request, disburse the amount the Stormwater Grant requested in such Construction Disbursement Requests. For the avoidance of doubt, the Corporation shall only be liable for payment of the Stormwater Grant, notwithstanding the total cost to develop and construct the Pond Project. Additionally, Corporation shall not be liable for disbursing the Stormwater Grant if Developer is in material breach of this Agreement and such breach extends beyond the applicable Cure Period.

## ARTICLE VI. COMPLIANCE AND INCENTIVE TERMINATION

**Section 6.01. SB-1.** Developer shall submit its SB-1 for the Site upon request (which request may be made telephonically or by email) by the City and prior to the City approving the Abatement.

**Section 6.02. Compliance/CF-1 for Real Property.** By or before April 1st of each year of the Abatement Term, Developer shall file its CF-1 with the Executive Director and the Hamilton County Auditor showing the extent to which there has been compliance with the SB-1 and the Developer Commitment.

**Section 6.03. Additional Compliance Information.** Further, during the Abatement Term, the City may request information from Developer concerning its fulfillment of the Developer Commitment, including, without limitation, the number of FTEs employed at the Site by Developer or its Related Entity (individually or collectively, "Additional Compliance Information"), and Developer shall provide Additional Compliance Information within twenty (20) days of such request.

**Section 6.04. Abatement Termination.** If the City determines that Developer has not or cannot reasonably satisfy the Developer Commitment, the City may terminate the Abatement (or Developer's right to it). Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event the City makes a determination of noncompliance under this Section 6.04, then prior to proceeding with a termination, the City shall provide preliminary notice (the "Preliminary Notice") to Developer of such determination of noncompliance and an opportunity to meet with representatives of the City within fifteen (15) days after the date of the Preliminary Notice ("Notice Period") to discuss the City's determination and provide an opportunity for Developer to submit information regarding the reason for any shortfall or delay in the Developer Commitment.

**Section 6.05. Abatement Hearing.** If (a) the City determines after meeting with Developer following issuance of the Preliminary Notice that the Abatement should be terminated; or (b) Developer does not request a meeting within the Notice Period, the City shall give Developer final notice (the "Final Notice") of such determination and provide Developer an opportunity to appear at a City Council meeting to show cause why the Abatement should not be terminated. Developer shall have fifteen (15) days from the date of the Final Notice to confirm that it desires to be added to the City Council's next agenda and to provide evidence concerning why the Abatement should not be terminated. If the City Council adopts a resolution terminating the Abatement, Developer shall be entitled to appeal the determination to a Hamilton County Superior or Circuit Court.

**Section 6.06. Permitting.** Within twenty (20) business days (Monday-Friday) written notice that Developer has committed a Permitting Violation, Developer shall come into full compliance by obtaining the requisite permit, completing the applicable review or inspection or otherwise coming into compliance with the applicable ordinance; provided that, if such Permitting Violation is of such a nature that it cannot be remedied within twenty (20) business days, despite reasonably diligent efforts, then the twenty (20) day cure period shall be extended as may be reasonably necessary for Developer to remedy the default, so long as the Developer: (Y) commences to cure the Permitting Violation within the twenty (20) day period; and (Z) diligently pursues such cure to completion. If Developer fails to come into such compliance, obtain such permit or complete the applicable review or inspection, City shall be entitled to terminate or withhold the incentives described herein.

## **ARTICLE VII. ASSIGNMENT**

No party hereto shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed; provided that: (A) without the prior written approval of Developer, City and Corporation may assign this Agreement to another agency or instrumentality of City that legally is able to perform its obligations hereunder; and (B) without the prior written approval of City, Developer may assign, partially or in its entirety, this Agreement to a Related Entity. Notwithstanding any assignment permitted under this Section, the City, Corporation 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 City, Corporation or Developer, as the case may be, from such performance.

## **ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.01. Indemnity.** Developer covenants and agrees at its sole expense to pay and to indemnify and save harmless the City and Corporation and their respective officers and agents (the "Indemnitees") harmless of, from and against, any and all Claims resulting directly or indirectly from Developer's (and/or any affiliate's thereof) development and construction of the Addition or Pond Project, unless such Claims arise by reason of the willful act or omission of the City and/or Corporation.

**Section 8.02. Cure.** Except as otherwise specifically stated herein, before any failure of either of the Parties to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party

alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred during any applicable Cure Period. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

**Section 8.03. No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

**Section 8.04. Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the City and Corporation have approved or ratified this Agreement as required by law.

**Section 8.05. 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.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Execution Date, Developer shall execute an affidavit affirming that: (A) it is enrolled and is participating in the E-Verify program; and (B) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to City's authorized representative.

**Section 8.06. 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 consequence 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.

**Section 8.07. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (A) delivered in person to the other party; (B) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (C) the following business day after being sent by national overnight delivery

service, with confirmation of receipt, addressed as follows: to City and Corporation at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copies to: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Developer at 12050 Exit 5 Pkwy, Fishers, IN 46037 with a copy to Patrick S. Cross, Faegre Drinker Biddle & Reath LLP, 600 E. 96<sup>th</sup> Street, Suite 600, Indianapolis, IN 46240. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

**Section 8.08. Merger.** All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

**Section 8.09. Representations and Warranties**

A. City and Corporation. Each of City and Corporation 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) City is an Indiana municipality and Corporation is a not for profit corporation, all of which are organized and existing under the laws of the State of Indiana; (iii) subject to completion of the applicable proceedings required by Laws, it has the power: (1) to enter into this Agreement; and (2) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (1) to execute and deliver this Agreement; and (2) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (v) it has not engaged or dealt with any real estate broker or agent in connection with the Phase III Project, Site, or this transaction and no person or entity is entitled to claim a fee in connection with this transaction or otherwise by, though, or as a result of, the acts or omissions of City or Corporation.

B. Developer. Developer represents and warrants to City and Corporation that: (i) Developer is an Delaware corporation, duly existing and validly formed under the laws of the State of Delaware and properly registered to do business in 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; (vi) this Agreement is the legal, valid, and binding obligation of Developer; (vii) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Phase III Project, the Site, or this transaction and no person or entity is entitled to claim a fee in connection with this transaction by, though, or as a result of, the acts or omissions of Developer or any party affiliated with Developer; and (viii) 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.

**Section 8.10. Miscellaneous.** Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, City and Corporation, 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. City and Developer waive, to the extent permitted under applicable law: (A) the right to a trial by jury; and (B) any right City, Corporation or 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 City, Corporation and Developer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. 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 or joint venture between or among Developer, Corporation or City or their successors in interest. The parties acknowledge and agree that Developer is not a principal, agent, officer shareholder or employee of the City or Corporation. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

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

*[signatures on following pages]*

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

**“City”**

City of Fishers, Hamilton County, Indiana

By: \_\_\_\_\_  
Scott Fadness, Mayor

**“Corporation”**

Fishers Town Hall Building Corporation

\_\_\_\_\_  
Jay Bangert, President

**R121525B**

**“Developer”**  
INCOG BIOPHARMA SERVICES, INC.

---

By: Cory B. Lewis, Chief Executive Officer

**EXHIBIT A  
CONSTRUCTION DISBURSEMENT REQUEST**

**Disbursement No.:** \_\_\_\_\_

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

**Disbursement Amount: \$** \_\_\_\_\_

INCOG BioPharma Services, Inc. (“Developer”) hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the attached invoices and other documentation provided in support of this Request.

This Construction Disbursement Request shall also constitute a representation and affirmation to the Corporation that the following information is accurate in all respects:

- 1) Description of the work performed:
  
- 2) Summary of expenses:
  
- 3) Attach all invoices and related documentation.
  
- 4) If outside vendors are to receive payment, complete Schedule I.

“Developer”

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025		
<b>TITLE</b>	Resolution Approving Economic Development Agreement		
<b>SUBMITTED BY</b>	Name & Title: Megan Baumgartner, Economic Development Director		
	Department: 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> (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 #: R121525B
<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"/> <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 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		

<p><b>APPROVALS/REVIEWS</b></p>	<input type="checkbox"/> Assistant/Deputy Department Head <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Deputy Mayor <input type="checkbox"/> Mayor <input type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Jennifer C. Messer</i>	<input type="checkbox"/> Controller’s Office <input type="checkbox"/> Finance Committee <input type="checkbox"/> Technical Advisory Committee <input type="checkbox"/> Other:										
<p><b>BACKGROUND</b>  (Includes description, background, and justification)</p>	<p>INCOG BioPharma Services, Inc. (“Developer”) is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing.</p> <p>Previously, Developer and the City entered into a certain Economic Development Agreement in 2021 pursuant to which Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the “Initial Agreement”). Developer is fully compliant with the Initial Agreement. In 2024, Developer and the City entered into a second economic agreement. Developer is fully compliant with both previous agreements and expansion terms.</p> <p>Developer has advised the City that it will grow in the City by completing its Phase III Project, if the City and Commission will satisfy the City Obligations as defined in the subject EDA, including (a) developing and constructing a building with an approximately 80,000 sq. footprint to be used for biopharmaceutical manufacturing; (b) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the building; (c) completing tenant improvements to operate a phase III biopharmaceutical manufacturing operation within the building; and (d) investing approximately \$80,000,000.00 in the project, among other obligations.</p> <p>The subject EDA obligates the City to authorize a ten (10) year, real property tax abatement and provide the Stormwater Grant for the Pond Project.</p>											
<p><b>BUDGETING AND FINANCIAL IMPACT</b>  (Includes project costs and funding sources)</p>	<table border="1"> <tr> <td>Budgeted \$:</td> <td></td> </tr> <tr> <td>Expenditure \$:</td> <td>None</td> </tr> <tr> <td>Source of Funds:</td> <td>Abatement-no additional funds or appropriation</td> </tr> <tr> <td>Additional Appropriation #:</td> <td></td> </tr> <tr> <td><b>Narrative:</b></td> <td></td> </tr> </table>		Budgeted \$:		Expenditure \$:	None	Source of Funds:	Abatement-no additional funds or appropriation	Additional Appropriation #:		<b>Narrative:</b>	
Budgeted \$:												
Expenditure \$:	None											
Source of Funds:	Abatement-no additional funds or appropriation											
Additional Appropriation #:												
<b>Narrative:</b>												
<p><b>OPTIONS</b>  (Include <i>Deny Approval</i> Option)</p>	<table border="1"> <tr> <td>1.</td> <td>Approve the Resolution</td> </tr> <tr> <td>2.</td> <td>Reject the Resolution</td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table>		1.	Approve the Resolution	2.	Reject the Resolution	3.		4.			
1.	Approve the Resolution											
2.	Reject the Resolution											
3.												
4.												
<p><b>PROJECT TIMELINE</b></p>												
<p><b>STAFF RECOMMENDATION</b>  (Board reserves the right to accept or deny recommendations)</p>	<p>Approve the Resolution and EDA.</p>											

**SUPPLEMENTAL  
INFORMATION**  
(List all attached documents)

**RESOLUTION NO. R121525B**

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FISHERS AND INCOG BIOPHARMA SERVICES, INC. – PHASE III**

WHEREAS, INCOG BioPharma Services, Inc., a Delaware corporation (“Developer”), is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired real property in Fishers to develop, construct and operate its global headquarters (the “Initial Agreement”);

WHEREAS, in 2024, Developer, City and the City of Fishers Redevelopment Commission (“Commission”) entered into a second economic development agreement pursuant to which Developer, among other obligations, agreed to construct and improve a new building on its Fishers site, acquire personal property to operate a phase II biopharmaceutical manufacturing operation and invest approximately Forty-One Million Dollars (\$41,000,000.00) in Fishers, and the City and Commission agreed to grant a personal property tax abatement to and enter into a master lease with Developer (the “Phase II Agreement”);

WHEREAS, Developer is fully compliant with the Initial Agreement and the Phase II Agreement;

WHEREAS, Developer has additionally become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City’s Life Sciences Park;

WHEREAS, Developer is now prepared to further expand its operation in Fishers by completing a Phase III Project, which project includes: (a) developing and constructing an approximately eighty thousand square feet (80,000 SF) of usable space for biopharmaceutical manufacturing; (b) acquiring and converting a portion of its real property to underground stormwater detention and parking facilities; and (c) investing approximately Eighty Million Dollars (\$80,000,000.00) in the Phase III Project, all as specifically set forth in the Economic Development Agreement By And Between The City Of Fishers And INCOG Biopharma Services, Inc. – Phase III attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

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

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

**Section 1.** The Council hereby approves an economic development agreement substantially similar to the EDA.

**Section 2.** This Mayor is hereby authorized to execute an economic development agreement substantially similar to the EDA.

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this \_15th\_ day of December, 2025





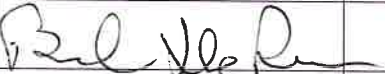
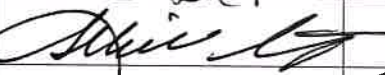


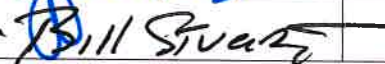
**COMMON COUNCIL OF THE CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**R121525B**

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15<sup>th</sup> day of December 2025, at 7:40 p.m.

ATTEST:   
Jennifer L. Kehl, City Clerk



**MAYOR'S APPROVAL**

  
Scott A. Fadness, Mayor

December 15, 2025  
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

**ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF  
FISHERS AND INCOG BIOPHARMA SERVICES, INC. – PHASE III**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this   15th   day of   December  , 2025 (the "Effective Date"), by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), Fishers Town Hall Building Corporation, an Indiana not for profit corporation (the "Corporation"), and INCOG BioPharma Services, Inc., a Delaware corporation ("Developer") (collectively City, Corporation and Developer may be referred to herein as the "Parties" or each a "Party"), as follows:

WHEREAS, Developer is a Fishers based, global contract development and manufacturing organization ("CDMO") to which pharmaceutical companies outsource drug manufacturing;

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired real property in Fishers to develop, construct and operate its global headquarters (the "Initial Agreement");

WHEREAS, in 2024, Developer, City and Commission entered into a second economic development agreement pursuant to which Developer, among other obligations, agreed to construct and improve a new building on its Fishers site, acquire personal property to operate a phase II biopharmaceutical manufacturing operation and invest approximately Forty-One Million Dollars (\$41,000,000.00) in Fishers, and the City and Commission agreed to grant a personal property tax abatement to and enter into a master lease with Developer (the "Phase II Agreement");

WHEREAS, Developer is fully compliant with the Initial Agreement and the Phase II Agreement;

WHEREAS, moreover, Developer has become an ambassador within the life sciences community for the City and assisted the City with landing substantial capital investment and jobs within the City's Life Sciences Park;

WHEREAS, Developer is now prepared to further expand its operation in Fishers;

WHEREAS, specifically, Developer has advised the City and Corporation that it will complete a Phase III Project (as defined herein), if the City and Corporation satisfy the City Obligations (as defined herein);

WHEREAS, the City and Corporation have determined that it is in the best interest of the citizens of the City to induce Developer to complete the Phase III Project; and

WHEREAS, capitalized terms used in the foregoing recitals shall have the meaning ascribed to such terms in **Article III** hereof.

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

## ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1.

## ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.

## ARTICLE III. DEFINITIONS

**Abatement** shall mean a ten (10) year, real property tax abatement on the Addition and Pond Project in the amount of one hundred percent (100%) for each of the ten (10) years.

**Abatement Term** shall mean, unless earlier terminated pursuant to this Agreement, the ten (10) years during which Developer claims the benefit of the Abatement, provided, however, the Abatement Term shall not continue past and shall terminate by or before December 31, 2040.

**Addition** shall mean improvements totaling approximately eighty thousand square feet (80,000 SF) of usable space for biopharmaceutical manufacturing constructed on the Site.

**Additional Compliance Information** shall have the meaning ascribed to it in Section 6.03.

**Agreement** shall have the meaning ascribed to it in the preamble.

**CDMO** shall have the meaning ascribed to it in the recitals.

**City** shall have the meaning ascribed to it in the preamble.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses whether related to bodily injury, real property or personal property (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Compliance Information** shall mean, individually or collectively, the Statement of Benefits Real Property (Form 51767), the annual Compliance with Statement of Benefits (Form 51766) and any Additional Compliance Information (as defined in Section 6.03) that shall be submitted to the Executive Director.

**Construction Disbursement Request(s)** shall mean a written request and certification for payment submitted by Developer to the Corporation in the form attached hereto as Exhibit A, which request and certification for payment shall: (1) be prepared by Developer; and (2) be

accompanied by: (a) a description of the work therein, (b) a summary of the expenses included in such Construction Disbursement Request, and (c) all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the request and certification.

**Corporation** shall have the meaning ascribed to it in the preamble.

**Cure Period** shall mean a period of: (A) ten (10) days after written notice of default in the case of any monetary default; provided, however, each party shall be entitled to only one cure period within three hundred sixty (360) days for monetary default; and (B) fifteen (15) 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 fifteen (15) days, despite reasonably diligent efforts, then the fifteen (15) 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: (Y) commences to cure the default within the fifteen (15) day period; and (Z) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than thirty (30) days after the date of the default.

**Developer** shall have the meaning ascribed to it in the preamble.

**Developer Obligations** shall have the meaning ascribed to it in Article IV.

**Effective Date** shall have the meaning ascribed to it in the preamble.

**Employment Commitment** shall have the meaning ascribed to it in Article IV.

**Executive Director** shall mean the Director of Economic Development for the City, currently Megan Baumgartner.

**Final Notice** shall have the meaning ascribed to it in Section 6.05.

**FTEs** shall mean full time employees.

**Initial Agreement** shall have the meaning ascribed to it in the recitals.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

**Notice Period** shall have the meaning ascribed to it in Section 6.04.

**Permitting Violation** shall mean Developer's failure to comply with applicable City ordinances and rules or failure to obtain applicable permits or complete all applicable reviews and inspections.

**Phase II Project** shall have the meaning ascribed to it in the recitals.

**Phase III Project** shall mean (A) developing and constructing the Addition; (B) acquiring and converting the Pond Property to underground stormwater detention and parking facilities (the “**Pond Project**”); and (C) investing approximately Eighty Million Dollars (\$80,000,000.00) in such Phase III Project, which investment shall include development, construction and land acquisition

**Pond Property** shall mean 6.92 acres of real property identified by property identification no. 15-11-31-00-00-028.013.

**Related Entity** shall mean a third party controlled by or under common control with Developer.

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

**Site** shall mean property generally located at 12050 Exit 5 Parkway, Fishers, IN

**Stormwater Grant** shall mean a grant in the maximum amount of One Million and no/100 Dollars (\$1,000,000.00).

**UDO** shall mean the City’s Unified Development Ordinance.

#### **ARTICLE IV. DEVELOPER’S OBLIGATIONS**

In consideration and as a material inducement for the City and Corporation, as applicable, providing the incentives described in Article V., Developer and/or its Related Entity shall perform or cause to be performed the following:

- A. Complete development and construction of the Addition and Pond Project pursuant to and consistent with the Laws, including, without limitation, obtaining all Required Permits;
- B. Complete all elements of the Phase III Project;
- C. Employ approximately six hundred (600) new FTEs on or before December 31, 2031.
- D. Compensate the new FTEs at an average annual salary of approximately Eighty Thousand and no/100 Dollars (\$80,000.00) (together with Subsection (C), the Employment Commitment”); and
- E. Timely submit all Compliance Information to the Executive Director.

(collectively, the obligations included in this Article IV(A) - (E), the “Developer Obligations”).

#### **ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES**

In consideration and as a material inducement for Developer and/or its Related Entity fulfilling the Developer Commitment, the City and/or Corporation, as applicable, shall provide certain incentives as follows:

A. Pursuant to and consistent with Ind. Code § 6-1.1-12.1 *et. seq.*, the City shall endeavor to complete the required procedural steps to grant the Abatement; and

B. The Corporation shall provide the Stormwater Grant to reimburse Developer for the Pond Project (or a portion thereof), which Stormwater Grant shall be disbursed pursuant to properly completed and submitted Construction Disbursement Requests submitted via email to Megan Baumgartner ([baumgartnerm@fishers.in.us](mailto:baumgartnerm@fishers.in.us)) and Jennifer Messer ([jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com)). Developer shall not submit Construction Disbursement Requests more frequently than monthly, and Corporation shall, within thirty (30) days of receipt of a properly completed and submitted Construction Disbursement Request, disburse the amount the Stormwater Grant requested in such Construction Disbursement Requests. For the avoidance of doubt, the Corporation shall only be liable for payment of the Stormwater Grant, notwithstanding the total cost to develop and construct the Pond Project. Additionally, Corporation shall not be liable for disbursing the Stormwater Grant if Developer is in material breach of this Agreement and such breach extends beyond the applicable Cure Period.

## ARTICLE VI. COMPLIANCE AND INCENTIVE TERMINATION

**Section 6.01. SB-1.** Developer shall submit its SB-1 for the Site upon request (which request may be made telephonically or by email) by the City and prior to the City approving the Abatement.

**Section 6.02. Compliance/CF-1 for Real Property.** By or before April 1st of each year of the Abatement Term, Developer shall file its CF-1 with the Executive Director and the Hamilton County Auditor showing the extent to which there has been compliance with the SB-1 and the Developer Commitment.

**Section 6.03. Additional Compliance Information.** Further, during the Abatement Term, the City may request information from Developer concerning its fulfillment of the Developer Commitment, including, without limitation, the number of FTEs employed at the Site by Developer or its Related Entity (individually or collectively, "Additional Compliance Information"), and Developer shall provide Additional Compliance Information within twenty (20) days of such request.

**Section 6.04. Abatement Termination.** If the City determines that Developer has not or cannot reasonably satisfy the Developer Commitment, the City may terminate the Abatement (or Developer's right to it). Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event the City makes a determination of noncompliance under this Section 6.04, then prior to proceeding with a termination, the City shall provide preliminary notice (the "Preliminary Notice") to Developer of such determination of noncompliance and an opportunity to meet with representatives of the City within fifteen (15) days after the date of the Preliminary Notice ("Notice Period") to discuss the City's determination and provide an opportunity for Developer to submit information regarding the reason for any shortfall or delay in the Developer Commitment.

**Section 6.05. Abatement Hearing.** If (a) the City determines after meeting with Developer following issuance of the Preliminary Notice that the Abatement should be terminated; or (b) Developer does not request a meeting within the Notice Period, the City shall give Developer final notice (the "Final Notice") of such determination and provide Developer an opportunity to appear at a City Council meeting to show cause why the Abatement should not be terminated. Developer shall have fifteen (15) days from the date of the Final Notice to confirm that it desires to be added to the City Council's next agenda and to provide evidence concerning why the Abatement should not be terminated. If the City Council adopts a resolution terminating the Abatement, Developer shall be entitled to appeal the determination to a Hamilton County Superior or Circuit Court.

**Section 6.06. Permitting.** Within twenty (20) business days (Monday-Friday) written notice that Developer has committed a Permitting Violation, Developer shall come into full compliance by obtaining the requisite permit, completing the applicable review or inspection or otherwise coming into compliance with the applicable ordinance; provided that, if such Permitting Violation is of such a nature that it cannot be remedied within twenty (20) business days, despite reasonably diligent efforts, then the twenty (20) day cure period shall be extended as may be reasonably necessary for Developer to remedy the default, so long as the Developer: (Y) commences to cure the Permitting Violation within the twenty (20) day period; and (Z) diligently pursues such cure to completion. If Developer fails to come into such compliance, obtain such permit or complete the applicable review or inspection, City shall be entitled to terminate or withhold the incentives described herein.

## **ARTICLE VII. ASSIGNMENT**

No party hereto shall assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed; provided that: (A) without the prior written approval of Developer, City and Corporation may assign this Agreement to another agency or instrumentality of City that legally is able to perform its obligations hereunder; and (B) without the prior written approval of City, Developer may assign, partially or in its entirety, this Agreement to a Related Entity. Notwithstanding any assignment permitted under this Section, the City, Corporation 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 City, Corporation or Developer, as the case may be, from such performance.

## **ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.01. Indemnity.** Developer covenants and agrees at its sole expense to pay and to indemnify and save harmless the City and Corporation and their respective officers and agents (the "Indemnitees") harmless of, from and against, any and all Claims resulting directly or indirectly from Developer's (and/or any affiliate's thereof) development and construction of the Addition or Pond Project, unless such Claims arise by reason of the willful act or omission of the City and/or Corporation.

**Section 8.02. Cure.** Except as otherwise specifically stated herein, before any failure of either of the Parties to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party

alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred during any applicable Cure Period. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

**Section 8.03. No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

**Section 8.04. Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the City and Corporation have approved or ratified this Agreement as required by law.

**Section 8.05. 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.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Execution Date, Developer shall execute an affidavit affirming that: (A) it is enrolled and is participating in the E-Verify program; and (B) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to City's authorized representative.

**Section 8.06. 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 consequence 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.

**Section 8.07. Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (A) delivered in person to the other party; (B) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (C) the following business day after being sent by national overnight delivery

service, with confirmation of receipt, addressed as follows: to City and Corporation at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copies to: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Developer at 12050 Exit 5 Pkwy, Fishers, IN 46037 with a copy to Patrick S. Cross, Faegre Drinker Biddle & Reath LLP, 600 E. 96<sup>th</sup> Street, Suite 600, Indianapolis, IN 46240. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

**Section 8.08. Merger.** All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

### **Section 8.09. Representations and Warranties**

A. City and Corporation. Each of City and Corporation 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) City is an Indiana municipality and Corporation is a not for profit corporation, all of which are organized and existing under the laws of the State of Indiana; (iii) subject to completion of the applicable proceedings required by Laws, it has the power: (1) to enter into this Agreement; and (2) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (1) to execute and deliver this Agreement; and (2) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (v) it has not engaged or dealt with any real estate broker or agent in connection with the Phase III Project, Site, or this transaction and no person or entity is entitled to claim a fee in connection with this transaction or otherwise by, though, or as a result of, the acts or omissions of City or Corporation.

B. Developer. Developer represents and warrants to City and Corporation that: (i) Developer is an Delaware corporation, duly existing and validly formed under the laws of the State of Delaware and properly registered to do business in 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; (vi) this Agreement is the legal, valid, and binding obligation of Developer; (vii) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Phase III Project, the Site, or this transaction and no person or entity is entitled to claim a fee in connection with this transaction by, though, or as a result of, the acts or omissions of Developer or any party affiliated with Developer; and (viii) 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.

**Section 8.10. Miscellaneous.** Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, City and Corporation, 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. City and Developer waive, to the extent permitted under applicable law: (A) the right to a trial by jury; and (B) any right City, Corporation or 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 City, Corporation and Developer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. 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 or joint venture between or among Developer, Corporation or City or their successors in interest. The parties acknowledge and agree that Developer is not a principal, agent, officer shareholder or employee of the City or Corporation. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

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

*[signatures on following pages]*

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

**“City”**

City of Fishers, Hamilton County, Indiana

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

Scott Fadness, Mayor

**“Corporation”**

Fishers Town Hall Building Corporation

\_\_\_\_\_  
Jay Bangert, President

**R121525B**

**“Developer”**  
INCOG BIOPHARMA SERVICES, INC.

---

By: Cory B. Lewis, Chief Executive Officer

**EXHIBIT A  
CONSTRUCTION DISBURSEMENT REQUEST**

**Disbursement No.:** \_\_\_\_\_

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

**Disbursement Amount: \$** \_\_\_\_\_

INCOG BioPharma Services, Inc. (“Developer”) hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the attached invoices and other documentation provided in support of this Request.

This Construction Disbursement Request shall also constitute a representation and affirmation to the Corporation that the following information is accurate in all respects:

- 1) Description of the work performed:
  
- 2) Summary of expenses:
  
- 3) Attach all invoices and related documentation.
  
- 4) If outside vendors are to receive payment, complete Schedule I.

“Developer”

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025		
<b>TITLE</b>	Resolution Approving Economic Development Agreement		
<b>SUBMITTED BY</b>	Name & Title: Megan Baumgartner, Economic Development Director		
	Department: 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 #: R121525B
<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 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		X 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		

<p style="text-align: center;"><b>APPROVALS/REVIEWS</b></p>	<input type="checkbox"/> Assistant/Deputy Department Head <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Deputy Mayor <input type="checkbox"/> Mayor <input type="checkbox"/> Legal Counsel – <i>Name of Reviewer: Jennifer C. Messer</i>	<input type="checkbox"/> Controller’s Office <input type="checkbox"/> Finance Committee <input type="checkbox"/> Technical Advisory Committee <input type="checkbox"/> Other:										
<p style="text-align: center;"><b>BACKGROUND</b> (Includes description, background, and justification)</p>	<p>INCOG BioPharma Services, Inc. (“Developer”) is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing.</p> <p>Previously, Developer and the City entered into a certain Economic Development Agreement in 2021 pursuant to which Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the “Initial Agreement”). Developer is fully compliant with the Initial Agreement. In 2024, Developer and the City entered into a second economic agreement. Developer is fully compliant with both previous agreements and expansion terms.</p> <p>Developer has advised the City that it will grow in the City by completing its Phase III Project, if the City and Commission will satisfy the City Obligations as defined in the subject EDA, including (a) developing and constructing a building with an approximately 80,000 sq. footprint to be used for biopharmaceutical manufacturing; (b) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the building; (c) completing tenant improvements to operate a phase III biopharmaceutical manufacturing operation within the building; and (d) investing approximately \$80,000,000.00 in the project, among other obligations.</p> <p>The subject EDA obligates the City to authorize a ten (10) year, real property tax abatement and provide the Stormwater Grant for the Pond Project.</p>											
<p style="text-align: center;"><b>BUDGETING AND FINANCIAL IMPACT</b> (Includes project costs and funding sources)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted \$:</td> <td></td> </tr> <tr> <td>Expenditure \$:</td> <td>None</td> </tr> <tr> <td>Source of Funds:</td> <td>Abatement-no additional funds or appropriation</td> </tr> <tr> <td>Additional Appropriation #:</td> <td></td> </tr> <tr> <td><b>Narrative:</b></td> <td></td> </tr> </table>		Budgeted \$:		Expenditure \$:	None	Source of Funds:	Abatement-no additional funds or appropriation	Additional Appropriation #:		<b>Narrative:</b>	
Budgeted \$:												
Expenditure \$:	None											
Source of Funds:	Abatement-no additional funds or appropriation											
Additional Appropriation #:												
<b>Narrative:</b>												
<p style="text-align: center;"><b>OPTIONS</b> (Include <i>Deny Approval</i> Option)</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 30px;">1.</td> <td>Approve the Resolution</td> </tr> <tr> <td>2.</td> <td>Reject the Resolution</td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table>		1.	Approve the Resolution	2.	Reject the Resolution	3.		4.			
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2.	Reject the Resolution											
3.												
4.												
<p style="text-align: center;"><b>PROJECT TIMELINE</b></p>												
<p style="text-align: center;"><b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)</p>	<p>Approve the Resolution and EDA.</p>											

**SUPPLEMENTAL  
INFORMATION**  
(List all attached documents)

**ORDINANCE NO. 111725F**  
**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF FISHERS,**  
**HAMILTON COUNTY, INDIANA**

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

WHEREAS, the City’s Plan Commission has conducted a public hearing on December 3, 2025 for case RZ-25-6 as required by law in regard to the proposal to amend the City’s Official Zoning Map to designate the real estate identified on Exhibit A, attached hereto and incorporated herein (the “Real Estate”), as within the C-Low Commercial Low Impact zoning district; and

WHEREAS, the Plan Commission at its December 3, 2025 meeting sent a favorable recommendation to the Fishers City Council by a vote of 6 (six) in favor and 1 (one) opposed; and

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

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

**Section 1. Declaration.** The City’s Official Zoning Map is hereby amended to designate the Real Estate as within the C-Low zoning district with the following condition:

- A. Use shall include Memory Care Group Home for adults; and
- B. Maximum floor area shall be 7,500 square feet; and
- C. Substantially similar Site Plan as depicted in Exhibit C; and
- D. Substantially similar architecture as depicted in Exhibit D; and
- E. Commitment agreement to limit the use to Memory Care to be recorded on the property.

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

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

**ORDINANCE NO. 111725F**

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 15<sup>th</sup> day of December, 2025.

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

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the   15th   day of December, 2025, at            m.

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

**MAYOR'S APPROVAL**

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

December 15, 2025  
**DATE**



**MAYOR'S VETO**

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

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

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

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

**ORDINANCE NO. 111725F**

**EXHIBIT A**  
*Legal Description*

Commencing at the southeast corner of the Northeast Quarter of said Section 3; thence South 89 degrees 27 minutes 24 minutes West along the South line of said Northeast Quarter, 1096.26 feet to the POINT OF BEGINNING of this description, said point also being the southwest corner of Sandstone Knoll Section II recorded as Instrument Number 1999909950119, Plat Cabinet 2, Slide 306 in the Office of the Recorder for Hamilton County, Indiana and also being a point on the boundary of Breakwater Subdivision recorded as Instrument Number 9102967, Plat Cabinet 1, Slide 152 in said Recorder's Office; thence continuing South 89 degrees 27 minutes 24 seconds West along the South line of said Northeast Quarter and said boundary of Breakwater Subdivision 341.12 feet to the to the southeast corner of a parcel of land described in Instrument Number 2008-013438 in said Recorder's Office; thence North 05 degrees 21 minutes 12 seconds East on and along the East line of said parcel of land 120.62 feet to the to the northeast corner of said parcel of land, said point also being on the boundary of a parcel of land recorded as Instrument Number 9541304 in the aforesaid Recorders Office; thence North 89 degrees 27 minutes 24 seconds East 330.64 feet on and along said boundary to a point on the West line of the aforesaid Sandstone Knoll Section II; thence South 00 degrees 22 minutes 13 seconds West on and along said West line 120.00 feet to the place of beginning containing 0.925 acre, more or less, subject to all legal highways, rights-of-ways, easements and restrictions of record. This subdivision consists of 2 lots numbered 1 and 2. The dimension of lots and width of streets are shown in feet and decimal parts thereof.

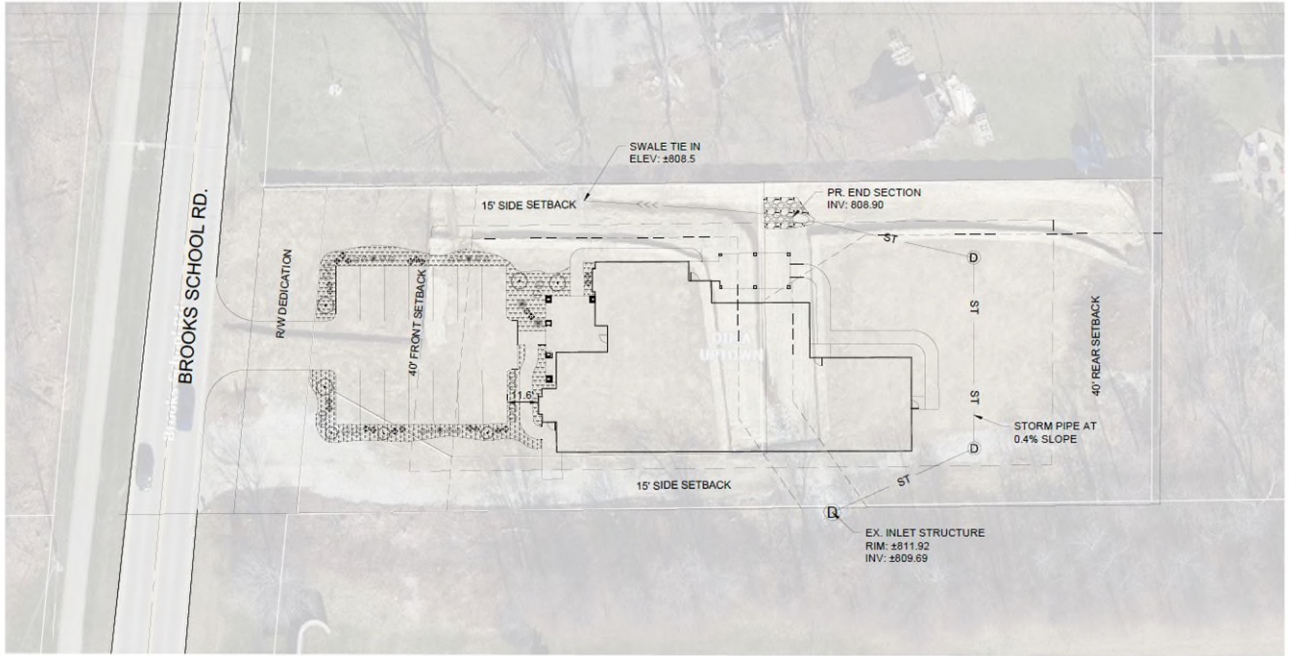
*10982 Brooks School Road & 10990 Brooks School Road Fishers, IN 46037  
13-15-03-00-00-013.001 & 13-15-03-00-00-013.000*

**EXHIBIT B**  
*Location Map*



*10982 Brooks School Road & 10990 Brooks School Road Fishers, IN 46037  
13-15-03-00-00-013.001 & 13-15-03-00-00-013.000*

**EXHIBIT C**  
*Concept Site Plan*



*10982 Brooks School Road & 10990 Brooks School Road Fishers, IN 46037*  
*13-15-03-00-00-013.001 & 13-15-03-00-00-013.000*

**EXHIBIT D**  
*Proposed Elevation*

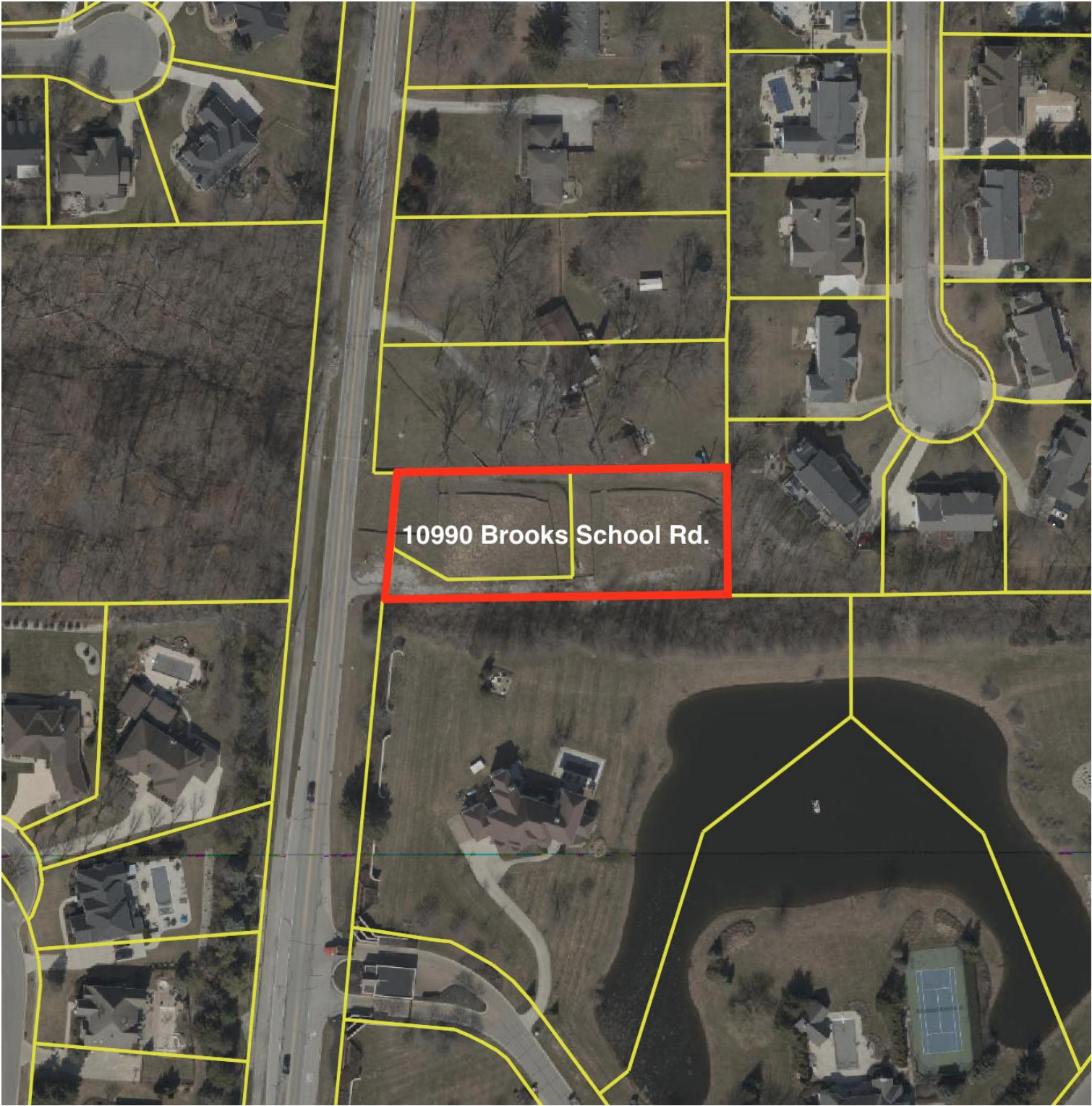


*10982 Brooks School Road & 10990 Brooks School Road Fishers, IN 46037  
13-15-03-00-00-013.001 & 13-15-03-00-00-013.000*

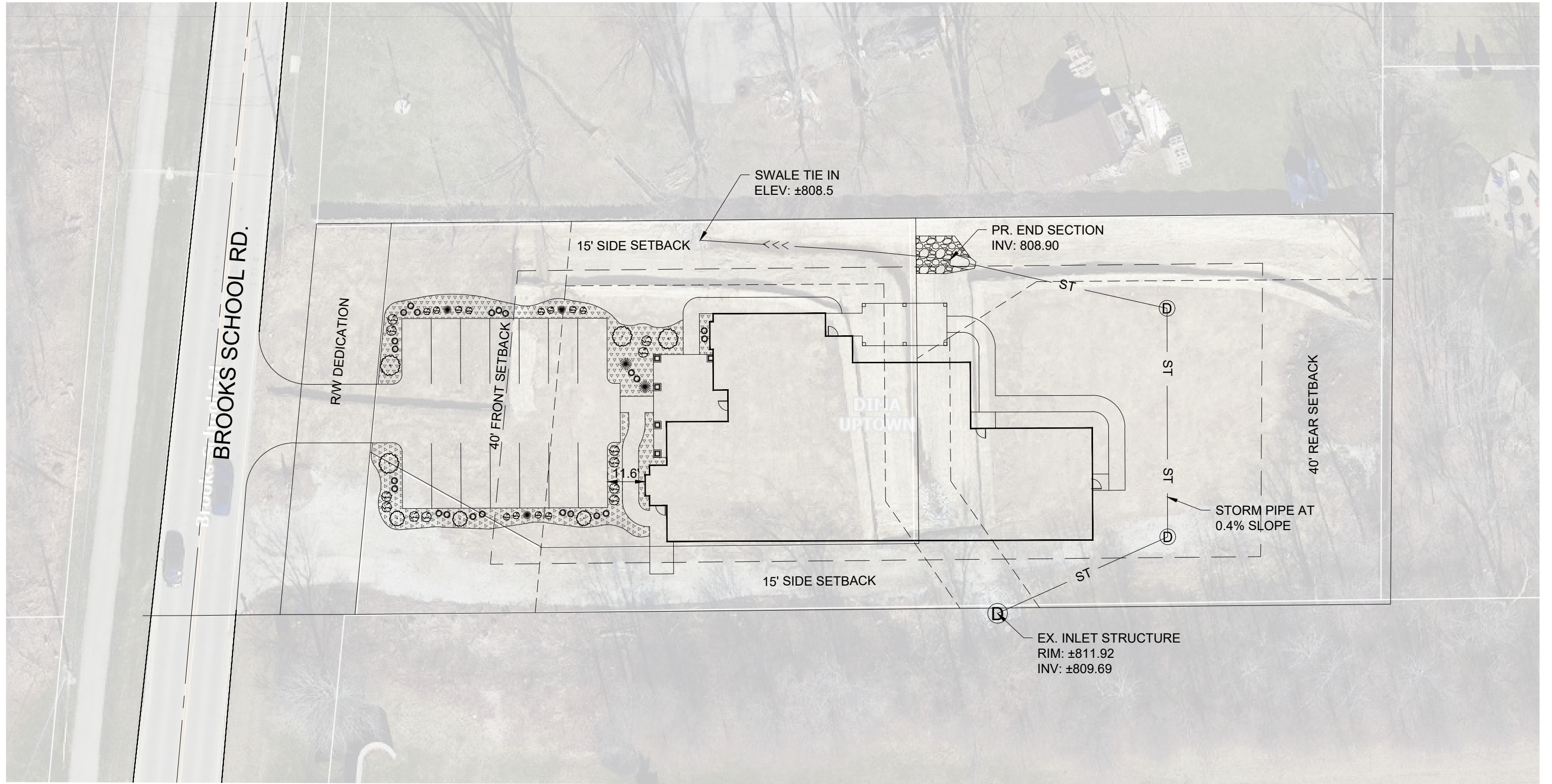
**Story Cottage Rezoning Explanation**  
**Senior Group Home Proposed for 10990 Brooks School Road**

Story Custom Development, LLC has filed a rezone petition with the City of Fishers seeking approval to locate a Senior Group Home on parcels of real estate that consist of approximately 0.86 acres and are commonly known as 10990 Brooks School Road and 10982 Brooks School Road, Fishers, IN (collectively, the “Real Estate”). The Real Estate is located east of and adjacent to Brooks School Road and is zoned R-2 Residential.

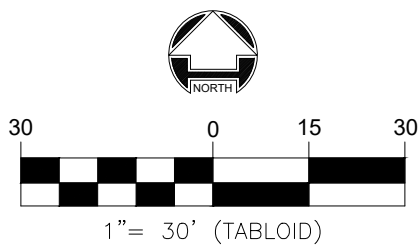
By way of background, Story Cottage offers a boutique memory care concept to its senior residents where compassion meets luxury living. Story Cottage is dedicated to providing a unique and personalized approach in a safe home-like environment, including individual bedrooms, community spaces and tailored activities to assist its residents in feeling purposeful engagement. Story Cottage currently operates a Senior Group Home at two locations in Carmel and two locations on the northside of Indianapolis. A fifth home is under construction in Carmel. The proposed home will consist of twelve (12) bedrooms to accommodate a maximum of twelve (12) residents, including community spaces, a kitchen space and a small outdoor patio. Enclosed are a site location map, site plan and elevations and perspectives which illustrate the design character and quality for the proposed home.



10990 Brooks School Rd.



10990\_Brooks\_School\_Site\_Plan.dwg



FISHERS STORY COTTAGE CONCEPT  
 10990 BROOKS SCHOOL RD.  
 FISHERS, INDIANA  
 12/01/2025



For Illustrative Purposes Only



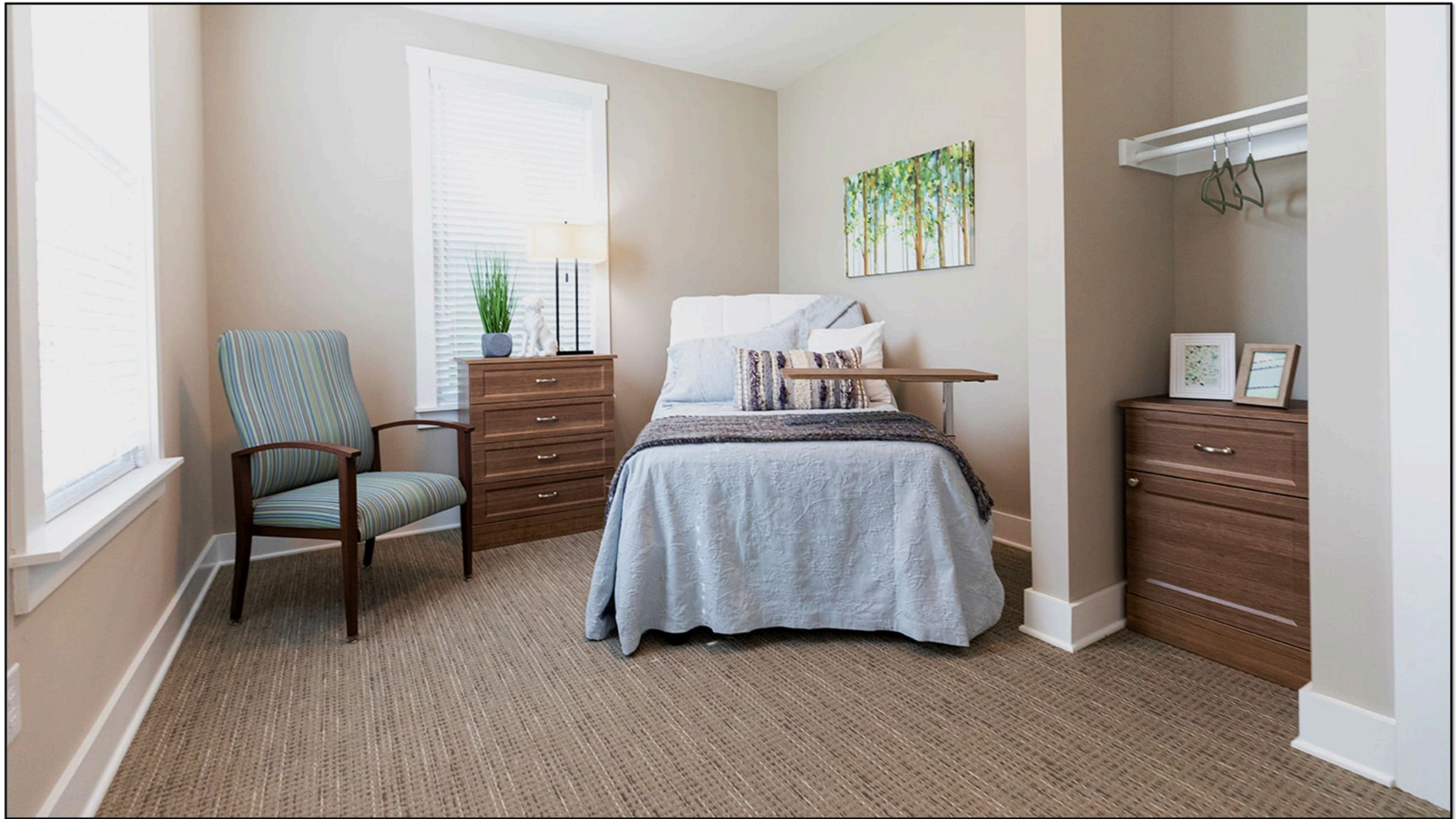
For Illustrative Purposes Only



For Illustrative Purposes Only



For Illustrative Purposes Only



For Illustrative Purposes Only



For Illustrative Purposes Only

# City Council Staff Report

Meeting Date: December 15, 2025

**DEPARTMENT CONTACT:**

Ross Hilleary ([hillearyr@fishersin.gov](mailto:hillearyr@fishersin.gov))

**CASE NUMBER:**

RZ-25-6

**PETITIONER:**

Rick Lawrence ([rick@nf-law.com](mailto:rick@nf-law.com)) on behalf of  
Story Custom Development LLC dba Story  
Cottage

**PROPERTY ADDRESS/LOCATION:**

10982 & 10990 Brooks School Road  
13-15-03-00-00-013.001 & 13-15-03-00-00-013.000

**REQUEST:** Consideration of a rezone of .86 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions for a maximum square footage of 7,500 sqft and the memory care facility use.

**APPLICABLE REGULATIONS:**

City of Fishers Unified  
Development Ordinance

**EXISTING ZONING:**

R2 Residential

**FISHERS 2040:**

Suburban Residential

**Lot Size:** .86 Acres

**LOCATION MAP**



**STAFF RECOMMENDATION**

Favorable Recommendation

Unfavorable Recommendation

No Recommendation

**ZONING OVERVIEW:**

This property is zoned R2 Residential. The R2 District is intended to be provide for single-family homes in a lower density range of approximately 1.0 to 1.7 dwelling units per acre.



Zoning Map

**REZONING REQUEST:**

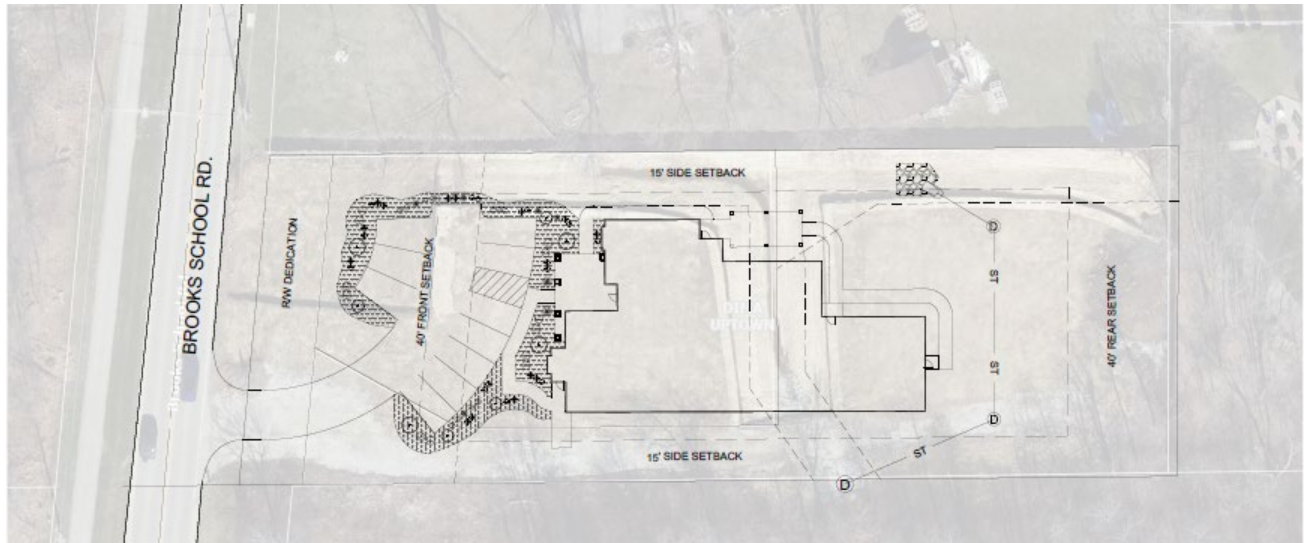
Rick Lawrence of Nelson & Frankenberger on behalf of Story Custom Development, LLC dba Story Cottage is requesting a rezone the property from R2 Residential to C-Low Commerical Low-Impact District to allow for a 7,500 square feet 12-bed memory care facility.

Commerical Low-Impact has the following permitted uses: office, beauty/hair salon, day spa, nail salon with a limitation of 4,500 square feet The intent of the zoning district is allow for residential “orphaned” lots, not part of a typical subdivision, along primary corridors to be redeveloped with low-impact commerical uses while retaining the residential character.

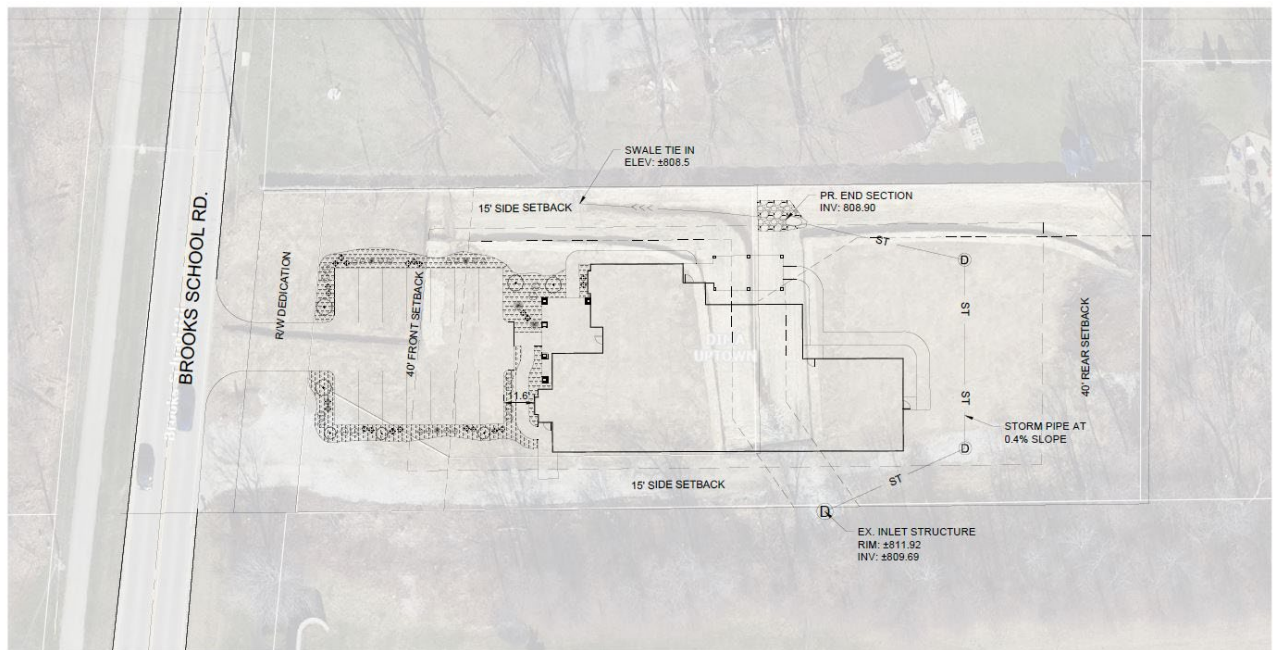
RZ-25-6  
December 15, 2025

This conditional zoning would allow for memory care as a use and an increase of the maximum square footage to 7,500 square feet. A preliminary site plan and elevation are included which would be required to be substantially similar and meet all other UDO requirements and standards. A single access drive would be permitted off Brooks School Road.

These two subdivided lots would be combined for the development.



Concept Site Plan



Revised Concept Site Plan included in the Ordinance, labeled as Exhibit C



*Proposed Elevation included in the Ordinance, labeled as Exhibit D*

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#### **PUBLIC COMMENTS:**

There was inquiry about the property from Lisa Carr, address not given, regarding the following questions:

- *Can you describe what constitutes a Low Commercial-Low Impact District with conditions?*
- *How many beds are anticipated?*
- *How many stories will this be?*
- *How many employees will work there?*
- *How many parking spaces will there be?*
- *How do you anticipate this will impact an already traffic-congested section of Brooks School Rd?*

Answers are below:

- *The C-Low Impact District is described above under **Rezoning Request***
- *Maximum of 12 beds*
- *Max height is 35 feet*
- *2-3 employees at any given time*
- *10 parking spaces*
- *No vehicular impact to the Brooks School Road is anticipated by the improvements, employees or visitors*

RZ-25-6

December 15, 2025

Additional public comments were received prior to Plan Commission:

Todd McMullen, President of the Breakwater Homeowners Association, with the common address of 415 Breakwater Drive, stated the following concerns:

- Compatibility with existing zoning and character
- Traffic and safety concerns
- Property values
- Noise, Lighting
- Emergency service calls

Malek Smadi, with the common address of 471 Breakwater Drive, stated the following concerns:

- Compatibility with existing zoning and character
- Traffic and safety concerns
- Property values

Kelly Battas with the common address of 11060 Desert Glen Drive stated the following concerns:

- Opposed the rezoning of the property

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### **Plan Commission:**

At the December 3, 2025 Plan Commission public hearing the following residents spoke in opposition to the rezone:

- Todd McMullen with the common address of 415 Breakwater Drive
- Matthew Branz with the common address of 9446 Ashlake Lane
- Jon Lalanne with the common address of 141 Breakwater Drive
- Mary Caito with the common address of 265 Breakwater Drive
- Paul Kirpatrick with the common address of 340 Breakwater Drive

At Plan Commission sends a favorable recommendation of 6-1 to City Council with the recommendation the applicant limit the use to only Memory Care.

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### **ORDINANCE CONDITIONS:**

These following conditions are outlined in the Ordinance:

- A. Use shall include Memory Care Group Home for adults; and
- B. Maximum floor area shall be 7,500 square feet; and

RZ-25-6  
December 15, 2025

- C. Substantially similar Site Plan as depicted in Exhibit C; and
- D. Substantially similar architecture as depicted in Exhibit D
- E. Commitment to be handled separately from the Ordinance and to be recorded with the property the only permitted use is Memory Care

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**STAFF RECOMMENDATION:**

While the comprehensive plan calls for Suburban Residential staff believes this use and zoning district is an acceptable reuse of the property by providing small scale memory care within our community, that keeps and maintains a residential character.

Staff will work with the applicant to review and approve the commitment limiting the use to memory care. This commitment will record on the property requiring any future property owners that wish to change the use to come before City Council.

Staff has a favorable recommendation.

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**STAFF RECOMMENDATION**

Favorable Recommendation       Unfavorable Recommendation       No Recommendation



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025		
<b>TITLE</b>	Consideration of a rezone of .86 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions for a maximum square footage of 7,500 sq ft and the memory care facility use at the common address 10990 Brooks School Road (RZ-25-6)		
<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"/> Executive		<input type="checkbox"/> Retreat
<b>AGENDA CLASSIFICATION</b>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution
<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 #: 111725F		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		<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 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>Rick Lawrence of Nelson &amp; Frankenberger on behalf of Story Custom Development LLC request a rezone of .86 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions.</p> <p>Conditions included a maximum square footage of 7,500 sq ft, memory care use for a Story Cottage Memory Care building, and a commitment by the property owner this will be the only use permitted.</p> <p>The rezone request has a common address is 10982 Brooks School Road and 10990 Brooks School Road.</p> <p>At the December 3, 2025 Plan Commission meeting the Plan Commission made a favorable recommendation 6-1.</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>	<p>November 17, 2025 - 1st Reading - City Council          Decemer 3, 2025 - Public Hearing - Plan Commission          December 15, 2025 - Proposed Final Reading - City Council</p>	
<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)	<p>1. Ordinance          2. Staff Report          3. Petitioner Packet</p>	



**RESOLUTION NO. R121525D**

**A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF  
PROPERTY CONTIGUOUS TO THE CITY OF FISHERS, INDIANA**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 0.44 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around November 17, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council now desires to adopt a Written Fiscal Plan for the Annexed Territory.

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

Section One: The Council hereby adopts the Fiscal Plan for Ketchum Property, as more particularly described in Exhibit C, attached hereto and incorporated herein. This Fiscal Plan is to be adopted prior to the adoption of the annexation ordinance for Ketchum Property.

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 this 15<sup>th</sup> day of December 2025.

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

**R121525D**

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025, at \_\_\_\_\_ m.

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

Jennifer L. Kehl, City Clerk

**MAYOR'S APPROVAL**

December 15, 2025

\_\_\_\_\_  
**Scott A. Fadness**

**DATE**

**MAYOR'S VETO**

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

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

This instrument prepared by: Christopher P. Greisl, 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." Christopher P. Greisl

**EXHIBIT A**  
*Legal Description of Real Estate*

Lot Numbered Twenty-six (26) and the West Half of Lot Twenty-seven (27) in Willow Crest, Addition 2<sup>nd</sup> Section, a Subdivision of a part of the Northeast Quarter of Section 24, Township 18 North, Range 4 East, in Delaware Township, Hamilton County, Indiana.

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

*8615 Willow Dr, Fishers, IN 46038*  
*Parcel No. 14-10-24-02-03-014.000*

**EXHIBIT B**  
*Graphic Depiction of Real Estate*



8615 Willow Dr, Fishers, IN 46038  
Parcel No. 14-10-24-02-03-014.000

**EXHIBIT C**

*Fiscal Plan*



**MEMORANDUM**

**Date:** December 15, 2025

**From:** Christy Cashin, Senior Planner

**To:** Members of the City Council

**Re:** Fiscal Plan – Ketchum Property

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This document shall serve as the official Fiscal Plan for Ketchum Property, a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

**(1) “The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency.”**

- A. Police Department – Currently, the Hamilton County Sheriff’s Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surrounding areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Public Works Department – The City of Fishers Public Works Department is already responsible for the maintenance of Willow Drive.

Trash collection will be handled through a City-wide contract with Republic Services and will be part of the tax base.

The sewage collection system for this property, once installed, will be handled by Fishers Sanitary System.

The Public Works Department also will be responsible for maintenance of the storm sewer system.

- D. Planning & Zoning Department – The Planning & Zoning Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Parks and Recreation – No new city parks are planned with this development. Although residents of the new subdivision will use city park facilities in the area, no direct additional costs will be incurred by the Parks and Recreation Department.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred as a result of this annexation.

**(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”**

The expenses for this property can be paid from the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

**(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”**

- Sewer service (City of Fishers) = 2026
- Water service (Citizens Energy Group) = N/A
- Electricity service (Duke Energy) = N/A
- Phone service (AT&T) = N/A
- Cable service (Comcast) = N/A

**(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”**

All such services would be provided to the property immediately upon the effective date of the annexation, which is 30 days following approval by City Council, and after the petition is recorded with the Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately January 15, 2026.

**(5) “That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”**

All such services would be provided to the property immediately upon the effective date of the annexation, which is typically 30 days following approval by the City Council, and after the petition is recorded with the

Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately January 15, 2026.

- (6) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2025 Tax Rate	2026 Tax Rate	2027 Tax Rate	2028 Tax Rate	2029 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	0	0	0.7215	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2025 (1 Homes)	2026 (1 Homes)	2027 (1 Homes)	2028 (1 Homes)	2029 (1 Homes)
City revenue	\$0	\$0	\$1775.61	\$1775.61	\$1775.61

- (8) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.”**

This annexation will not affect other “political subdivisions” in the county not part of this annexation.

- (9) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:”**

- (A) **“The name of the owner of the parcel.”**

Ketchum, Todd & Melinda Ketchum h&w

- (B) **“The parcel identification number.”**

County Parcel No. 14-10-24-02-03-014.000

- (C) **“The most recent assessed value of the parcel.”**

**14-10-24-02-03-014.000:** \$246,100 total gross assessed value (January 1, 2025)  
 \$64,000 assessed value: Land (January 1, 2025)  
 \$182,100 assessed value: Improvements (January 1, 2025)



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	Request to approve a resolution adopting the Fiscal Plan for the Ketchum Property (ANX-25-7).			
<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 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 #:		Resolution #: R121525D	
<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>The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners."</p> <p>The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners.</p> <p>In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.</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.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>November 17, 2025 - Proposed 1<sup>st</sup> Reading &amp; Public Hearing - City Council  December 15, 2025 - Proposed Final Reading &amp; Fiscal Plan - City Council</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	<p>Staff recommends that Council hold Final Reading and approve fiscal plan for the Ketchum property at 8615 Willow Dr, Fishers, IN (ANX-25-7).</p>	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<p>1. Resolution  2. Fiscal Plan</p>	



**RESOLUTION NO. R121525D**

**A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF  
PROPERTY CONTIGUOUS TO THE CITY OF FISHERS, INDIANA**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 0.44 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around November 17, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

WHEREAS, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council now desires to adopt a Written Fiscal Plan for the Annexed Territory.

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

Section One: The Council hereby adopts the Fiscal Plan for Ketchum Property, as more particularly described in Exhibit C, attached hereto and incorporated herein. This Fiscal Plan is to be adopted prior to the adoption of the annexation ordinance for Ketchum Property.

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 this 15<sup>th</sup> day of December 2025.


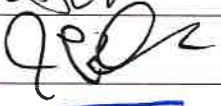


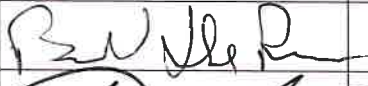
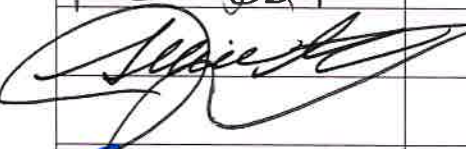



**COMMON COUNCIL OF THE CITY OF FISHERS,  
HAMILTON COUNTY, INDIANA**

**R121525D**

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of December 2025, at 7:40 m.

ATTEST:   
Jennifer L. Kehl, City Clerk



**MAYOR'S APPROVAL**

December 15, 2025  
**DATE**

  
**Scott A. Fadness**

**MAYOR'S VETO**

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

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

This instrument prepared by: Christopher P. Greisl, 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." Christopher P. Greisl

**EXHIBIT A**

*Legal Description of Real Estate*

Lot Numbered Twenty-six (26) and the West Half of Lot Twenty-seven (27) in Willow Crest, Addition 2<sup>nd</sup> Section, a Subdivision of a part of the Northeast Quarter of Section 24, Township 18 North, Range 4 East, in Delaware Township, Hamilton County, Indiana.

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

*8615 Willow Dr, Fishers, IN 46038*  
*Parcel No. 14-10-24-02-03-014.000*

**EXHIBIT B**  
*Graphic Depiction of Real Estate*



8615 Willow Dr, Fishers, IN 46038  
Parcel No. 14-10-24-02-03-014.000

**EXHIBIT C**

*Fiscal Plan*



**MEMORANDUM**

**Date:** December 15, 2025

**From:** Christy Cashin, Senior Planner

**To:** Members of the City Council

**Re:** Fiscal Plan – Ketchum Property

---

This document shall serve as the official Fiscal Plan for Ketchum Property, a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

**(1) “The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency.”**

- A. Police Department – Currently, the Hamilton County Sheriff’s Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surrounding areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Public Works Department – The City of Fishers Public Works Department is already responsible for the maintenance of Willow Drive.

Trash collection will be handled through a City-wide contract with Republic Services and will be part of the tax base.

The sewage collection system for this property, once installed, will be handled by Fishers Sanitary System.

The Public Works Department also will be responsible for maintenance of the storm sewer system.

- D. Planning & Zoning Department – The Planning & Zoning Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Parks and Recreation – No new city parks are planned with this development. Although residents of the new subdivision will use city park facilities in the area, no direct additional costs will be incurred by the Parks and Recreation Department.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred as a result of this annexation.

**(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”**

The expenses for this property can be paid from the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

**(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”**

- Sewer service (City of Fishers) = 2026
- Water service (Citizens Energy Group) = N/A
- Electricity service (Duke Energy) = N/A
- Phone service (AT&T) = N/A
- Cable service (Comcast) = N/A

**(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”**

All such services would be provided to the property immediately upon the effective date of the annexation, which is 30 days following approval by City Council, and after the petition is recorded with the Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately January 15, 2026.

**(5) “That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”**

All such services would be provided to the property immediately upon the effective date of the annexation, which is typically 30 days following approval by the City Council, and after the petition is recorded with the

Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately January 15, 2026.

- (6) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2025 Tax Rate	2026 Tax Rate	2027 Tax Rate	2028 Tax Rate	2029 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	0	0	0.7215	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2025 (1 Homes)	2026 (1 Homes)	2027 (1 Homes)	2028 (1 Homes)	2029 (1 Homes)
City revenue	\$0	\$0	\$1775.61	\$1775.61	\$1775.61

- (8) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.”**

This annexation will not affect other “political subdivisions” in the county not part of this annexation.

- (9) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:”**

- (A) **“The name of the owner of the parcel.”**

Ketchum, Todd & Melinda Ketchum h&w

- (B) **“The parcel identification number.”**

County Parcel No. 14-10-24-02-03-014.000

- (C) **“The most recent assessed value of the parcel.”**

**14-10-24-02-03-014.000:** \$246,100 total gross assessed value (January 1, 2025)  
 \$64,000 assessed value: Land (January 1, 2025)  
 \$182,100 assessed value: Improvements (January 1, 2025)



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	Request to approve a resolution adopting the Fiscal Plan for the Ketchum Property (ANX-25-7).			
<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 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 #:		Resolution #: R121525D	
<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>The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners."</p> <p>The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners.</p> <p>In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.</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.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>November 17, 2025 - Proposed 1<sup>st</sup> Reading &amp; Public Hearing - City Council  December 15, 2025 - Proposed Final Reading &amp; Fiscal Plan - City Council</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	<p>Staff recommends that Council hold Final Reading and approve fiscal plan for the Ketchum property at 8615 Willow Dr, Fishers, IN (ANX-25-7).</p>	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<p>1. Resolution  2. Fiscal Plan</p>	

**ORDINANCE NO. 111725G**  
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE  
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 0.44 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around November 17, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

WHEREAS, on or around December 15, 2025, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the Ketchum Property.

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

- Section 1.**            **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.
- Section 2.**            **Annexed Territory.** The real estate containing approximately 0.44 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Ketchum Property, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 3.**            **Council District.** The above-described real estate is hereby assigned to City Council District 2 and shall become a part thereof immediately upon the effective date of this ordinance.

**Section 4. Effective Date.** This ordinance shall be in full force and effect January 15, 2026 and as provided by Indiana law.

**Section 5.** All ordinances or parts thereof in conflict herewith are hereby repealed.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 15<sup>th</sup> day of December 2025.

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

**111725G**

**YAY**

**NAY**

**ABSTAIN**

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

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the 15<sup>th</sup> day of December 2025, at \_\_\_\_\_ m.

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

**MAYOR'S APPROVAL**

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

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

**MAYOR'S VETO**

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

December 15, 2025  
**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*

Lot Numbered Twenty-six (26) and the West Half of Lot Twenty-seven (27) in Willow Crest, Addition 2<sup>nd</sup> Section, a Subdivision of a part of the Northeast Quarter of Section 24, Township 18 North, Range 4 East, in Delaware Township, Hamilton County, Indiana.

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

*8615 Willow Dr, Fishers, IN 46038*  
*Parcel No. 14-10-24-02-03-014.000*

**EXHIBIT B**  
*Graphic Depiction of Real Estate*



8615 Willow Dr, Fishers, IN 46038  
Parcel No. 14-10-24-02-03-014.000



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	Request to approve a voluntary annexation of .44 acres known as the Ketchum Property. Subject site is generally located south of E Willow Drive at the common address of 8615 Willow Drive, with County parcel ID 14-10-24-02-03-014.000 (ANX-25-7).			
<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 #: 111725G		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	
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<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 property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners."</p> <p>The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners.</p> <p>In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.</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.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>November 17, 2025 - Proposed 1<sup>st</sup> Reading &amp; Public Hearing - City Council  December 15, 2025 - Proposed Final Reading &amp; Fiscal Plan - City Council</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	<p>Staff recommends that Council hold Final Reading for the Ketchum property at 8615 Willow Dr, Fishers, IN. (ANX-25-7).</p>	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<p>1. Ordinance</p>	



**ORDINANCE NO. 111725G**  
AN ORDINANCE ANNEXING CERTAIN REAL ESTATE  
TO THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 0.44 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around November 17, 2025, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

WHEREAS, on or around December 15, 2025, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the Ketchum Property.

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

- Section 1.**            **Contiguity.** The petition requesting voluntary annexation for the Annexed Territory, further described in Exhibit A, attached hereto and incorporated herein, and graphically depicted in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.
- Section 2.**            **Annexed Territory.** The real estate containing approximately 0.44 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the Ketchum Property, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 3.**            **Council District.** The above-described real estate is hereby assigned to City Council District 2 and shall become a part thereof immediately upon the effective date of this ordinance.

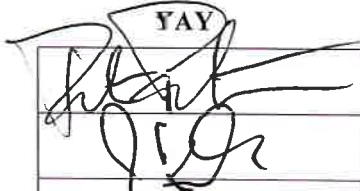
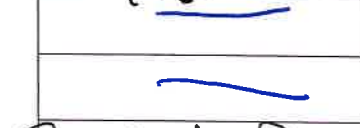
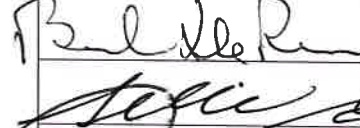


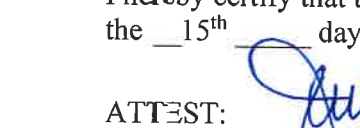
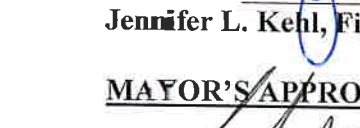
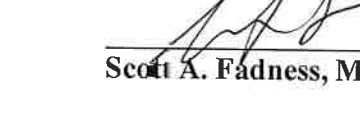
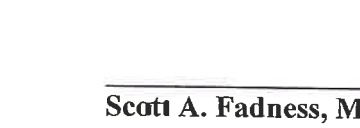
**Section 4.** **Effective Date.** This ordinance shall be in full force and effect January 15, 2026 and as provided by Indiana law.

**Section 5.** All ordinances or parts thereof in conflict herewith are hereby repealed.

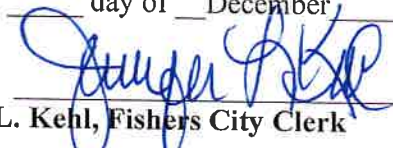
SO CRDAINED by the Common Council of the City of Fishers, Indiana, on this 15<sup>th</sup> day of December 2025.

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

**111725G**

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

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the 15<sup>th</sup> day of December, 2025, at 7:40 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 December 15, 2025



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*

Lot Numbered Twenty-six (26) and the West Half of Lot Twenty-seven (27) in Willow Crest, Addition 2<sup>nd</sup> Section, a Subdivision of a part of the Northeast Quarter of Section 24, Township 18 North, Range 4 East, in Delaware Township, Hamilton County, Indiana.

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

*8615 Willow Dr, Fishers, IN 46038*  
*Parcel No. 14-10-24-02-03-014.000*

**EXHIBIT B**  
*Graphic Depiction of Real Estate*



8615 Willow Dr, Fishers, IN 46038  
Parcel No. 14-10-24-02-03-014.000



# Council Action Form

<b>MEETING DATE</b>	December 15, 2025			
<b>TITLE</b>	Request to approve a voluntary annexation of .44 acres known as the Ketchum Property. Subject site is generally located south of E Willow Drive at the common address of 8615 Willow Drive, with County parcel ID 14-10-24-02-03-014.000 (ANX-25-7).			
<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 #: 111725G		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 type="checkbox"/> Document <b>does not need</b> recorded with the County Recorder's Office	
	<input checked="" 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>The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners."</p> <p>The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners.</p> <p>In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.</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.	Take no action
	4.	
<b>PROJECT TIMELINE</b>	<p>November 17, 2025 - Proposed 1<sup>st</sup> Reading &amp; Public Hearing - City Council  December 15, 2025 - Proposed Final Reading &amp; Fiscal Plan - City Council</p>	
<b>STAFF RECOMMENDATION</b> (Board reserves the right to accept or deny recommendations)	<p>Staff recommends that Council hold Final Reading for the Ketchum property at 8615 Willow Dr, Fishers, IN. (ANX-25-7).</p>	
<b>SUPPLEMENTAL INFORMATION</b> (List all attached documents)	<p>1. Ordinance</p>	



**To:** Pete Peterson, President  
**From:** Selina Stoller, Rules Committee Chair  
**Date:** December 15, 2025  
**Re:** 2026 City Council Boards & Commissions Appointments

---

Economic Development Commission

Appointment type	Appointing	Term
Resident	Maggie Sadler	2-year term

Fall Creek Board of Zoning Appeals (FCBZA)

Appointment type	Appointing	Term
Resident - Unincorporated FC Twp.	Rich Bassett	2-year term

Fishers YMCA Branch Board

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

Plan Commission

Appointment type	Appointing	Term
City Councilor	Tiffanie Ditlevson	Term of office

Planned Unit Development (PUD) Committee

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

Redevelopment Commission



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

Riverplace PUD Committee

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



**To:** Pete Peterson, President  
**From:** Selina Stoller, Rules Committee Chair  
**Date:** December 15, 2025  
**Re:** 2026 City Council Non-Standing Appointments

---

**Finance Committee**

John Weingardt  
Cecilia Coble  
Selina Stoller  
John P. DeLucia  
Bill Stuart

**Rules Committee**

John Weingardt  
Tiffanie Ditlevson  
Selina Stoller  
Bill Stuart



# Ritchey Woods Nature Preserve

Weed Wrangle - Nov. 22, 2025

24 volunteers removed 180 cubic yards (est.) of Bush Honeysuckle brush

Estimated Value: 75 volunteer hours x \$23/hr = \$1,725

**City Council  
Minutes  
December 15, 2025**

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

**BOARD/COMMISSION:** City Council Meeting

**DATE:** 12/15/2025

**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
  - Council President Pete Peterson called the meeting to order at 7:00 p.m. Present were John DeLucia, Brad DeReamer, Tiffanie Ditlevson, Selina Stoller, Todd Zimmerman, and Bill Stuart. John Weingardt and Cecilia Coble were absent.
  - Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, City Clerk Jennifer Kehl, Police Chief Ed Gebhart, Fire Chief Ky Ragsdale, Lisa Bradford, Ross Hilleary, Stephanie Perry, Ethan Lee, Megan Baumgartner, Jake Reardon-McSoley, Monica Heltz, George Lukes, Alise Cool, Cory Lewis, Lasima Packett, Mary Carlo, Amy Pervy, Todd McMullen, John LanLanne, Courtney Murray, Jim Williams, Tiffany and Mike Neylon, Dana Aljebaivi, Jumana Abdelhafez, and Larry Lannan.
2. Announcements: None
3. Proclamations: None
4. Presentations:
  - a. Hamilton Southeastern Girls Soccer
    - Mayor Scott Fadness and Council President presented the HSE State Champions Girl Soccer team with a certificate.
5. Department Reports
  - a. Health Department Report - Attached
6. Consent Agenda:
  - a. Request to approve the previous Fishers City Council meeting minutes from November 17, 2025.
  - b. 2026 RDC Spending Plan
  - c. R121525 - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.

- Tiffanie Ditlevson made a motion to approve the Consent Agenda. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

## REGULAR AGENDA

### Business/ Financial

7. R121525A - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health First Indiana Funds to the City of Fishers 2025 and 2026 Municipal Budget - Public Hearing
  - Lisa Bradford gave her presentation to the council members.
  - President Pete Peterson open the meeting for a Public Hearing. No one came forward and the Public Hearing was closed.
  - Selina Stoller made a motion to approve resolution R121525A. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
8. 121525 - An Ordinance Approving Short Term Loan Financing for Certain Equipment for the Fishers Wastewater Department - 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Reading
  - Lisa Bradford gave her presentation to the council members.
  - Tiffanie Ditlevson made a motion to suspend the rules and approve ordinance 121525 on the 1<sup>st</sup> Reading. Selina Stoller seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - John DeLucia made a motion to approve ordinance 121525. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
9. 121525A - A Request to Approve an Amendment to the 2026 Salary Ordinance - 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Reading
  - Ethan Lee gave his presentation to the council members.
  - Todd Zimmerman made a motion to approve ordinance 121525A on the 1<sup>st</sup> Reading. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - Todd Zimmerman made a motion to approve ordinance 121525A. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

### Economic Development

10. R121525B - A Request to Approve an Economic Development Agreement.
  - Megan Baumgartner gave her presentation to the council members.
  - Cory Lewis, CEO of INCOG came forward.
  - Todd Zimmerman made a motion to approve resolution R121525B. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

### Planning & Zoning

11. 111725F - Consideration of a rezone of .86 acres from R2 Residential District to C-Low Commercial Low-Impact District with Conditions for a maximum square footage of 7,500 sq ft and the memory care facility use at the common address 10990 Brooks School Road (RZ-25-6) - Final Reading **THIS ITEM WAS PULLED UNTIL NEXT MONTH.**

### Ketchum Annexation:

12. R121525D - Request to approve a resolution adopting the Fiscal Plan for the Ketchum Property (ANX-25-7)
  - Ross Hilleary gave his presentation to the council members.
  - Selina Stoller made a motion to approve resolution R121525D. Bill Stuart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
13. 111725G - Request to approve a voluntary annexation of .44 acres known as the Ketchum Property. Subject site is generally located south of E Willow Drive at the common address of 8615 Willow Drive, with County parcel ID 14-10-24-02- 03-014.000 (ANX-25-7) - Final Reading
  - Tiffanie Ditlevson made a motion to approve ordinance 111725G. Bill Stuart seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.

### REGULAR ITEMS

14. Any other Unfinished / New Business
  - Council President Pete Peterson made a motion to appoint John DeLucia as the 2026 President of the Council. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - Todd Zimmerman made a motion to appoint Tiffanie Ditlevson as Vice President of the Council. John DeLucia seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.
  - Council President Pete Peterson stated the Rules Committee met and sent to the full council for approval the 2026 Board and Commission appointments.

Selina Stoller made a motion to approve the 2026 Board and Commissions appointments. Tiffanie Ditlevson seconded the motion. There was no remonstrance, and all members voted yay. The motion passed.


**15. Community Comment**

- Bob Golobish (Parks Stewart of Ritchie Woods) of 7271 Wolffe Drive, Fishers came forward and spoke on the invasive plant clean up at Ritchie Woods.
- Tiffanie Ditlevson wanted to thank Jake Reardon McSoley and the parks department for a very nice and successful Jingle Bell Junction this past week.

**16. Meeting Adjournment**

- Todd Zimmerman made a motion to adjourn the meeting.
- The meeting was adjourned at 7:25 p.m.

Respectfully submitted,



Jennifer L. Kehl  
Fishers City Clerk

DATE: DECEMBER 15, 2025

PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1 George Lukes	12071 Spill Place DR
2 Alise Cool	INCOG
3 Doug Dreyhoff	INCOG BIOPTARMA
4 Cody Lewis	INCOG BIOPTARMA
5 Lasima Packett	Fisker's
6 Mary Carbo	Breakwater Dr
7 Amy Perry	106 Chippenham Ln
8 Todd McMullen	BREAKWATER HOA
9 Jon Lalanne	141 Breakwater
10 Ethan Lee	Staff
11 Sue Follmer	13857 Canyon Ln
12 Courtney Murray	11377 Talon Trail Fisker's
13 Jill Williams	11240 Hawthorn Rd
14 Tiffney Mike Neylon	11240 DESERT GLEN DR
15 Dana Aljebawi	Mayor's Youth
16 Jamana Abdelhuz	Mayor's Youth Academy
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## Fishers Health Department Update – 12/15/2025

### Health First Indiana

- HFI information available here <https://www.in.gov/healthfirstindiana/your-community-info/>.
- Fishers funding amount for 2026 reduced 73% to \$517,550.28.

### Community Health Assessment and Annual Report

- Three pillars of focus from community health assessment: Mental Health, Healthy Living, and Aging Well. Community Health Improvement activities include community input on strategy areas via pop-up tabling and online opportunities.

### Core Services:

- FHD clinic and administration now located at the Fishers Community Center at 11400 Johnson Farm Way.
- Clinical Services: High demand for Flu and COVID vaccines (207 appointments). Both are available at FHD for 6 months and older without a prescription. Increased interest in services at new location. We offer all vaccines for all ages, travel consults with travel vaccines and preventative medication prescriptions, testing and treatment for conditions such as TB, STIs, lead and others. [Schedule an appointment](#) with us.
- Health Education: Offering K-12 lessons in HSE schools and public health sessions for 3<sup>rd</sup> grade field trips. Completed third Mental Health First Aid training for Fishers Youth Initiative. Hosting Aging Well education series for older adults with 4 sessions in Dec. and Jan., and 3 sessions on Mental Health. More information [here](#). Educated over 24,000 individuals year-to-date.
- Environmental Health: Check the [Food Grade and Inspection Dashboard](#) for inspection reports. Food protection team has achieved FDA verification for standards 2, 3,7 in pursuit of full standardization. Certified Pool Operator course moved to early 2026 due to low registration sign up.
- Mental Health: [Stigma Free Fishers \(SFF\)](#) platform & [Community Resource List](#) remain active resources for community. December Wellness Wander is at Cumberland Park. Focuses on mental health, mindfulness and connection with nature. Hosted Second Annual International Survivors of Suicide Loss Day on 11/22 with 25 participants.
- Social Work: All emergency detentions referred to social worker. Fall prevention program continuing with great success – over \$1.6 million in direct and indirect cost savings since launch. Third *SteppingOn* fall prevention course being scheduled for Q1 2026 with 28 on waitlist.

### 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 December and January. More information [here](#).
- FHD hosting a food drive in partnership with area pantries- drop off donations at the Fishers Community Center.

### 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](#). This school year have awarded \$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 working on remaining \$10,000. Completed NACCHO grant serve as Peer Ambassador for innovative local epidemiological approaches to public health; waiting on \$20,000 award.
- All health department contracts are posted [here](#). Offered open nurse and school health liaison role to candidate and working with HR for start date.
- FHD Internship Program opportunities for 2026 now open.



Table 1. Select Metrics

<b>Services Overview</b>		
	<b>November 2025</b>	<b>Jan - Nov, 2025</b>
<b>Health Services</b>		
Communicable Disease Investigations	17	277
Routine Vaccination Appointments	279	2,364
Testing & Screening Appointments	24	325
Travel Clinic Appointments	17	121
<b>Fee Services</b>		
Birth Certificates (copies)	131	1,307
Death Certificates (copies)	764	6,237
Food Inspections	68	810
Pool Inspections	0	85
Other Environmental Inspections	1	37
<b>Health Education</b>		
Community Members Reached	2,479	24,016
Number of Sessions	25	227
<b>Public Health Social Work</b>		
Unique Residents Supported	107	1,159
Encounters for Service	126	1,605
Referrals to Community Resources	278	1,933
Emergency Detentions Supported	9	167
Fall Prevention In-Home Assessments	10	83
<b>Stigma Free Fishers Users</b>	<b>788</b>	<b>11,431</b>



**To:** Pete Peterson, President  
**From:** Selina Stoller, Rules Committee Chair  
**Date:** December 15, 2025  
**Re:** 2026 City Council Boards & Commissions Appointments

---

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



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Appointment type	Appointing	Term
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Resident	Drew Bender	1-year term



**To:** Pete Peterson, President  
**From:** Selina Stoller, Rules Committee Chair  
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John P. DeLucia  
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Tiffanie Ditlevson  
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Bill Stuart



# Ritchey Woods Nature Preserve

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