



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

Members of the public may [submit comments online](#) before 12pm on Monday, January 1, 0001.

BOARD/COMMISSION: City Council Meeting

DATE: 4/23/2024

DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

EXECUTIVE SESSION, 6:30p.m., Launch Fishers, Conference Room

- a. To conduct interviews and negotiations with industrial or commercial prospect or agents of industrial or commercial prospects in accordance with Ind. Code §5-14-1.5-6.1(b)(4).

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. Meeting Called to Order with the Pledge of Allegiance

2. Announcements

- a. None

3. Proclamations

- a. March Disability Awareness Month Video

4. Presentations

- a. Fishers Junior High School: We the People - State Champions
- b. 2024 Inclusion & Accessibility Awards
2024 Life Without Limits Awards - Stacey Oldham
2024 Cornerstone Employer Award - Lauren Hayes, Heartland Church

5. Council Committee Reports

- a. Finance Committee Report

6. Department Reports

- a. Health Department Report

7. Council Business

8. Consent Agenda

- a. Request to approve the previous City Council meeting minutes for Monday, February 18, 2024 and HSE and City Council Joint Meeting for March 14, 2024.
- b. R031824- A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: Council Action Form I Exhibit A I Resolution

9. Regular Agenda - Economic Development

- a. R031824C - A Request to Approve Project Agreement (Gray Eagle): Council Action Form I Exhibit A I Resolution

10. Regular Agenda - Budget/Financial

- a. R031824A - A Request to Approve Additional Appropriation (Sewer Availability Fund) - Public Hearing: Council Action Form I Exhibit A I Exhibit B I Resolution
- b. R031824B - A Request to Approve Additional Appropriation (Municipal Health Fund) - Public Hearing: Council Action Form I Exhibit A I Exhibit B I Resolution

11. Regular Agenda - Government/ Miscellaneous

- a. 031824A - A Request to Amend the City of Fishers Code of Ordinances to Add Chapter 132 (Loitering) - 1st Reading: Council Action Form I Ordinance

12. Regular Agenda - Planning & Zoning

- a. 031824B - Request to Vacate a utility easement within the Marsh Plat. Subject site is generally located north of 96th Street (VAC-24-1) - Public Hearing, 1st, 2nd and 3rd Reading: Council Action Form I Ordinance

13. Regular Items - Geist Community Center Annexation

- a. 031824C - Request to approve a voluntary annexation of 7.12 acres, known as the Geist Community Center property. Subject site is generally located north of E. 96th and west of Georgia Road, with a common address of 14500 E. 96th Street. (ANX-24-

1) - 1st Reading & Public Hearing: Council Action Form I Ordinance

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

15. **Regular Items - Community Comment**

16. **Regular Items - Meeting Adjournment**

**Fishers Finance Committee
Minutes
March 12, 2024**

BOARD/COMMISSION: City of Fishers Finance Committee

DATE: 3/12/2024

DIRECTIONS: Fishers [Pavilion](#) Conference Room (the standalone building behind City Hall)

FINANCE COMMITTEE MEETING, 5:00 p.m., Pavilion Conference Room

1. Meeting Called to Order

- Chairman John Weingardt called the meeting to order at 5:02 p.m. Present were Selina Stoller, Bill Stuart, John DeLucia, and Cecilia Coble. Others present were City Clerk Jennifer Kehl and Lisa Bradford.

2. Announcements: None

3. Consent Agenda

- a. Request to review the previous meeting memoranda:
 - I. [Minutes for February 19, 2024](#)
- b. **R031824** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds: [Council Action Form](#) | [Resolution](#) | [Exhibit A](#)
 - Selina Stoller made a motion to approve the Consent Agenda and send **R031824** to the full council for approval. Cecilia Coble seconded the motion. There was no remonstrance and the motion passed.

RESOLUTIONS:

4. **R031824A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Availability Funds to the City of Fishers Municipal Budget: [Council Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Lisa Bradford gave her presentation to the committee members.
 - Selina Stoller made a motion to send resolution **R031824A** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.
5. **R031824B** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Municipal Health Funds to the City of Fishers Municipal Budget: [Council Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)
 - Lisa Bradford gave her presentation to the committee members. made a motion to send resolution **R031824A** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.
 - Lisa Bradford gave her presentation to the committee members.
 - Bill Stuart made a motion to send resolution **R031824B** to the full council for approval. John Delucia seconded the motion. There was no remonstrance and the motion passed.

ORDINANCES:

6. None

Regular Items

7. Any other Unfinished / New Business
 - **None**
8. Meeting Adjournment
 - Bill Stuart made a motion to adjourn the meeting. Selina Stoller seconded the motion. There was no remonstrance and all members yay. The motion passed.
 - The meeting was adjourned at 5:07 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/>

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

Meeting - 03-12-2024

- I. Resolution R031824** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.

Committee Recommendation:

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

- II. Resolution R031824A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Availability Funds to the City of Fishers Municipal Budget.

Committee Recommendation:

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

- III. Resolution R031824B** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Municipal Health Funds to the City of Fishers Municipal Budget.

Committee Recommendation:

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



Fishers Health Department Update – 3/18/2024

Senate Enrolled Act 4 – “Health First Indiana” Governors Public Health Commission Legislation

- Budget for 2025 to be submitted to IDOH by 6/1/24.
- Funding for 2025 should be double the \$1,001,725.50 received in 2024.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.

Core Health Services

- Immunizations & Testing: 222 patients seen for immunizations and testing services in February with steady demand for tuberculosis testing (67). Seven COVID-19 and one blood lead test administered.
- 55 active reportable conditions managed at a steady pace and monitored for outbreak potential.
- More than halfway through credentialing process to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- 16 health education sessions offered in February to 2,176 individuals.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Over 9,008 unique users and 10,710 sessions since launch on May 1, 2023. Majority of users from Fishers and surrounding area, female, and younger than 25 years of age. Most common features used are mental health assessments around depression and anxiety, and 702 unique resources used.

Environmental Health & Inspections

- New food inspector trained.
- Use the [Food Grade and Inspection Dashboard](#) to view grades and inspection reports. To date in 2024, graded 116/359 permanent establishments (98 A, 8 B, 7 C). Graded 4/27 food trucks (4 A). Graded 0/7 temporary establishments.
- Anticipate statewide food code change to take effect on or around July 1, 2024. Planning a communication and outreach plan for local operators as more information becomes available.



Community Outreach and Social Media

- PLAID, communications agency hired, to roll out new look for FHD starting with April social media. Be on the lookout!



Public Health Social Work

- In February, 150 individuals referred to social work program. Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more.
- All FPD emergency detention individuals automatically referred to social worker for enhanced support on mental health crises; 28 individuals year to date.
- Fall prevention program recruiting individuals with recent falls from FPD EMS calls. Conducting in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home. Currently coordinating evidence-based Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being launched in clinic on February 19, 2024. Program offers on-site social work support to any clinic patient. To date, 51 individuals have
- completed the needs assessment requesting support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy.

Grants and Funding:

- Grant funding request submitted for Vaccines for Children federal program for third year. This funding has supported nursing and outreach staff, in addition to vaccines for uninsured and underinsured clients.
- Health department finalizing grant application process for school-based student-led clubs to conduct health-focused or service-focused initiatives. Awards up to \$500 available.
- Health department finalizing contracts for awards to community agencies focused on access to care and prevention efforts.

Open Positions

- Host site for Indiana Public Health Association Summer 2024 Internships. 41 applications submitted. Scheduling interviews during March to select one intern for start in May 2024.

JOINT MEETING BETWEEN THE COMMON COUNCIL
FOR THE CITY OF FISHERS AND THE BOARD OF SCHOOL TRUSTEES OF
HAMILTON SOUTHEASTERN SCHOOL CORPORATION

Meeting Minutes
March 14, 2024

***Livestreaming is available via the Hamilton Southeastern School Corporation's page: <https://www.hseschools.org/board/live-board-meetings>**

President Dr Juanita Albright called the meeting to order at 6:00 p.m. Present were Ben Orr, Suzanne Thomas, Tiffany Pasco, Dawn Lang, Sarah Donsbach, Sarah Parks-Reese, Mayor Schott Fadness, Cecilia Coble, Selina Stoller, Brad DeReamer, Todd Zimmerman, Tiffanie Ditlevson, Pete Peterson, John Weingardt, John Delucia, Bill Stuart, City Clerk Jennifer Kehl, Superintendent Patrick Mapes and Chris Greisl. Others present were Elliott Hultgren, Matt Kegley, Danielle Feters Thompson, Ryan Taylor, Brian Murphy, Larry Lannan, Jordin Alexander, Jake Reardon-McSoley, Chief Ed Gebhart, Chief Steve Orusa, Melissa Deckert, Lindsey Bennett, Mike Johnson, Eric Steiner, Megan Baumgartner, Monica Heltz, Tracy Gaynor, Mitch List, Jim Hallett, and Megan Barber.

A. Superintendent Patrick Mapes gave a few opening comments.

B. Community Based Learning

- Marissa Deckert, Director of Parks and Recreation discussed partnerships with HSE and Conner Prairie.
- Nature First began in 2014 for 1st grade students.
- Conner Prairie was added in 2018 with 4th grade students.
- Farm 2 Table for 2nd grade students and Make 5 for with grade students was added in 2021.
- Local Government for 3rd grade students was added in 2023.
- The total of student who have participate annually is 7400 students.
- Mayor Scott Fadness stated that restrooms will be added to the AgriPark by this fall.

C. Innovation Grants Update

- Jordin Alexander, Chief of Staff discussed the \$500,000 innovation grant. The grants are allocated toward professional development and initiatives to jump start and enhance innovation in the classroom for HSE teachers. Teachers and educators within HSE Schools may apply for grants to support innovative learning projects in the classroom. Several former HSE teachers are on the committee for the grant process. Justin with HSE assists in the process. 11 applications were submitted this year.
- Mayor Fadness stated these grants are transformative funding and doesn't compete with the HSE Foundation grants, just compliments them.

D. SRO's in Schools

- Chief Ed Gebhart, Chief of Fishers Police Department stated there are currently 11 SRO in the schools, 40 participants in the Police Cadet Academy for ages 14-18, and are in the 20th Academy for the Teen Academy.
- The 1st Teen Academy was in 2004.
- The 1st Cadet Academy was added in 2009.
- They have provided an Active Shooter Video and Mass Casualty Multiagency Response Training.
- The police department have hired 2 individuals from the Cadet Academy.

E. Public Health in Schools

- Monica Heltz, Director of Public Health stated they have provided Health Education to around 10,000 students from kindergarten, 3rd Grade, and 6th Grade.
- Staff Training Support
- School Health Liaison and Support for Student Health
- Support for Student Led Public Health
- They offer Club Grants. These are small Grants to Support Student-Led Efforts Related to Community Service Actions (Max \$500/Calendar Year).
- The Health Department provides training for the use of Narcan. The medication is available at the Health Department.

F. HSE Land Maintenance

- Eric Steiner, Assistant Director of DPW stated the services provided for the 23 school properties uses 32 DPW staff.
- Services Provided:
 - Mowing of all lawn areas
 - Turf Fertilization Treatments (2x/year)
 - Maintain Varsity and JV Sports Fields
 - Irrigation Start Up and Winterization Services
 - Pruning
 - Sidewalk Edging
 - Limbing Up of Trees
 - Pick up Trash
 - Snow Removal Services of Parking Lots
 - Partner with HSE Facility Maintenance on all other services required for outdoor maintenance.

G. Academy Overview

- Mayor Scott Fadness spoke on the academy's the city provided.
- Mayor's Youth Academy
- Public Health Teen Academy
- Police Teen Academy
- Fire Spring Break Academy

Fire Chief Steve Orusa came forward and stated this is the first time offering this academy. It will be for 3 days. The children are selected from students in the district that are on the free lunch or reduced lunch program and are

selected by HSE teachers. This year 27 students were chosen from Fishers Elementary and New Britton Elementary.

- o Each day the students will be provided with breakfast, a snack, and hot lunch. When they graduate on the 3rd day they will be provided with a sack of groceries.

- Police Cadet Academy
- Any student in the HSE school district may participate.

H. Event Center

- Mitch List the manager of the facility and Jim Hallett the owner of Indy Fuel and Fishers Freight spoke about the activities and events happening at the event center.
- There will be 58 home games between the Indy Fuel, Fishers Freight, and Indy Ignite.
- They will also offer the facility for Graduation, Mudsock Boy's & Girl's Basketball Games as well as Additional Opportunities.
- Concessions will be run by ASM Management. They will offer local not for profits the opportunity to help in concessions.
- Ben Orr asked if they would consider hosting some of the schools' performing arts and band competitions. Robotics was also asked about. Mitch List said they would consider it.
- The facility seats about 7500 depending on the event.
- Jim Hallett stated he and his family became proud US Citizens in 2003.
- He offered the Indy Fuel Mascot and players to come to visit classrooms. They also offer intern programs.
- Fishers Freight games will begin in May of 2025.

I. Closing Comments

- Mayor Scott Fadness is open to additional opportunities to collaborate with the school district.
- Members of the city council introduced themselves to the school board.
- Dr. Juanita Albright Adjourned the meeting at 7:15 p.m.

Slide Presentation from tonight's meeting is attached [HERE](#).

Respectfully submitted,



Jennifer L. Kehl

Fishers City Clerk

HSE SCHOOLS + CITY OF FISHERS JOINT BOARD MEETING

3/14/2024

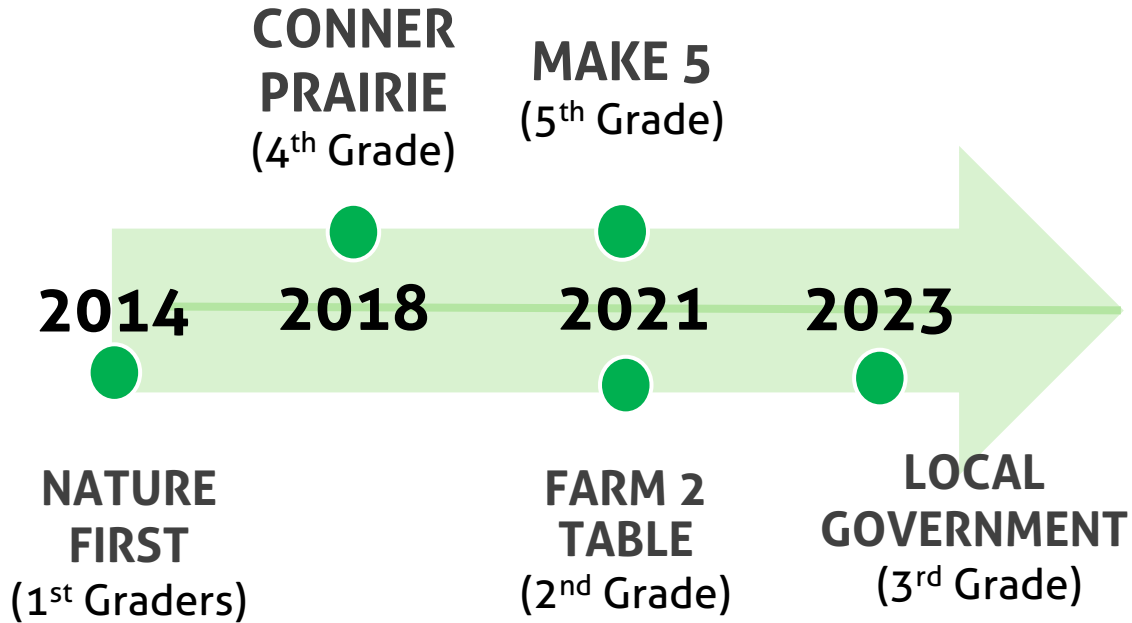




COMMUNITY BASED LEARNING

Marissa Deckert,
Director of Parks & Recreation

TIMELINE



7,400 STUDENTS ANNUALLY

17,900 VISITS ANNUALLY

5 DEDICTED FISHERS
PARKS STAFF

COMMUNITY BASED LEARNING

PROGRAM SUCCESSES:

🌿 Nature First (1st Grade):

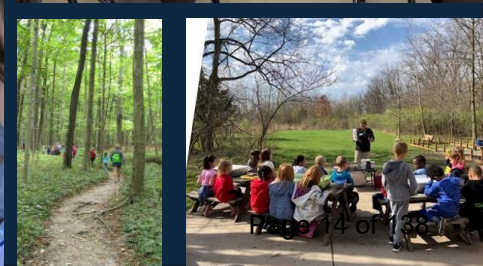
- 2024 Partnership with RWNP Stewardship Program
- 14 Professionally Produced Nature First Videos to Support Curriculum in Class
- 3 Dedicated Fishers Parks Staff

🌿 Farm 2 Table @ AgriPark (2nd Grade):

- 2 HSEF Grants (Greenhouse & Hydroponics Grant)
- Duke Energy Grant (Hydroponics system)
- Brooks School Elementary received Grant (Additional Greenhouse)
- New Britton Elementary City/HSE partnership (Chicken Coops)

🌿 Make 5 @ Maker Playground (5th Grade):

- 2 HSEF Grants (Glow Forge Laser Cutter & STEM Robotic Arms)
- 10 Dedicated COF Volunteers (Support Hands-On Learning)
- 3200 Woodworking Projects Completed
- Introduced Power Tools and Drill Press to Woodworking





EDUCATOR INNOVATION GRANT PROGRAM

- \$500K allocated toward professional development and initiatives to jump start and enhance innovation in the classroom for HSE teachers
- Teachers and educators within HSE Schools may apply for grants to support innovative learning projects in the classroom

\$500K

Allocated in 2024 Budget



2024

11

CURRENT SROs

40

POLICE CADET ACADEMY PARTICIPANTS

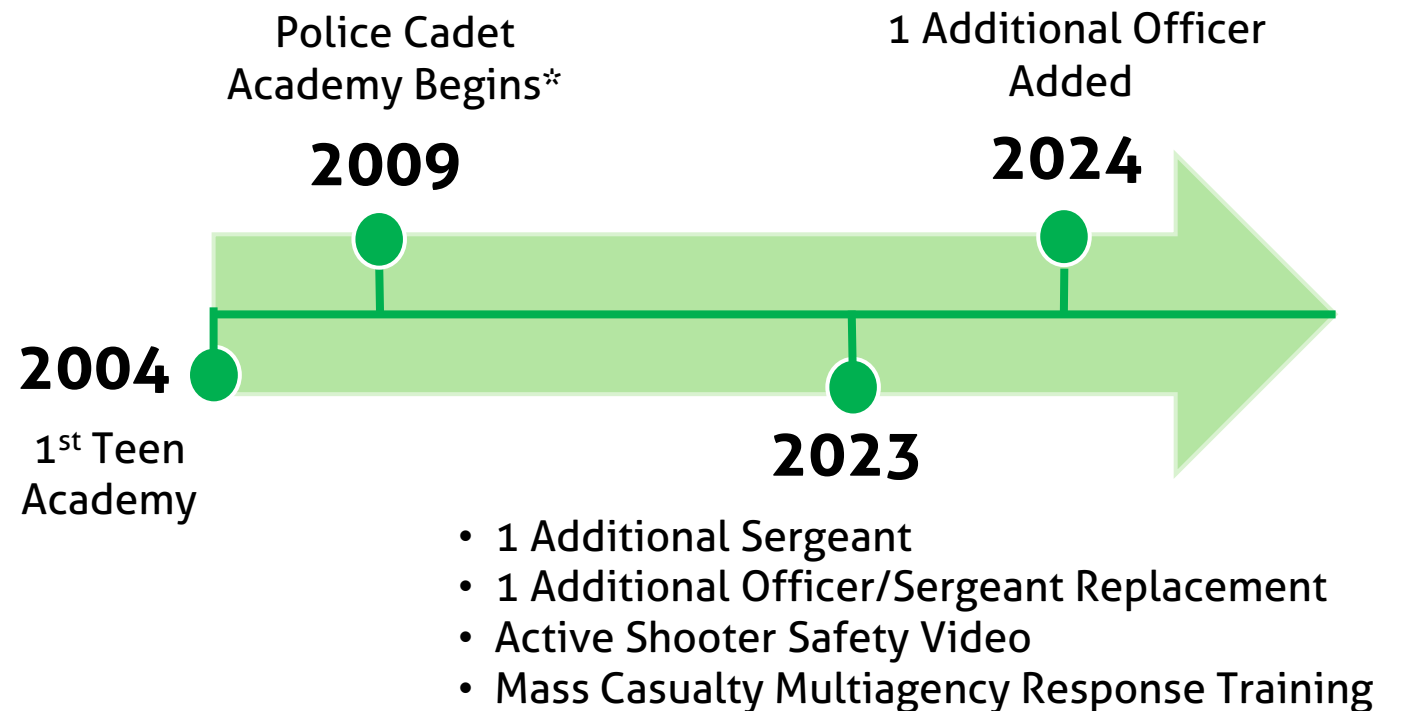
20th

TEEN ACADEMY SESSION

FISHERS PD PARTNERSHIP WITH HSE SCHOOLS

Ed Gebhart, Chief of Police

SCHOOL SAFETY, MENTAL HEALTH, CRIME PREVENTION



*We have hired two cadets out of the program

SCHOOL RESOURCE OFFICERS

Ed Gebhart, Chief of Police

SUPPORTING SAFE LEARNING ENVIRONMENTS IN
OUR COMMUNITY'S SCHOOLS

Current SROs

- Officer Matt Ruhnow
- Office Kyle Johns
- Officer Kevin Sutton
- Officer Dave Pyle
- Officer Alicia Ahnert
- Officer Shaun Williams
- Officer Adam Shanks
- Officer Matt Madden
- Sgt. Pierre Berry
- Sgt. Christopher Owens
- Lt. Andy Burks



Fishers Health Department

Monica Heltz, Director of Public Health

COLLABORATION WITH HSE SCHOOLS

- Health Education in Classrooms
- Staff Training Support
- School Health Liaison and Support for Student Health
- Support for Student Led Public Health

CLUB GRANTS

1. Small Grants to Support Student-Led Efforts Related to Community Service Actions (Max \$500/Calendar Year)
2. Rolling Applications
3. Finalizing Criteria & Application Process



GROUNDS MAINTENANCE PARTNERSHIP

Eric Steiner, Assistant Director of Public Works

SERVICES PROVIDED:

- Mowing of all lawn areas
- Turf Fertilization Treatments (2x/year)
- Maintain Varsity and JV Sports Fields
- Irrigation Start Up and Winterization Services
- Pruning
- Sidewalk Edging
- Limbing Up of Trees
- Pick up Trash
- Snow Removal Services of Parking Lots
- Partner with HSE Facility Maintenance on all other services required for outdoor maintenance



32

DPW STAFF

23

SCHOOL PROPERTIES +
ADMIN & BUS BARN

CITY OF FISHERS STUDENT ACADEMIES

Mayor Fadness

Active Academies:

- Mayor's Youth Academy
- Public Health Teen Academy
- Police Teen Academy
- Fire Spring Break Academy
- Police Cadet Academy





FISHERS EVENT CENTER

Mitch List & Jim Hallett

A VENUE FOR OUR COMMUNITY

Professional Sports

- Indy Fuel
- Fishers Freight
- Indy Ignite

A Community Amenity

- Graduation
- Mudsock Boy's & Girl's Basketball Games
- Additional Opportunities



CLOSING DISCUSSION

MAYOR FADNESS

- Opportunities for additional collaboration?





**Fishers City Council
Meeting Minutes
February 19, 2024**

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

BOARD/COMMISSION: City Council Meeting

DATE: 2/19/2024

DIRECTIONS: Launch Fishers, 12175 Visionary Way, Fishers, Indiana 46038

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Launch Fishers, Auditorium

1. Meeting Called to Order with the Pledge of Allegiance

- Council President Cecilia Coble called the meeting to order at 7:01 p.m. Present were Selina Stoller, Pete Peterson, John Weingardt, Todd Zimmerman, Bill Stuart, John Delucia, Tiffanie Ditlevson, and Brad DeReamer. Others Present were City Clerk Jennifer Kehl, Deputy Mayor Elliott Hultgren, Chris Greisl, Ashley Elrod, Megan Baumgartner, Ross Hilleary, Jordin Alexander, Tracy Gaynor, Jake McSoley Reardon, Hatem Mekky, Kevin Martin, Robert Slaughter, Brian Eversman, Charlie Mattox, Austin Vanscoik, Laura, Chris Feteloll, Peter Tayloe, Dina Taylor, Mike Janes, Mike Taylor, Melody Landis, Lauren Hand, Alex Yu, Andy Burke, Caleb Ritter, Mitchell Harsin, Sue Anthony Follner, Joyce Slusher, Ross Reinhardt, Steve Hannon, Tom Tiegen, Lorilyn Price, Evan Lowe, Josh Huser, Elliott Birch, Greg Weesner, Matt Simmonds, Assistant Chief Lucas Gannon, Chief Ed Gebhart, Carver Keslee, Benjamin and Lee Black. Mayor Scott Fadness was absent.

2. Announcements:

- Cecilia Coble announced that March is Disability Awareness Month. The city has been active since 2016. March 1st kicks off the celebration with an event at Launch Fishers at 8:30 a.m.

3. Proclamations:

- None

4. Presentations:

- a. Service Award - Luke Gannon (25 years)
- Chief Ed Gebhart presented Assistant Chief Luke Gannon his award for his 25 years of service to Fishers Police Department.

5. Council Committee Reports

a. Finance Committee Report

- The Finance Committee met at 6:30 p.m. on February 19, 2024. The Finance Committee unanimously voted to send resolution R021924 to the full council for approval.
- Forbis, the accounting firm for the city will begin the audit in May or June. The previous audit was good.

6. Department Reports

- a. Health Department Report - **REPORT**

7. Consent Agenda:

- a. Request to approve the previous meeting [Minutes from Monday, January 16, 2024.](#)
 - b. **Ro21924** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds: [Council Action Form](#) | [Exhibit A](#) | [Resolution](#)
SIGNED ADOPTION
 - c. Request to approve Council appointments to non-standing committees. - [2024 Committee Appointments](#) | [Minutes from the February 14, 2024 Rules Committee Meeting.](#)
- Pete Peterson made a motion to approve the consent agenda. Tiffanie Ditlevson second the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR AGENDA

Government/ Miscellaneous

8. **021924** - An Ordinance of the City of Fishers, Indiana Amending Section 35.30 of the City of Fishers Code of Ordinances (Fee Schedule- Police Department) - **1st Reading:** [Council Action Form](#) | [Ordinance](#) **SIGNED ADOPTION**
 - Chief Ed Gebhart made his presentation to the city council members.
 - This ordinance will allow for the increase in fees for video footage. The new fee will be \$.56 per minute up to \$150. If the city attorney needs to assist in process the fee will be \$.84 per minute up to \$150.00
 - Pete Peterson made a motion to suspend the rules and approve the ordinance on the first reading. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
 - Pete Peterson made a motion to approve ordinance **021924** on the first reading. John Weingardt seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

Planning & Zoning

9. **121823** - Consideration of a rezone of 5.67 Acres from PUDM (Sandstone Gray Eagle PUD) to R3 Residential for the expansion of the Traders Point Fishers Church (RZ-23-7) - **Final Reading:** [Council Action Form](#) | [Exhibit A](#) | [Ordinance](#) **SIGNED ADOPTION**
 - Ross Hilleary made his presentation to the city council members.
 - Cecilia Coble asked if there is sound proofing in the church to control the noise. Ross Hilleary responded yes.
 - Pete Peterson asked the residents that have complaints of the noise from the church to call the police department so they can come out and do a noise reading.

- John Weingardt made a motion to approve ordinance **121823**. Todd Zimmerman seconded the motion. There was no remonstrance and all members voted yay.
- 10. 121823A** - Consideration of a text amendment to the Unified Development Ordinance to remove Section 4.2.1. Commercial Use Limit overlay (TA-23-6) - **Final Reading:** [Council Action Form I Ordinance](#) **SIGNED ADOPTION**
- Ross Hilleary made his presentation to the city council members.
 - Pete Peterson made a motion to approve ordinance **121823A**. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The motion passed.
- 11. 011624** - Annual update to the Fishers 2040 Comprehensive Plan. The Fishers 2040 Plan creates long-range planning goals for land use, housing and neighborhoods, transportation, and parks. Staff will provide updates on the status of the objectives and actions outlined in Chapter 6 Summary & Implementation. (Case TA-24-1) - **Final Reading:** [Council Action Form I Exhibit A I Exhibit B I Exhibit C I Ordinance](#) **SIGNED ADOPTION**
- Ross Hilleary made his presentation to the city council members.
 - Pete Peterson made a motion to approve ordinance **011634**. Tiffany Ditlevson seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

REGULAR ITEMS

- 12.** Any other Unfinished / New Business:
- None
- 13.** Community Comment:
- Robert Slaughter came forward to announce his candidacy for the 5th district Congressional seat as an Independent. He needs signatures to get on the ballot.
- 14.** Meeting Adjournment:
- Pete Peterson made a motion to adjourn the meeting. Selina Stoller seconded the motion. There was no remonstrance and all members voted yay. The meeting was adjourned at 7:27 p.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk.

DATE: FEBRUARY 19, 2024

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	RUBY STAUCHER	
2	BRIAN EVERS MAN	TRADERS POINT CHRISTIAN CHURCH
3	Charlie Mattox	CrossRoad Engineers
4	Austin Van Scoyk	11331 Knights bridge Ln
5	LAURA	WATERFORD GARDENS HOA
6	Chris Fetelell	Timber Springs
7	Peter Taylor	Fishers Gov't Academy
8	Dina Taylor	Fishers Gov't Academy
9	Mike Jones	Fishers Police
10	Mike Taylor	Fishers Police
11	Melody Landis	Traders Point Christian Church
12	Lauren Hand	Mayor's Youth Academy
13	Alex Yin	Mayor's Youth Academy
14	Andy Burk	Fishers Police
15	Caleb Ritter	Mayor's Youth Academy
16	Mitchell HOSIN	Mayor's Youth Academy
17	Sue Anthony Follmer	13857 Resing Woods
18	Hatem Nefry	Fishers
19	Joyce Slusher	12876 Mondavi
20	Ross Reinhardt	Resident
21	Steve Hannon	Fishers
22	TOM TEITGEN	12940 FAUNS RIDGE, FISHERS
23	Lorilyn Price	10784 Bay Ln Fishers
24	Erica	10257 Follmer's way
25	Josh Huser	12863 Shakespeare Way
26	Erin Burren	12256 POPP AR BOND BLVD
27	Craig Hean	Fishers
28	Matt Simmons	FPD
29	Carver Kestler	Fishers
30	Benjamin Black	Fishers

**Rules Committee
Minutes
February 14, 2024**

BOARD/COMMISSION: City Council Rules Committee
DATE: 2/14/2024
DIRECTIONS: Pavilion Conference Room
10 Municipal Drive
Fishers, IN 46038

CITY COUNCIL RULES COMMITTEE, 9:00 A.M., PAVILION CONFERENCE ROOM:

1. Meeting Called to Order.
 - Chairman Selina Stoller called the meeting to order at 9:07 a.m. Present were John Weingardt and Bill Stuart. Cecilia Coble was absent. Others present were City Clerk Jennifer Kehl and Maryann Krutsick.
2. Request to review the previous meeting memoranda: [Meeting Minutes September 20, 2023](#).
 - Selina Stoller made a motion to approve the minutes from the September 20, 2023, meeting. John Weingardt seconded the motion. Bill Stuart abstained. The motion was 2-Yay and 1-Abstained. The motion passed.
3. Review of process.
 - Selina Stoller went through the process for online applications and how the appointments are made. All applications will be kept two years after they are received.
4. A Request to approve [2024 Council Appointments](#).
 - John Weingardt made a motion to approve the 2024 Council Appointments. Bill Stuart seconded the motion. There was no remonstrance and the motion passed.
5. Meeting adjournment.
 - Bill Stuart made a motion to adjourn the meeting. John Weingardt seconded the motion. There was no remonstrance and the motion passed. The meeting was adjourned at 9:10 a.m.

Respectfully submitted,



Jennifer L. Kehl
Fishers City Clerk



To: Cecilia Coble, President
From: Selina Stoller, Chair Rules Committee

Re: 2024 City Council Boards & Commissions Appointments

Board of Zoning Appeals (FCBZA) Fishers

Appointment type	Appointing	Term
Resident	Rich Bassett	2 year term

Economic Development Commission

Appointment type	Appointing	Term
Resident	Maggie Sadler	2 year term

Fishers YMCA Branch Board

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

Plan Commission

Appointment type	Appointing	Term
City Councilor	Selina Stoller	
City Councilor	Pete Peterson	
City Councilor	Brad DeReamer	

Planned Unit Development (PUD) Committee

Appointment type	Appointing	Term
City Councilor	Pete Peterson	1 year term



Police Merit Commission

Appointment type	Appointing	Term
Citizen	Bryan Babb	2 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	Shawn Curran	1 year term
Resident	Drew Bender	1 year term



Fishers Health Department Update – 2/19/2024

Senate Enrolled Act 4 – “Health First Indiana” Governors Public Health Commission Legislation

- Funding received from county in amount of \$1,001,725.50.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.

Core Health Services

- Immunizations & Testing: 302 patients seen for immunizations and testing services in January with increasing demand for tuberculosis testing (80).
- 62 active reportable conditions managed at a steady pace and monitored for outbreak potential.
- Currently engaged in credentialing process to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- 10 health education sessions offered in January to 982 individuals.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Over 8,098 unique users and 9,637 sessions since launch on May 1, 2023. Majority of users from Fishers and surrounding area, female, and younger than 25 years of age. Most common features used are mental health assessments around depression and anxiety, and 648 unique resources used.

Environmental Health & Inspections

- Addition of food inspector funded by Health First Indiana state funds facilitating timeliness and quality assurance efforts.
- Check out the [Food Grade and Inspection Dashboard](#) for most recent grades and inspection reports. New to 2024 is food grade assignment to temporary establishments and food trucks



Community Outreach and Social Media

- Contract in place with PLAID Agency, currently actively surveying health communication preferences from community. All community members invited to complete the survey [here](#).

Grants and Funding:

- Awarded funding from FDA for third year to implement national retail food regulatory standardization program. Funding supports ongoing program development and assurance, and training for inspectors.
- Submitting grant funding request for Vaccines for Children federal program for third year. This funding has supported nursing and outreach staff, in addition to vaccines for uninsured and underinsured clients.

Open Positions

- Filled open Public Health Nurse position.
- Onboarded two undergraduate Public Health interns. One focusing on health education and one as epidemiology intern.
- Host site for Indiana Public Health Association Summer 2024 Internships. More information available via QR



RESOLUTION NO. R031824

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

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

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

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

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

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

Section 2. This Resolution shall be in full force and effect from and upon its passage and in accordance with Indiana law.

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 18th day of March, 2024.

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

R031824

YAY

NAY

ABSTAIN

	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 _____ 2024 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

City of Fishers



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024 03	38	03/04/2024	HDCoAg	R031824	BUA SchlPrSupp	1	1			
1	27055058	43100		Grants - Health Department	Professional Services		-5,000.00	-5,000.00	-10,000.00	
	2705.501.58.000.43100.				Supp for Schl Health Prgrm Prj	03/04/2024				
2	27055058	42200		Grants - Health Department	Operating Supplies		.00	5,000.00	5,000.00	
	2705.501.58.000.42200.				Supp for Schl Health Prgrm Prj	03/04/2024				
** JOURNAL TOTAL								0.00		

City of Fishers

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			
2024	3	38									
BUA	27055058-43100							Professional Services	5		5,000.00
	03/04/2024	SchlPrSupp	HDCoAg	R031824				T Supp for Schl Health Prgrm Prj	5		
BUA	27055058-42200							operating Supplies	5	5,000.00	
	03/04/2024	SchlPrSupp	HDCoAg	R031824				T Supp for Schl Health Prgrm Prj	5		
								JOURNAL 2024/03/38	TOTAL	.00	.00

City of Fishers



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

City of Fishers

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valois1

PA JOURNAL	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
SOURCE PROJECT STRING								
17	03/04/2024	2024/03/38						
BUA 21221005 .PROFSE.			HDCoAg	R031824		T SchlPrSupp	5	-5,000.00
BUA 21221005 .Supp .			HDCoAg	R031824		T SchlPrSupp	5	5,000.00
						21221005 TOTAL:		.00
** END OF REPORT - Generated by Lorena Valois **								

City of Fishers



BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
ACCOUNT					LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024	03	363 03/12/2024	PWPayr	R031824	BUA PWProfSvc	1 1				
1	10109012	41113		General Fund - PW Buildings	FT Salaries		707,919.00	-100,000.00	607,919.00	
	1010.901.92.000.41113.				Pay for expenses		03/12/2024			
2	10109012	43100		General Fund - PW Buildings	Professional Services		3,017,510.00	100,000.00	3,117,510.00	
	1010.901.92.000.43100.				Pay for expenses		03/12/2024			
3	10106192	42200		General Fund - IC/BLDG MNT	Operating Supplies		687,085.00	-100,000.00	587,085.00	
	1010.610.92.000.42200.				Pay for expenses		03/12/2024			
4	10109012	43100		General Fund - PW Buildings	Professional Services		3,017,510.00	100,000.00	3,117,510.00	
	1010.901.92.000.43100.				Pay for expenses		03/12/2024			
** JOURNAL TOTAL								0.00		

City of Fishers

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
2024	3	363													
BUA	10109012-41113									FT Salaries		5			100,000.00
	03/12/2024	PWProfSvc	PWPayr	R031824						Pay for expenses		T			
BUA	10109012-43100									Professional Services		5		100,000.00	
	03/12/2024	PWProfSvc	PWPayr	R031824						Pay for expenses		T			
BUA	10106192-42200									Operating Supplies		5			100,000.00
	03/12/2024	PWProfSvc	PWPayr	R031824						Pay for expenses		T			
BUA	10109012-43100									Professional Services		5		100,000.00	
	03/12/2024	PWProfSvc	PWPayr	R031824						Pay for expenses		T			
JOURNAL 2024/03/363											TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031824	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head		☒ Controller's Office
	☒ Department Head		☒ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☐ Mayor		☒ Other: Corresponding Department Heads
	☐ Legal Counsel – <i>Name of Reviewer:</i>		
BACKGROUND (Includes description, background, and justification)	A transfer of funds from one appropriation to another means removing monies from one category such as “supplies” and moving it to another such as “contractual services”. Due to various circumstances and reasons sometimes throughout the year budget appropriations in their respective funds need to be transferred to avoid drawing a negative balance. When this occurs, the respective department provides a written and signed transfer request to the Controller's Office. All transfers require Department Head approval before submission to the Controller's Office, whether or not they are between categories (ex. 200's to 300's) in the same department or transfers between departments. Transfers between departments also require City Council approval in addition to Department Head approval. As such, all transfers requiring City Council approval are prepared by the Controller's Office and submitted to the City Council for approval. Upon approval they are processed by the Controller's Office. Money cannot be transferred between funds. Attached is a resolution and its accompanying Exhibit A ("Transfers") requesting authorization for the City Controller to transfer all funds as outlined in the exhibit.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		N/A
	Expenditure \$:		N/A
	Source of Funds:		See Exhibit A
	Additional Appropriation #:		N/A
	Narrative:		This action does not require an expenditure or receive a revenue, rather it is transferring funds within various City funds. See Exhibit A for all transfers and transfer detail.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and authorize the City Controller to make the transfers	
	2.	Deny this resolution and request	
	3.	Approve selected transfer requests	
	4.	Provide alternate direction	
PROJECT TIMELINE	All approved transfers will be transferred respectively immediately following approval.		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the City Council approve this resolution authorizing the City Controller to transfer all funds as outlined in Exhibit A and fully oversee this process and request.		
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A		

RESOLUTION NO: R031824C

RESOLUTION APPROVING PROJECT AGREEMENT

WHEREAS, for the last several years, the City of Fishers, Hamilton County, Indiana (“City”) has been involved in conversations with the owners of the Gray Eagle Golf Course (“Golf Course”), Gray Eagle Golf L.L.C., an Indiana limited liability company (“Course Owner”), the Gray Eagle subdivision home owners’ association, and the Graystone community about preserving the Golf Course as an amenity for City residents;

WHEREAS, the City now desires to help preserve and enhance the Golf Course as a recreational amenity for City residents using the tax increment that will be generated by a Multi-Family Project developed and constructed by J.C. Hart Company, Inc;

WHEREAS, the Multi-Family Developer, Course Owner or entity on their behalf will buy the Bonds issued for the Project, and the City will pledge tax increment to the payment of the Bonds;

WHEREAS, the City has determined that it is in the best interest of the City to induce the Course Owner and the Multi-Family Developer to complete the Project pursuant to a project agreement substantially similar to the Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “Project Agreement”); and

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

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

Section 1. A project agreement substantially similar to the Project Agreement is hereby approved.

Section 2. The Mayor is authorized to execute a project agreement substantially similar to the Project Agreement and any ancillary documents required to implement the intent of this Resolution.

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

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this _18th___ day of March, 2024.

R031824C

ABSTAIN

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 18th day of March 2024 at p.m.



DATE _____

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PROJECT AGREEMENT

This PROJECT AGREEMENT (this “Agreement”) is executed as of the 14th day of March, 2024 (the “Effective Date”), by and among Gray Eagle Golf L.L.C., an Indiana limited liability company (“Course Owner”), J.C. Hart Company, Inc., an Indiana corporation (“Multi-Family Developer”), City of Fishers, Indiana, an Indiana municipal corporation (“City”), City of Fishers Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (“RDC”), and the Fishers Economic Development Commission (“EDC”) (each of City, RDC, EDC, and Course Owner may be referred to herein individually as a “Party” and collectively as the “Parties”) on the following terms and conditions:

Recitals

WHEREAS, since 2012, the City has been working to fulfill its master plan of creating a sustainable, pedestrian friendly, city where City residents and visitors live, work and play (the “Master Development Plan”);

WHEREAS, as part of the Master Development Plan, the City has (a) worked with developers to develop large, mixed-use developments that include apartments, condominiums, office space and retail; (b) incentivized multiple high-growth, high-technology businesses to locate in the City; and (c) in 2016, entered into an agreement with the State of Indiana for a portion of the City’s downtown area to be designated a certified technology park;

WHEREAS, as part of fulfilling its Master Development Plan, the City now desires to help preserve and enhance the Course (as defined herein) as a recreational amenity for City residents using the tax increment generated by the Golf Course Improvement Project and the Multi-Family Project (each as defined herein);

WHEREAS, the City Bodies have determined that the development and construction of the Multi-Family Project and the enhancement and preservation of the Course is in the best interest of the citizens of the City, and, therefore, City Bodies desire to induce Multi-Family Developer to complete the Multi-Family Project and Course Owner to enhance and preserve the Course; and

WHEREAS, to stimulate and induce the development of the Multi-Family Project and the enhancement and preservation of the Course, the City Bodies have agreed, subject to further proceedings required by the Laws, to provide the economic development incentives described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City Bodies, Course Owner and Multi-Family Developer agree as follows:

Section 1. 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 Section 1.

Section 2. Mutual Assistance. The Parties agree, subject to further proceedings required by the Laws (as defined herein), 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.

Section 3. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

(a) **Allocation Areas** shall mean, jointly, the Golf Course Site and the Multi-Family Site, each of which shall be designated by the RDC Commission under Ind. Code § 36-7-14-39 as a separate area for the purpose of the allocation and distribution of property taxes on real property to be used in the manner provided in Ind. Code § 36-7-14-39 and eligible personal property pursuant to Ind. Code §36-7-14-39.3.

(b) **Ancillary Agreements** shall mean with respect to (a) Course Owner, all instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement; and (b) Multi-Family Developer, all instruments and agreements referenced or contemplated herein, including, without limitation, the Funding Agreement(s) and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Agreement.

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

(d) **Bonds** shall mean certain economic development bonds to be issued under Indiana Code 36-7-12-1, *et. seq.* for the Multi-Family Project and Golf Course Improvement Project: (a) issued for the Bond Term in a maximum par amount that the Parties collectively determine will ensure that one hundred percent (100%) of all TIF Revenues are utilized to pay debt service on the Bonds; (b) issued at a rate equal to or less than eight percent (8%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined by Course Owner and Multi-Family Developer, as applicable, in its sole discretion; and (c) issued with reasonable and customary Costs of Issuance. The Bonds may, at the direction of Course Owner and Multi-Family Developer, but in consultation with the City and subject to the approval of the City's bond counsel, be issued in one or more series, on a taxable or tax-exempt basis (provided customary bond counsel opinions are provided), and may be structured as "draw bonds" with the principal amount being drawn incrementally as the Bonds are purchased by Multi-Family Developer, Course Owner and/or a Related Entity of either or both. Moreover, principal amounts of the Bonds may be deemed purchased and disbursed as Project Costs are incurred without actual cash transfers being implemented, all as specifically described and set forth in the respective Funding Agreement. At Course Owner's and Multi-Family Developer's election, disbursements of Bond Proceeds shall be structured as a loan that is deemed repaid as payments are made to Multi-Family Developer,

Course Owner or a Related Party under the Bonds, as applicable. Moreover, in the reasonable discretion of the Parties, the Bonds may be issued in one or more series, with the first three series of the issuance being Series A, B and C, with Multi-Family Developer (or a Related Entity) acquiring the Series A Bonds, and Course Owner (or a Related Entity) acquiring the Series B and C Bonds. If the Bonds are issued in multiple series and acquired by two (2) or more different entities, the Bonds after payment of all Costs of Issuance, shall each be sized in a manner to provide the percentage of funds included in the definition of “Bond Proceeds”.

(e) **Bond Proceeds** shall mean the Net Proceeds of the Bonds attributable to the Multi-Family Project (the “Multi-Family Bond Proceeds”), which Multi-Family Bond Proceeds shall be disbursed to Course Owner and Multi-Family Developer for Project Costs pursuant to their respective Funding Agreement(s) as follows: (a) Course Owner – (i) approximately forty-three percent (43.0%) of the Multi-Family Bond Proceeds; and (ii) the Net Proceeds of the Bonds attributable to the Golf Course Improvement Project; and (b) Multi-Family Developer – fifty-seven percent (57.0%) of the Multi-Family Bond Proceeds.

(f) **Bond Purchase** shall mean, upon mutual agreement of the Parties, (i) Multi-Family Developer’s or a Related Entity’s purchase of Bonds in proportion to its share of the Bond Proceeds and Course Owner’s or a Related Entity’s purchase of Bonds in proportion to its share of the Bond Proceeds; or (ii) purchase of the Bonds by a Related Entity of both Multi-Family Developer and Course Owner. Multi-Family Developer and/or its Related Entity and Course Owner and/or its Related Entity may transfer the Bonds at any time, provided such transfer complies with all applicable Laws, including, without limitation, securities laws; and in connection with such purchase and potential transfer of the Bonds, the Parties shall, if elected by initial Bond purchaser, enter into the DOA.

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

(h) **Change Order** shall mean a change order: (i) between the City and Multi-Family Developer with respect to the Multi-Family Project; (ii) between the City and Course Owner with respect to the Clubhouse Project, in each case that is approved in writing by City (or its designee) finalizing the inclusion into the applicable Final Documents of a change proposed in a Change Order Request by Multi-Family Developer or Course Owner that is approved by City (or its designee), as the case may be, which approval shall not be unreasonably delayed, conditioned or withheld; provided that, in the case of a Permitted Change Order, such Change Order shall be effective if executed only by the Multi-Family Developer or the Course Owner as the case may be.

(i) **Change Order Request** shall mean a written request for a change to the Final Documents.

(j) **City Body** or **City Bodies** shall mean individually any of City, EDC, and/or RDC, as applicable, or collectively City, EDC and RDC.

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

(l) **Closing** shall mean the closing with respect to: (i) Course Owner's or Related Entity's conveyance of the Multi-Family Site to Multi-Family Developer or a Related Entity; (ii) execution (if such execution has not previously occurred) of all Ancillary Agreements; and (iii) demonstration, in City's sole discretion, that Multi-Family Developer and Course Owner have the necessary proceeds, in excess of the Bond Proceeds, to complete the Multi-Family Project and Golf Course Improvement Project, respectively, which closing shall occur not later than October 31, 2025 (the "Outside Closing Date").

(m) **Clubhouse** shall mean a clubhouse on the Course to be comprised of approximately 27,753 square feet upon completion of construction, which is anticipated to include, among other amenities, a restaurant, simulation bays, a practice green, hitting bays and a golf shop as depicted in the Clubhouse Concept Plan.

(n) **Clubhouse Concept Plan** shall mean the illustrative plan attached hereto as **Exhibit B** that: (a) shows the Clubhouse Project's conceptual building layout and other significant site features; and (b) includes conceptual illustrations of the quality and character of the: (i) exterior elevations of the Clubhouse, and (ii) program of landscaping for the area at and near the Clubhouse.

(o) **Clubhouse Project** shall mean development and construction of the new Clubhouse pursuant to the Final Documents.

(p) **Construction Drawings** shall mean construction drawings with respect to the construction of each of the Multi-Family Project and the Golf Course Improvement Project, which drawings shall be consistent with the Design Development Documents, the Schematic Design Drawings, the Site Plan and the Laws.

(q) **Construction Schedule** shall mean a schedule for construction of each of the Multi-Family Project and the Golf Course Improvement Project in accordance with the Final Documents, which schedule shall reflect Substantial Completion of the Multi-Family Project within twenty-four (24) months after the Outside Closing Date and the Golf Course Improvement Project within twenty-four (24) months after the Outside Closing Date.

(r) **Course** shall mean the golf course located on the Golf Course Site, which is commonly known on the Effective Date as "Gray Eagle".

(s) **Course Improvements** shall mean the Course improvements listed in **Exhibit C**, inclusive of certain Course improvements and other capital projects consisting of, without limitation, (i) the Clubhouse Project; (ii) new halfway house including men's and women's bathroom facilities; (iii) new irrigation system; (iv) improved Course drainage; (v) new signage; and (vi) construction of two-tiered driving range with associated netting. **Exhibit C** may be amended from time to time upon written agreement of the City (administratively approved by the Mayor and Executive Director) and Course Owner.

(t) **Cure Period** shall mean a period of: (i) ten (10) days after written notice of such default in the case of any monetary default; and (ii) thirty (30) days after a Party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature

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

(u) **Costs of Issuance** shall mean costs, fees and expenses incurred or to be incurred by the City for the issuance and sale of the Bonds, including placement or other financing fees (including applicable counsel fees), attorney's fees, financial advisor fees, professional fees, the fees and disbursements of bond counsel, fees of the City's municipal or financial advisor, the acceptance fee of a Trustee, if any, and the first year of the Trustee's fees hereunder, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under a Trust Indenture, if any, or to perfect the lien thereof, the out-of-pocket costs of the City, the costs of preparing or printing the Bonds and the documentation supporting the issuance of the Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred in connection with the issuance and delivery of the Bonds, this Agreement or the Ancillary Agreements, and, if determined to be necessary by the Multi-Family Developer or the Course Owner, the fees and expenses incurred or to be incurred by the Multi-Family Developer and/or the Course Owner.

(v) **Design Development Documents** shall mean detailed design development documents for each of the Golf Course Improvement Project and the Multi-Family Project, which documents shall be consistent with the Schematic Design Drawings and the Law.

(w) **Diligence Period** shall mean ninety (90) days after the Effective Date.

(x) **DOA** means the Developer Obligations Agreement and Grant of Real Property Tax Lien attached as **Exhibit A**.

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

(z) **Escrow Agent** shall mean Gina Longere (or her substitute), First American Title Insurance Company.

(aa) **Event of Default** shall have the meaning set forth in Subsection 14(a).

(bb) **Excess TIF** shall mean tax increment from the Allocation Areas in excess of the amount needed to pay debt service on the Bonds, which Excess TIF shall be separately tracked for each Allocation Area, deposited in the Surplus Fund as described and set forth in the Trust Indenture, and (i) used to pay amounts due on the Bonds (including any prior TIF Revenue Shortfall), and (ii) thereafter be disbursed to the Course Owner and Multi-Family Developer as additional interest (above any stated interest rate on the Bonds) in an amount sufficient to cause the total semi-annual payments on the Bonds to equal the full amount of such TIF Revenue. Excess

TIF shall be disbursed pursuant to and in accordance with the Financing Agreement and Trust Indenture.

(cc) **Executive Director** shall mean the Director of Economic Development for the City (currently, Megan Baumgartner) or, in the event of a vacancy in the Director's position, then the Mayor of the City of Fishers.

(dd) **Final Documents** shall mean, for each Project, the final Schematic Design Drawings, the final Design Development Documents, the final Construction Schedule, and the final Construction Drawings, as each is finalized and approved or reviewed by City in accordance with the Plan Refinement Process described in Section 12.

(ee) **Final Inspection** shall mean an inspection of each of the Multi-Family Project and the Golf Course Improvement Project after Substantial Completion thereof.

(ff) **Force Majeure** shall mean, with respect to Course Owner, Multi-Family Developer or City Bodies any cause that is not within the reasonable control of the Parties, respectively, including, without limitation: (a) unusually inclement weather but not prolonged inclement cold, ice, sleet, snow or hail as is typical in Indiana during winter; (b) the unusual unavailability of materials, equipment, services, or labor; (c) utility or energy shortages or acts or omissions of public utility providers; and (d) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency, provided that a Party's failure to anticipate normal and customary delays due to weather or normal and customary delays in obtaining Required Permits shall not be deemed Force Majeure.

(gg) **Funding Agreement** shall mean the Funding Agreement(s) by and among the City, Course Owner and Multi-Family Developer pursuant to which the City pays or loans to Multi-Family Developer and/or the Course Owner the Bond Proceeds for Project Costs, as applicable.

(hh) **Golf Course Improvement Project** shall mean development and construction of certain improvements and capital projects at the Golf Course Site, including, but not limited to (i) the Clubhouse Project; (ii) new halfway house including men and women bathrooms; (iii) new irrigation system; (iv) improved drainage on the Course; (v) new signage; and (vi) construction of two-tiered driving range with associated netting.

(ii) **Golf Course Site** shall mean the area depicted on Exhibit D.

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

(kk) **Incurred Costs** shall mean all actual and reasonable, out-of-pocket, third-party costs and expenses incurred by a Party through the date of such termination of this Agreement, to the extent not previously paid or reimbursed by the other Party.

(ll) **Inspector** shall mean such party designated by City as its inspector.

(mm) **Latent Defect** shall mean a Material Defect with respect to the Golf Course Improvement Project or the Multi-Family Project, as the case may be, that: (a) is not discovered, and reasonably is not discoverable, by City or Inspector during a Permitted Inspection; and (b) has

a material and adverse effect on the use, operation, structure, or longevity of the Multi-Family Project and/or the Course, as applicable.

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

(oo) **Material Defect(s)** shall mean any item or component of the Multi-Family Project and/or the Golf Course Improvement Project that: (i) contains a material defect in workmanship or materials; (ii) deviates materially from the Final Documents, other than Permitted Changes; or (iii) has not been performed materially in accordance with the terms and conditions of this Agreement.

(pp) **Multi-Family Concept Plan** shall mean the illustrative plan attached hereto as **Exhibit E** that: (i) shows the Multi-Family Project's conceptual buildings layout and other significant site features; and (ii) includes conceptual illustrations of the quality and character of the: (A) exterior elevations of the Multi-Family buildings, and (B) program of landscaping for the Multi-Family Site.

(qq) **Multi-Family Project** shall mean development and construction of (i) one hundred one (101) Garden Style Units; (ii) twenty-six (26) Master Down Paired Homes; (iii) twenty-two (22) Paired Ranch Style Homes as depicted on the Multi-Family Concept Plan; and (iv) ancillary recreational amenities including but not limited to pickle-ball courts; bocce ball courts and a swimming pool as depicted on the Multi-Family Concept Plan.

(rr) **Multi-Family Site** shall mean the area depicted on **Exhibit F**.

(ss) **Net Proceeds** shall mean the par amount of the Bonds less the (i) Costs of Issuance associated with the Bonds; (ii) capitalized interest, if any, as required by the purchaser of the Bonds; and (iii) any other applicable fees and costs associated with issuance and maintenance of the Bonds.

(tt) **Non-Compliance Notice** shall mean a written notice from City to Multi-Family Developer and/or Course Owner that identifies any Material Defect with respect to the Golf Course Improvement Project or Multi-Family Project, as applicable, discovered by City or the Inspector during a Permitted Inspection and/or the Final Inspection.

(uu) **Off-Site Work** shall mean the improvements reflected in Exhibit G.

(vv) **Permitted Change** shall mean for each of the Multi-Family Project and the Clubhouse Project, any change to that portion of the Final Documents consisting of the final Construction Drawings, so long as such change: (i) does not affect the exterior appearance of the Project, (ii) is not materially inconsistent with the Construction Drawings approved by City, (iii) is in material conformity with the Design Development Documents, Schematic Design Drawings and the Site Plan, (iv) is in conformity with the Required Permits and the Laws; (v) does not result in the Project containing structurally flawed elements; (vi) with respect to the Clubhouse Project, does not cause the Clubhouse Project to be completed later than October 31, 2027; and (vii) with

respect to the Multi-Family Project, does not cause the Multi-Family Project to be completed later than October 31, 2027.

(ww) **Permitted Inspection** shall mean, as applicable, an inspection by the Inspector of any item or component of the Golf Course Improvement Project and/or the Multi-Family Project when reasonably deemed to be necessary or appropriate by any City Bodies and/or the Inspector.

(xx) **Plan Refinement Process** shall mean the process set forth in Section 12 for completion of the Final Documents.

(yy) **Plan Review Panel** shall mean a plan review panel comprised of the Executive Director and such other parties as may hereafter be designated by the City.

(zz) **Project** shall mean, jointly, the Golf Course Improvement Project and the Multi-Family Project.

(aaa) **Project Costs** shall mean all Hard Costs and Soft Costs (including capitalized interest on and reserves for the Bonds) related to the development and construction of the Projects.

(bbb) **Project Site** shall mean, collectively, the Golf Course Site and the Multi-Family Site.

(ccc) **PUD** shall mean the planned unit development ordinance for the Multi-Family Site, which ordinance shall include the language substantially similar to the following: “In its sole discretion, City may administratively determine whether (i) a text amendment is required for any design elements not fully consistent with this PUD; or (ii) such non-fully consistent element is approved pursuant to the Plan Refinement Process included in that certain March 14, 2024 Project Agreement by and among Gray Eagle Golf L.L.C., an Indiana limited liability company, J.C. Hart Company, Inc., an Indiana corporation, City of Fishers, Indiana, City of Fishers Redevelopment Commission, and the Fishers Economic Development Commission.”

(ddd) **Real Estate Taxes** shall mean all real estate taxes levied on, against, or with respect to each of the Multi-Family Site and Golf Course Site.¹

(eee) **Recorder’s Office** shall mean the Office of the Hamilton County, Indiana Recorder.

(fff) **Related Entity** shall mean with respect to (a) Course Owner, a third party controlled by or under common control with Course Owner, and/or any joint venture, subsidiary or affiliate of Course Owner; and (b) Multi-Family Developer, a third party controlled by or under common control with Multi-Family Developer, Gray Eagle Apartments, LLC, an Indiana limited liability company, and/or any joint venture, subsidiary or affiliate of Multi-Family Developer.

(ggg) **Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for the Project or any portion thereof.

¹ NTD – not the “Project Site” correct?

(hhh) **Schematic Design Drawings** shall mean, for each of the Clubhouse Project and Multi-Family Project, schematic design drawings that are consistent with the Site Plan and the Laws.

(iii) **Site Plan** shall mean with respect to (a) the Multi-Family Project, a site plan that is consistent with the Multi-Family Concept Plan and the Laws; and (b) the Clubhouse Project, a site plan that is consistent with the Clubhouse Concept Plan and the Laws.

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

(kkk) **Substantial Completion** shall mean with respect to the (i) Multi-Family Project, the later of the date: (A) that Multi-Family Developer receives the final certificate of occupancy for the Multi-Family Project; and (B) the date that the Multi-Family Developer’s architect certifies, per AIA Form G704, that the construction of the Multi-Family Project is substantially complete in compliance with all Laws, this Agreement, and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, and minor punchlist items that do not interfere with the use or operation thereof; and (ii) the Golf Course Improvement Project, the later of the date: (A) that Course Owner receives the final certificate of occupancy for the Clubhouse; and (B) the date that the Course Owner’s architect(s) certifies, per AIA Form G704, that the construction of the Clubhouse and the other Golf Course Improvements is substantially complete in compliance with all Laws, this Agreement, and the Required Permits subject only to minor punchlist items that do not interfere with the use or operation thereof.

(lll) **TIF Revenue** means all real and personal property tax proceeds attributable to the assessed valuation with the Allocation Areas as of each assessment date in excess of the base assessed value as described in Indiana Code 36-7-14-39(b)(1).

(mmm) **TIF Revenue Shortfall** shall mean any amount that TIF Revenue, in any given period, is insufficient to make payment on the Bonds. Any such TIF Revenue Shortfall shall accrue and be payable from future TIF Revenue, including, without limitation, Excess TIF, during the Bond Term. In the event and to the extent Multi-Family Developer, Course Owner or any Related Entity makes any payment on the Bonds, Multi-Family Developer, Course Owner, and/or such Related Entity will be entitled to reimbursement from TIF Revenue in excess of current amounts payable on the Bonds in any subsequent time period, including from the Excess TIF. Such amounts payable to Multi-Family Developer, Course Owner or such Related Entity will bear interest at the same rate or rates as the applicable Bonds.

Section 4. City’s Obligations. Subject to Section 10, the City Bodies shall: (a) on or before Closing, execute and continuously perform (or cause the applicable City Bodies thereto to execute and perform) the Ancillary Agreements; (b) create the Allocation Areas and pledge the TIF Revenue to the payment of the Bonds; (c) consistent with the Funding Agreement(s), reimburse Multi-Family Developer, Course Owner or third parties (at the direction of Multi-Family Developer or Course Owner), as applicable, for Project Costs; (d) issue the Bonds; (e) review and issue the City’s development and permit applications necessary to develop the Project, including, whenever possible, coordinating with the Course Owner and Multi-Family Developer, as applicable to lower costs by issuing interim, partial, and/or conditional approvals to allow Project critical activities to occur while reserving final approval of less critical activities to the

extent allowed by the Laws; (f) provide Excess TIF to Course Owner and Multi-Family Developer in accordance with this Agreement and the Laws; and (g) otherwise satisfy the terms of this Agreement. The City Bodies agree to work with the Course Owner to reset the base assessment date for the allocation area associated with the Golf Course Site if determined to be necessary by the Course Owner following the demolition of the existing clubhouse on the Golf Course Site; provided, however, any such obligation shall not be interpreted to require the City to expend funds related to resetting the base.

Section 5. Course Owner Obligations. Subject to Section 9, Course Owner (or its Related Entity) shall: (a) on or at Closing, transfer the Multi-Family Site to Multi-Family Developer; (b) on or before Closing, execute and continuously perform the Ancillary Agreements; (c) complete the Bond Purchase; (d) on or before October 31, 2027, complete the Course Improvements, subject to delays for Force Majeure; (e) pay, when due, all Real Estate Taxes and Assessments on the Golf Course Site, including for any improvements thereon; (f) on or before Closing demonstrate to the City that it has adequate funds to complete the Clubhouse Project; (g) construct and complete the Clubhouse Project in accordance with the Final Documents, this Agreement and the Laws; (h) obtain all Required Permits; (i) maintain, repair and replace the Clubhouse Project in good condition and repair; and (j) otherwise satisfy the terms of this Agreement.

Section 6. Multi-Family Developer's Obligations. Subject to Section 9, Multi-Family Developer shall: (a) on or at Closing, accept fee simple title to the Multi-Family Site; (b) on or before Closing, execute and continuously perform the Ancillary Agreements; (c) complete the Bond Purchase; (d) on or before October 31, 2027, complete the Multi-Family Project, subject to delays for Force Majeure; (e) pay, when due, all Real Estate Taxes and Assessments on the Multi-Family Site, including for any improvements thereon; (f) on or before Closing demonstrate to the City that it has adequate funds to complete the Multi-Family Project; (g) construct and complete the Multi-Family Project in accordance with the Final Documents, this Agreement and the Laws; (h) obtain all Required Permits; (i) maintain, repair and replace the Multi-Family Project in good condition and repair; and (j) otherwise satisfy the terms of this Agreement.

Section 7. Closing. Subject to the terms and conditions of this Agreement,

(a) Closing. Closing shall occur on or before the date that is thirty (30) days after the conditions in Sections 9 and 10 have been satisfied or waived, but in no event later than the Outside Closing Date. The Closing shall be consummated through escrow with Escrow Agent on the Closing Date through a mail in escrow arrangement with the Escrow Agent, without the parties required to attend the Closing. Closing shall occur as follows:

(b) Deliveries. At the Closing, unless another time is specifically stated, Multi-Family Developer, Course Owner and/or City, as applicable, shall execute and deliver, or cause to be executed and delivered, as applicable, the following:

(A) the limited warranty deed to the Multi-Family Site conveying fee simple title of the Multi-Family Site to the Multi-Family Developer;

(B) a certification by the City Bodies, Course Owner and Multi-Family

Developer that all of the representations and warranties set forth in Subsection 11(a), (b) and (c), as applicable, remain true and accurate in all material respects as of the Closing;

(C) the Ancillary Agreements;

(D) copies of such resolutions, consents of members, partners, officers, and/or shareholders and other evidence as each of RDC, City, EDC, Multi-Family Developer and Course Owner reasonably requests establishing that: (1) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action; and (2) the execution and delivery of such documents has been properly authorized by the signatories thereto;

(E) such other customary documents or instruments as City, EDC, RDC, Multi-Family Developer and/or Course Owner may request in connection with the Closing; and

(F) certificates of the insurance policies required pursuant to Section 14.

Section 8. Tax Covenant. Each of Multi-Family Developer and Course Owner assumes and agrees to pay or cause to be paid all Real Estate Taxes and Assessments first becoming a lien against the Multi-Family Site and Golf Course Site, respectively, after the Closing and in accordance with Indiana law without challenging or appealing the assessed value of such Real Estate Taxes and Assessments, the applicable tax rate, or the application of the tax rate to the assessed value provided, however, the foregoing shall not operate to prohibit an appeal based upon: (a) the application of the incorrect tax rate; (b) mathematical error; (c) the initial assessment of the Multi-Family Project, at stabilization, or the Golf Course Improvement Project being more than ten percent (10%) higher than the amount necessary to make the required payments on the Bonds; (d) the taxes billed for any calendar year being increased by more than five percent (5%) over the taxes billed for the prior calendar year; (e) with respect to the Multi-Family Project, Real Estate Taxes and Assessments, in the year of any increase being substantially inconsistent with the assessment of other real property similar to the Multi-Family Project in age, size, use and other relevant factors; or (f) with respect to the Golf Course Site (including the Clubhouse Project), Real Estate Taxes and Assessments, in the year of any increase being substantially inconsistent with the assessment of other real property and improvements similar to the Golf Course Site and Clubhouse Project in age, size, use and other relevant factors or in accordance with Indiana Code § 6-1.1-4-42(e), as amended.

Section 9. Conditions to Development Obligations. The obligations of Multi-Family Developer and Course Owner with respect to the Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

(a) Multi-Family - Title, Inspections, Surveys and Financing. Prior to the expiration of the Diligence Period, Multi-Family Developer shall have determined that it (i) has obtained or will be able to obtain acceptable (A) title, (B) survey, (C) environmental reports and inspections, (D) physical inspections, studies or investigations, (E) zoning, (F) utility availability, and (G) Required Permits, for the Multi-Family Site; and (ii) can demonstrate to City its financial ability to complete the Multi-Family Project pursuant to the terms and conditions of this Agreement.

(b) Golf Course Improvement Project - Title, Inspections, Surveys and Financing. Prior to the expiration of the Diligence Period, Course Owner shall have determined that it (i) has obtained or will be able to obtain acceptable (A) survey, (B) environmental reports and inspections, (C) physical inspections, studies or investigations, (D) zoning, (E) utility availability, and (F) Required Permits; and (ii) can demonstrate to City its financial ability to complete the Golf Course Improvement Project pursuant to the terms and conditions of this Agreement.

(c) Ancillary Agreements. As of the Closing, City (or the applicable City Bodies), Course Owner and Multi-Family Developer, as applicable, shall have executed all Ancillary Agreements.

(d) Procedures. As of the Closing, the applicable City Bodies shall have completed all procedures required by Laws to undertake the obligations contemplated hereunder; and all requisite public bodies shall have approved the transaction.

(e) Compliance. City Bodies shall confirm that this Agreement and compliance with the terms hereof are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(f) No Breach. As of the Closing: (i) there shall be no breach of this Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all of the representations in Section 11(a) shall be true and accurate in all other respects.

(g) Bond Proceeds. As of the Closing, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary and prudent to authorize the Bonds and pledge the TIF Revenue to the repayment of the Bonds; and (ii) demonstrated that such Bonds shall be issued within thirty (30) days after Closing and the Bond Proceeds shall be made available to the Multi-Family Developer and Course Owner within seven (7) days of the Bonds being issued in accordance with the terms of the Funding Agreement(s); and, as of the Closing, Multi-Family Developer and Course Owner, at their commercially reasonable discretion, shall have determined that the proceeds of the Bonds shall be available to the Multi-Family Developer and Course Owner for the purposes set forth in this Agreement.

If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, as determined by either Multi-Family Developer and Course Owner, in their commercially reasonable discretion, then, as their sole and exclusive remedy, each of Multi-Family Developer and Course Owner may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements by a written notice to City provided that, with respect to breaches of this Agreement by City, each of the Multi-Family Developer and Course Owner shall have all of the rights and remedies set forth in this Agreement. Notwithstanding anything to the contrary set forth herein, (1) each of the Multi-Family Developer and Course Owner shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if either the Multi-Family Developer and Course Owner fails to terminate this Agreement for any unsatisfied condition on or before the earlier of (i) the Closing; or (ii) two (2) business days after the applicable deadline set forth in each of the foregoing subsections (a) or (b) the Multi-Family Developer or Course Owner Developer shall be deemed to

have waived such condition.

Section 10. Conditions to City Bodies' Obligations. The obligations of City Bodies with respect to the Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

- (a) Intentionally Omitted.
- (b) Financial Ability. As of the Closing, each of Multi-Family Developer and Course Owner shall have demonstrated to City, exercising commercially reasonable discretion, that it has adequate funds (e.g., Bond Proceeds, loans and/or cash on hand) to construct the Multi-Family Project and Golf Course Improvement Project, respectively.
- (c) Ancillary Agreements. As of the Closing, City (or the applicable City Bodies), Course Owner and Multi-Family Developer, each exercising commercially reasonable discretion, as applicable, shall have executed all Ancillary Agreements. The execution of the DOA shall only occur in the discretion of Multi-Family Developer and at such time as requested by Multi-Family Developer and is not a condition precedent to the effectiveness of this Agreement.
- (d) Procedures. As of the Closing, the applicable City Bodies shall have completed all procedures required by Laws to undertake the obligations contemplated hereunder; and all requisite public bodies shall have approved the transaction.
- (e) Compliance. City Bodies shall confirm that this Agreement and compliance with the terms hereof are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.
- (f) No Breach. As of the Closing: (i) there shall be no breach of this Agreement by Multi-Family Developer and/or Course Owner that, as applicable, Multi-Family Developer and/or Course Owner has failed to cure within the Cure Period; and (ii) all of the representations and warranties set forth in Subsections 11(b) and 11(c), respectively, shall be true and accurate in all material respects.
- (g) Bond Proceeds. As of the Closing, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary and prudent to authorize the Bonds; and (ii) demonstrated that such Bonds shall be issued within thirty (30) days after Closing and the Bond Proceeds made available to the Multi-Family Developer and Course Owner within seven (7) days of the Bonds being issued; and, as of the Closing, the Multi-Family Developer and Course Owner, exercising commercially reasonable discretion, shall have determined that the proceeds of the Bonds shall be no less than the Bond Proceeds and available to the Multi-Family Developer and Course Owner for the purposes set forth in this Agreement.

If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Agreement and the Ancillary Agreements prior to Closing by a written notice to Multi-Family Developer and

Course Owner; provided that, with respect to any unsatisfied conditions resulting from a breach of this Agreement by Multi-Family Developer and/or Course Owner, the City Bodies shall have all of the rights and remedies set forth in this Agreement. Notwithstanding anything to the contrary set forth herein, (1) the City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the City Bodies fail to terminate this Agreement for any unsatisfied condition; on or before the earlier of (i) the Closing; or (ii) two (2) business days after the applicable deadline set forth in each of the foregoing subsections; the City Bodies shall be deemed to have waived such condition.

Section 11. Representations and Warranties.

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

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

(c) Course Owner. Course Owner represents and warrants to each City Body that: (i)

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

(d) E-Verify. All terms defined in IND. CODE § 22-5-1.7 et seq. are adopted and incorporated into this Section 11. Pursuant to IND. CODE § 22-5-1.7 et seq., each of Multi-Family Developer and Course Owner 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 Effective Date. Within ten (10) days after the Effective Date, each of Multi-Family Developer and Course Owner shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, each of Multi-Family Developer and Course Owner 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 each of Multi-Family Developer and Course Owner and delivered to City's authorized representative.

Section 12. Plan Refinement Process.

This Plan Refinement Process shall strictly govern development and construction of the Project. The City has reviewed and approved the Clubhouse Concept Plan and the Multi-Family Concept Plan, and those plans are deemed final.

At its sole cost and expense, each of Multi-Developer and Course Owner shall submit for review and approval the following documents, which documents shall be submitted to the City in the order listed below, with respect to Multi-Family Project and Golf Course Improvement Project, respectively:

- (a) Site Plan.
- (b) Schematic Design Drawings.
- (c) Design Development Documents.

(d) Construction Drawings.

(e) Approval of Submitted Document. Within ten (10) days after City receives each of the Site Plan, the Schematic Design Drawings, Design Development Documents and Construction Drawings, or a Change Order Request (each, a “Submitted Document”), City shall deliver to Multi-Family Developer or Course Owner, as applicable, written notice that it approves or rejects the Submitted Document; provided that: (A) City shall not withhold its approval unreasonably; and (B) if City rejects all or any part of a Submitted Document, then such notice shall: (i) specify the part or parts that City is rejecting; and (ii) include the specific basis for such rejection. Upon City’s approval of a Submitted Document, or if the City fails to respond within the time period provided above, such Submitted Document shall be deemed final. Provided that a Submitted Document complies with the Laws, the City shall approve each Submitted Document if it is consistent with the immediately preceding Submitted Document approved by the City. For example, and without limitation, if the Design Development Documents comply with the Laws and are consistent with the Schematic Design Drawings, the City shall approve the Design Development Documents. Notwithstanding the foregoing or anything included herein to the contrary, if a Submitted Document for the Multi-Family Project or the Golf Course Improvement Project does not strictly comply with the PUD, the City, in its sole discretion, may determine whether to accept the Submitted Document in lieu of requiring a text amendment to the PUD pursuant to this Plan Refinement Process.

(f) Resubmitted Documents. If, at any stage of the Plan Refinement Process, City, rather than approving any Submitted Document, instead notifies Multi-Family Developer or Course Owner, as applicable, of its rejection of a Submitted Document then, within ten (10) days after the applicable Party receives written notice from City that it has rejected the Submitted Document (each, a “Rejected Document”), the applicable Party shall promptly: (i) revise the Rejected Document; and (ii) resubmit the foregoing to City. The City shall follow the review procedure described in foregoing subsection (e), and Multi-Family Developer and/or Course Owner, as applicable, shall revise and resubmit any Rejected Submitted Document in accordance with the preceding sentence until such Rejected Document is approved, which approval shall not be unreasonably withheld, conditioned or delayed. Upon approval of any Resubmitted Document, the Resubmitted Document shall become final and part of the Final Documents, subject to modifications by Change Order approved by the City and Permitted Changes. Notwithstanding the involvement of City in the Plan Refinement Process, Multi-Family Developer and/or Course Owner, as applicable, each shall be responsible for ensuring that Resubmitted Documents and Change Orders approved by the City in writing are implemented in the Final Documents; the failure of which shall be a default hereunder by the Multi-Family Developer and/or Course Owner, as applicable. Neither Multi-Family Developer nor Course Owner shall be required to obtain the approval of City with respect to a Permitted Change. Notwithstanding anything to the contrary set forth herein: (A) Multi-Family Developer or Course Owner shall not be required to obtain the approval of the City with respect to a Permitted Change; and (B) a Change Order with respect to a Permitted Change shall be effective if executed only by the Multi-Family Developer or Course Owner, as applicable.

(g) Permits. Each of Multi-Family Developer and Course Owner acknowledges that

the Plan Refinement Process is in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws, and it shall not be deemed a warranty or representation of any kind by any City Body that Submitted Documents or Resubmitted Documents comply with, or are approved under, applicable Laws. Prior to commencing construction, each of Multi-Family Developer and Course Owner shall obtain Required Permits for the Multi-Family Project and Golf Course Improvement Project, respectively, that are available prior to commencement and shall obtain the remainder of the Required Permits upon availability. City shall use reasonable efforts to assist Multi-Family Developer and Course Owner in their efforts to obtain the Required Permits. Each of Multi-Family Developer and Course Owner acknowledges that City Bodies cannot (and do not) guarantee that it will be able to obtain the Required Permits.

(h) Review Panel. Consistent with the Laws and notwithstanding anything to the contrary set forth herein, City, at its option, may delegate all or any part of its review, approval, or rejection obligations pursuant to this Section 12 to the Plan Review Panel.

(i) Permitted Inspection. Upon reasonable written notice delivered to Multi-Family Developer and/or Course Owner, as applicable, which notice shall specify the portion of the construction to be inspected, City may perform a Permitted Inspection; provided, however, Permitted Inspections shall not typically occur more than one (1) time per calendar month. Within seven (7) business days after a Permitted Inspection, City may deliver to Multi-Family Developer and/or Course Owner, as applicable, a Non-Compliance Notice. If City timely delivers a Non-Compliance Notice, then the Multi-Family Developer and/or Course Owner, as applicable, shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defect previously have been accepted, or deemed to have been accepted, by City. Notwithstanding anything to the contrary set forth herein, all items or components of the Multi-Family Project and/or Golf Course Improvement Project with respect to which no Material Defect is identified in a timely Non-Compliance Notice shall be deemed to be accepted by City.

(j) Final Inspection. If Multi-Family Developer and/or Course Owner, as applicable delivers to City a written request for a Final Inspection, then, on or before the later of the date that is ten (10) business days after: (i) receipt of such request; or (ii) the date specified in such request as the Substantial Completion date; City shall: (A) conduct the Final Inspection; and (B) deliver a Non-Compliance Notice (if applicable) to Multi-Family Developer and/or Course Owner, as applicable; provided that: (1) upon receipt of a Non-Compliance Notice, Multi-Family Developer and/or Course Owner, as applicable, shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice; and (2) all then-completed items or components of the Multi-Family Project and/or Course Project with respect to which no Material Defect are identified in a timely Non-Compliance Notice shall be deemed to be accepted by City. All Material Defects shall be promptly completed; and, upon correction of all Material Defect identified in the Non-Compliance Notice, the applicable work shall be deemed completed. Upon: (y) correction of all Material Defects identified in the Non-Compliance Notice; or (z) deemed acceptance pursuant to this Subsection; City shall have no further inspection rights except to ensure compliance by Multi-Family Developer and Course Owner with the Required Permits and as permitted by the Laws.

(k) Failure to Cure. Subject to Section 19, if Multi-Family Developer and/or Course Owner, as applicable, fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by City (but no later than the Final Inspection), in each case, within sixty (60) days of the receipt of such notice, then City, in addition to any other right or remedy provided herein (and regardless of any Cure Period provided herein), shall be entitled to Two Hundred Fifty and no/100 Dollars (\$250.00) per day from Multi-Family Developer and/or Course Owner, as applicable, for each day after the expiration of such sixty (60) day period that any items in any (i) Non-Compliance Notice remain incomplete; or (ii) other notice of any Latent Defect remain incomplete; provided that, if such Material Defect or Latent Defect is of such a nature that it cannot be remedied within forty-five (45) days, despite reasonably diligent efforts, then the forty-five (45) day period shall be extended as may be reasonably necessary for Multi-Family Developer and/or Course Owner, as applicable, to remedy such Material Defect or Latent Defect (not to exceed ninety (90) days, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed) so long as Multi-Family Developer and/or Course Owner, as applicable, commences to remedy such Material Defect or Latent Defect within the forty-five (45) day period and thereafter continuously and diligently pursues such remedy to completion. The foregoing shall accrue interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum until paid in full.

(l) General; Testing. In the case of a Permitted Inspection or the Final Inspection, the Parties shall: (i) comply with all health and safety rules of which such party has been informed that have been established for personnel present on the construction site; and (ii) coordinate the inspections so that the inspections do not interfere with the performance of construction. City and Multi-Family Developer and/or Course Owner, as applicable, each shall have the right to accompany, and/or have its construction manager accompany, the inspecting Party during any Permitted Inspection and/or the Final Inspection. Notwithstanding anything to the contrary set forth herein, to the extent City, in the exercise of its reasonable discretion, requires any sampling or testing (e.g., concrete testing) as part of a Permitted Inspection and/or Final Inspection: (i) the deadline for City's issuance of a Non-Compliance Notice shall be deemed extended to five (5) business days following City's receipt of a complete and final set of such test or sample results; and (ii) the applicable dates in the Construction Schedule shall likewise be extended.

(m) No Waiver of Police Power. The foregoing rights in favor of City shall be addition to, and not in lieu of, any rights and remedies City may have under this Agreement or applicable Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any City Bodies under applicable Laws.

(n) Information Review. Upon Executive Director's request, each of Multi-Family Developer and/or Course Owner, as applicable, agrees to permit the Executive Director to review and inspect copies of the following: (i) any third-party inspections and reports related to the construction of the Project, as applicable; or (ii) receipts, invoices or other financial documents related to construction of the Project.

(o) Certification. If, as applicable, the Multi-Family Project and/or Golf Course Improvement Project has reached Substantial Completion, upon request received by the City from (i) Multi-Family Developer, with respect to the Multi-Family Project; and/or (ii) Course Owner,

with respect to the Golf Course Improvement Project, for a certificate indicating that there are no Material Defects and/or there are no Material Defects identified in any Non-Compliance Notice that have not been remedied, City shall, within ten (10) business days, provide (A) such certification in a form reasonably acceptable to City; or (B) in specific detail identify any Material Defect that Multi-Family Developer and/or Course Owner, as applicable, has not remedied as of the date of any request provided pursuant to this Subsection 12(o). Notwithstanding the foregoing, the certification described herein shall not concern or include representations regarding Latent Defects not previously discovered by the City.

Section 13. Insurance. During the construction of each respective portion of the Project, Course Owner and Multi-Family Developer, respectively, shall maintain the policies of insurance described on Exhibit H. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by each of Multi-Family Developer and Course Owner shall name City Bodies as additional insureds. Each of Multi-Family Developer and Course Owner shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies. Other required coverages may be specified in the Ancillary Agreements.

Section 14. Default.

(a) Events of Default. It shall be an “**Event of Default**” with respect to a Party if the Party fails to perform or observe any term or condition of this Agreement or any of the Ancillary Agreements to be performed or observed by it, if such default or failure is not cured within the applicable Cure Period. No Event of Default with respect to the Course Owner, the Golf Course Improvement Project or the Golf Course Site shall be construed to be an Event of Default with respect to the Multi-Family Developer, the Multi-Family Project or the Multi-Family Site and vice versa.

(b) General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses together with interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum until paid in full.

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or

hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a 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.

(d) No Commencement.

(i) Multi-Family Project. If Multi-Family Developer has not commenced construction of the Multi-Family Project within one hundred fifty (150) days after Closing, then, at any time until Multi-Family Developer commences construction of the Multi-Family Project, City may elect, in addition to any other legal and equitable remedies available to City, to (A) require Multi-Family Developer to pay the Incurred Costs, and (B) terminate Multi-Family Developer's right to receive Bond Proceeds for Project Costs.

(ii) Golf Course Improvement Project. If Course Owner has not commenced construction of the Course Improvements within one hundred fifty (150) days after Closing, then, at any time until Course Owner commences construction of the Course Improvements, City may elect, in addition to any other legal and equitable remedies available to City, to (A) require Course Owner to pay the Incurred Costs, and (B) terminate Course Owner's right to receive Bond Proceeds for Project Costs and/or Excess TIF for Course Improvements.

(e) Injunctive Relief. If an Event of Default occurs, City shall be entitled to seek injunctive relief, and in each case, Multi-Family Developer and/or Course Owner, as applicable, hereby waives any claim or defense that City or any City Bodies have an adequate remedy at law.

Section 15. Indemnification. Each of Multi-Family Developer and Course Owner covenants and agrees at its sole cost and expense to pay and to indemnify and save harmless City, RDC and EDC and their respective officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from Multi-Family Developer's (and/or any affiliate's thereof) or Course Owner's (and/or any affiliate's thereof) use of the Multi-Family Site or Golf Course Site, respectively, unless such claims, damages, demands, expenses or liabilities arise by reason of the grossly negligent act or omission of City, RDC and EDC (or any one of them alone or in combination with others). Course Owner's and Multi-Family Developer's obligations under this Section shall survive the termination of this Agreement.

Section 16. Assignment. Upon Closing, this Agreement shall be binding on successors in title to the applicable portions of the Project Site. Prior to Substantial Completion of the Project, no Party hereto shall assign this Agreement without the prior written approval of the other Parties; provided that: (a) without the prior written approval of Multi-Family Developer or Course Owner, City Bodies may assign this Agreement to another agency or instrumentality of City that legally is able to perform the respective obligations hereunder; and (b) without the prior written approval of City Bodies, each of Multi-Family Developer and/or Course Owner may: (i) assign, partially or in its entirety, this Agreement to a Related Entity; and (ii) execute and deliver the loan documents that provide for collateral assignment of this Agreement. Notwithstanding any assignment permitted under this Section, the applicable City Bodies, Course Owner, and/or Multi-Family Developer, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release any City Body, Course Owner or Multi-Family Developer, as the case may be, from such performance; provided that, if any City Body assigns this Agreement to another agency or instrumentality of City that: (A) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (B) expressly assumes all such obligations in writing; then the applicable City Bodies shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

Section 17. 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; (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt; or (d) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (a)-(c), addressed as follows: to City at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with copies to: Chris Greisl, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifermesserlaw@gmail.com; to Multi-Family Developer at J.C Hart Company, Inc., 805 City Center Drive, Suite 120, Carmel, Indiana 46032 Email: john@homeisjchart.com, Attn: John C. Hart, Jr., with a copy to Dinsmore & Shohl, LLP, 211 North Pennsylvania Street, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204, Attn: E. Joseph Kremp, Email: Joe.Kremp@Dinsmore.com; and to Course Owner at 234 S. Franklin Street, Indianapolis, IN 46216, Attn: Bobby and Mark Thompson, with a copy to Krieg DeVault LLP, One Indiana Square, Suite 2800, Indianapolis, IN 46204, Attn: David E. Corbitt, Esq. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 18. Authority. Each undersigned person executing this Agreement on behalf of City, EDC, RDC, Multi-Family Developer and Course Owner represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City, EDC, RDC, Course Owner or Multi-Family Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by City, EDC, RDC, Course Owner and Multi-Family Developer, respectively; provided, however, the parties acknowledge that the agreements of the City Bodies under this Agreement are subject to future

actions by such bodies, and by the bodies of the Fisher's Common Council, and compliance with statutory procedures required by Law, including public notice and public hearing requirements. The City Bodies agree to use their best efforts to complete such statutory procedures, and to coordinate with the governing bodies of the Fishers Common Council to complete such statutory procedures, and to take the final actions required to implement such agreements.

Section 19. Force Majeure. Notwithstanding anything to the contrary set forth herein or any Ancillary Agreements, if either Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement or any Ancillary Agreements as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

Section 20. Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect, including, without limitation that certain November 5, 2020 Letter of Intent provided by the City to Course Owner.

Section 21. Miscellaneous. Subject to Section 16, this Agreement shall inure to the benefit of, and be binding upon, City Bodies, Course Owner and Multi-Family Developer, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Multi-Family Developer and Course Owner each waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Multi-Family Developer and/or Course Owner, as applicable, 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, RDC, Course Owner and Multi-Family 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 Course Owner, Multi-Family Developer, City, EDC and RDC or their successors in interest. Each of Multi-Family Developer and Course Owner acknowledge and agree that it is an independent contractor and is not a principal, agent, officer shareholder or employee of any City Body. 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 Project Site is located, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday, nor legal holiday. Nothing contained in this Agreement nor any act of the City Bodies, the Multi-Family Developer or the Course Owner, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or of principal and agent, limited or general partnership, or joint venture between the City Bodies on the one hand and the Multi-Family Developer or the Course Owner on the other.

Section 22. Execution of Agreement. Upon City Bodies' approval and execution of this Agreement, the City shall provide to Multi-Family Developer and Course Owner the executed Agreement (the "City-Executed Agreement"). Within ten (10) days of each of Multi-Family Developer's and Course Owner's receipt of the City-Executed Agreement, Multi-Family Developer and Course Owner shall execute this Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 22 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies' approval of this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, City, EDC, RDC, Course Owner and Multi-Family Developer have executed this Project Agreement as of the day and year first written above.

“CITY”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“RDC”

FISHERS REDEVELOPMENT
COMMISSION

By: _____
Brad Johnson, President

ATTEST:

By: _____
Tony Bonacuse, Secretary

“EDC”

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____
[NAME], President

“MULTI-FAMILY DEVELOPER”
J.C. HART COMPANY, INC., an Indiana
corporation

By: *Charlie Kurtz*
[Charlie Kurtz \(Mar 14, 2024 17:16 EDT\)](#)
Charlie Kurtz, Chief Executive Officer

“COURSE OWNER”

GRAY EAGLE GOLF L.L.C., an Indiana limited liability company

By: 
David Compton (Mar 14, 2024 15:59 CDT)
David Compton
Authorized Representative

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INDEX TO EXHIBITS²

Exhibit A	Developer Obligations Agreement
Exhibit B	Clubhouse Concept Plan
Exhibit C	Course Improvements
Exhibit D	Golf Course Site
Exhibit E	Multi-Family Concept Plan
Exhibit F	Multi-Family Site
Exhibit G	Off-Site Work
Exhibit H	Required Insurance Policies (Multi-Family Developer & Course Owner)

² NTD: Verify Index and attached exhibits upon final draft of Project Agreement.

EXHIBIT A
DEVELOPER OBLIGATIONS AGREEMENT

[Included on Following Pages]

EXHIBIT B
CLUBHOUSE CONCEPT PLAN

[Included on Following Pages]

EXHIBIT C
COURSE IMPROVEMENTS

RainBird Irrigation Computer System
RainBird Decoder Interface
Pump House and pumps
Irrigation for Course and Driving Range
Adding Trees and Landscape visible from roads
Well for Irrigation Lake
Repair Bunkers and New Sand
Repair Drainage on Greens
Fountains visible from roads
Restructure and Widen Bridges
Teebox Yardage Markers
Halfway House with Restrooms
Driving Range – turf, ball management system, hitting mats, not poles

All improvements permissible for reimbursement under the Laws shall be reimbursed pursuant to the terms of this Agreement.

EXHIBIT D
GOLF COURSE SITE

[Included on Following Pages]

EXHIBIT E
MULTI-FAMILY CONCEPT PLAN

[Included on Following Pages]

EXHIBIT F
MULTI-FAMILY SITE

[Included on Following Pages]

EXHIBIT G
OFF-SITE WORK

[Included on Following Pages]

EXHIBIT H
REQUIRED INSURANCE POLICIES
(MULTI-FAMILY DEVELOPER & COURSE OWNER)

Each of Multi-Family Developer and Course Owner shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by a company reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on the Project. City shall be named as an additional insured on each of Multi-Family Developer's and Course Owner's, and each of their general contractor's and subcontractor's Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide the Multi-Family Developer or Course Owner, as applicable, with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Fishers as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Fishers per the follows: (i) \$1,000,000.00 Each Occurrence (BI & PD Combined Single Limit); (ii) \$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and (iii) \$1,000,000.00 Personal Injury Liability to include coverage for employee-related claims.
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Fishers as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If the Contract is the subject of any professional services or design work, Multi-Family Developer or Course Owner, as applicable, will use commercially reasonable efforts to cause the party

	rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.
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The general contractor and subcontractors shall obtain from each of its insurers a waiver of subrogation on the General Liability, Automobile and Workers Compensation policies in favor of the City with respect to losses arising out of or in connection with the Project.



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	Resolution Approving Project Agreement (Gray Eagle)			
SUBMITTED BY	Name & Title: Megan Baumgartner, Economic Development Director Department: Economic Development			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031824C	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Jennifer C. Messer	
BACKGROUND (Includes description, background, and justification)	For the last several years, the City of Fishers, Hamilton County, Indiana ("City") has been involved in conversations with the owners of the Gray Eagle Golf Course ("Golf Course"), Gray Eagle Golf L.L.C., an Indiana limited liability company ("Course Owner"), the Gray Eagle subdivision homeowners' association, and the Graystone community about preserving the Golf Course as an amenity for City residents;	
	The City now desires to help preserve and enhance the Golf Course as a recreational amenity for City residents using the tax increment that will be generated by a Multi-Family Project developed and constructed by J.C. Hart Company, Inc.	
	Specifically, the Multi-Family Developer and/or Course Owner will buy Bonds issued for the Project, and the City will pledge tax increment to the payment of the Bonds. The City will not pledge other resources to the Project beyond the tax increment that the Project generates.	
	The subject project agreement provides for development of the Project and the City issuing bonds.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Developer backed bonds supported by the project, only
	Expenditure \$:	Developer backed bonds supported by the project, only
	Source of Funds:	Developer backed bonds supported by the project, only
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Closing by 10/25; construction completed within 24 months of 10/25.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R031824A

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
SEWER AVAILABILITY FUNDS TO THE CITY OF FISHERS 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 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: Sewer Availability Funds

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ _____	\$ _____
<u>Other Services & Charges</u>	\$ _____	\$ _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	<u>\$1,650,000</u>	<u>\$1,650,000</u>
 TOTAL for Sewer Availability Fund	 \$ <u>1,650,000</u>	 \$ <u>1,650,000</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 18th day of March, 2024.

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

R031824A

YAY

NAY

ABSTAIN

	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 18th day of March, 2024 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

March 18, 2024

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. 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 M. Bennett





CERTIFIED COPY OF ADDITIONAL APPROPRIATION
State Form 55819 (R3 / 11-17)
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: City of Fishers
COUNTY NAME: Hamilton
Date of Publication
(month, day, year): 3/5/2024 Newspaper Name: Current in Fishers
Date of Publication
(month, day, year): 3/5/2024 Newspaper Name: Current in Geist
Date of Public Hearing
(month, day, year): 3/18/2024
Date Resolution Passed
(month, day, year): 3/18/2024

Unit Number: 0642
County Number: 29

DLGF USE ONLY
Date Received
(month, day, year): _____
Order Number: _____

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department. A listing of these values may be found at: <http://www.in.gov/dlgr/files/pdf/170630%20-%20Jones%20Memo%20-%20Additional%20Appropriations%20-%20Supplemental%20Information.pdf>

A. DLGF Fund Number	N/A	N/A			
B. Fund Name	Sewer Availability	Municipal Health Funds			
C. Appropriation Amount Requested	\$1,650,000.00	\$36,699.00	\$0.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$1,650,000.00	\$36,699.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$0.00	\$0.00	\$0.00		
2. Levy Excess (Line 15)	\$0.00	\$0.00	\$0.00		
3. PTRC from Local Income Tax (LIT) (Line 13A)	\$0.00	\$0.00	\$0.00		
4. LIT Levy Freeze Amount (Line 13B)	\$0.00	\$0.00	\$0.00		
5. Misc. Revenue (Line 8B) (See Note #1.)	\$1,275,410.00	\$1,001,725.00	\$0.00		
6. January 1 Cash Balance (Include investments.)	\$7,807,276.00	\$0.00	\$0.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$9,082,686.00	\$1,001,725.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00	\$0.00	\$0.00		
9. Total Funds (7 minus 8.)	\$9,082,686.00	\$1,001,725.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$928,200.00	\$965,026.00	\$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$3,244,265.00	\$0.00	\$0.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$4,172,465.00	\$965,026.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$4,910,221.00	\$36,699.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00	\$0.00	\$0.00		
16. Amount transferred to the Rainy Day Fund (See Note #2.)	\$0.00	\$0.00	\$0.00		
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$4,910,221.00	\$36,699.00	\$0.00	\$0.00	\$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.

Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

☐ Follow Up Via E-mail bradfordl@fishers.in.us
E-mail Address(es)
☐ Follow Up Via Mail _____
Mailing Address (Number, Street, City, State, ZIP Code)

Section IV

I, Lisa Bradford City of Fishers
_____, fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) (Please Print)
Controller 317-595-3111 March 18, 2024

Signature Telephone Number Date (month, day, year)

Completed additional appropriation requests may be submitted to the Department via e-mail at AdditionalAppropriationRequests@dlgf.in.gov or via fax (317) 974-1629.



30 South Range Line Rd., Carmel, IN 46032 | 317.489.4444 (p) | 317.818.0756 (f)

Invoice Number		Invoice Date
75379		3/1/2024
Advertiser No.	Amount Due	Due Date
5716	\$41.10	4/30/2024

City of Fishers - Legal & Public Relations
Dept.
Chris Greisl
1 Municipal Drive
Fishers IN 46038

A fee of 1.5% will be imposed
on all balances past due.

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Current Publishing, LLC			City of Fishers - Legal & Public Relations Dept.			Invoice No. 75379		3/1/2024
Date	Order		Description		Ad Size	SubTotal	Sales Tax	Amount
3/5/2024	27306	CIF	Legal Notice/Gov - CIF: Legal Notice: Legal Notice - Notice to Taxpayers					\$20.55
3/5/2024	27306	CIG	Legal Notice/Gov - CIG: Legal Notice: Legal Notice - Notice to Taxpayers					\$20.55
						Sub Total:		\$41.10
Total Transactions: 2						Total:		\$41.10

SUMMARY Advertiser No. 5716 Invoice No. 75379 Invoice Amount \$41.10

A fee of 1.5% will be imposed on all balances past due.

Please make checks payable to Current Publishing.

You can now submit payment online using your invoice number at <https://www.youarecurrent.com/paymybill/>.

A fee of 1.5% will be imposed on all balances past due. Any credit card chargeback, returned check or stop payment on a check will result in an automatic \$40.00 fee.

We appreciate your business!

Valois, Lorena

From: Fishers Accounts Payable
Sent: Monday, March 4, 2024 11:48 AM
To: Valois, Lorena
Subject: FW: Receipt from Current Publishing

Categories: RECEIPT

FISHERS ACCOUNTS PAYABLE
Controller's Office
317.595.3141
accountspayable@fishers.in.us
3 Municipal Drive, Fishers, IN 46038



FISHERS
CONTROLLER'S OFFICE

From: no-reply@1stpaygateway.net <no-reply@1stpaygateway.net>
Sent: Monday, March 4, 2024 9:20 AM
To: Fishers Accounts Payable <accountspayable@fishers.in.us>
Subject: Receipt from Current Publishing

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

Payment Portal
3/4/2024 9:19:46 AM

Thank you for your business! If you have any questions email jackie@youarecurrent.com.

Your Payment

Order ID	1406455681275
Payment Amount	\$41.10
Response	APPROVED

Billing Information

Full Name	Lorena Valois
Address	1 Municipal Dr FISHERS, IN 46038 United States
Email Address	accountspayable@fishers.in.us
Phone Number	3175378237

Payment Information

Credit Card *****3831

Expiration Date XX/26

Additional Information

Invoice Number 75379

Account Name City of Fishers - Legal & Public Relations Dept

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

The City of Fishers, Hamilton County, Indiana (“City”), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City’s Common Council (“Council”) will conduct a public hearing during its March 18, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	<u>Addition</u>	<u>Reduction</u>
Sewer Availability Fund – Capital Expense	\$1,650,000	\$0
Municipal Health Fund – Professional Services	\$36,699	\$0
Total	\$1,686,699	\$0

The Council meeting will take place at 7:00pm at the Huston Theatre, Launch Fishers, 12175 Visionary Way, Fishers, IN. 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 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

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Dated this 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller

Hamilton County, Indiana

What's up, doc?

Commentary by Dick Wolfsie

I've had the same barber for 35 years, the same housekeeper for almost 40, and our CPA retired after 40 years, probably because she was sick of looking at my shoebox filled with receipts. Oh, and I have had the same wife for 44 years. She has no plans to retire ... I don't think.

After about 25 years, my primary care physician is calling it quits. Many local M.D.s went to Dr. Kevin Coss for their personal health needs. Kevin was known as the doctor's doctor.

You never hear that expression about other professions. I asked my plumber (who's been our plumber for 25 years) to tell me who in town is known as the "plumber's plumber."

"Most plumbers fix their own plumbing," he told me. "Unless they have a reputation for not showing up on time, then they call someone else."

Don't worry, I don't know what that means, either.

When we first arrived in Indy, my physician was Dr. Bob Palmer. He retired years ago and, sadly, has since passed away. Bob was a diminutive guy, and when he wrote me an email, he signed it, "Your dwarf inter-

nist." But don't sell him short – he was not only a superb practitioner but a World War II bomber pilot with more than 70 missions. His office was decorated with photos of him in uniform standing by his plane. I preferred this décor to my urologist's office, which is furnished with pictures of ... well, let's just leave it at that.

Dr. Bob once examined me, and the nurse came in with a worried look.

"Dr. Palmer needs to see you right away," she said.

Shaking, I went back to his office. "You have Wisenheimer's disease," he told me.

I asked what that was.

"While examining you, I saw that you have on a black sock and blue sock. That's Wisenheimer's disease."

I told him I had another pair of socks just like it at home.

Bob always came out to the waiting room and personally summoned the next person into his office. This was a small commitment in time, but it made a huge impression on the patient.

But now back to Dr. Coss. Like Dr. Palmer, he put me at ease and spent a solid hour with me at my annual checkup. He always sat down with me during our conversations. So, I never felt rushed in the examination. Even during what I will call the yearlong hypochondriacal period of my life, he was patient and understanding.

Thanks, Kevin Coss. I hope retirement treats you well. Just like you treated all your patients.



Dick Wolfsie is an author, columnist and speaker. Contact him at wolfsie@aol.com.

City Walk Development LLC is submitting a Notice of Intent to the Indiana Department of Environmental Management of the Construction Stormwater General Permit to discharge stormwater from construction activities associated with a proposed commercial development located at Lantern Road and Circle Drive in Fishers, IN. Runoff from the project site will discharge into the existing pond north of the site, east of Alhuda Foundation and west of the Nickel Plate Trail. The project site will eventually discharge into the White River. Questions or comments regarding this project should be directed to Hossam Wanas at wanas@citywalkfishers.com or 317-979-9797 with City Walk Development LLC.

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Dated this 21st day of February, 2024

CITY OF FISHERS
Lisa Bradford, City Controller
Hamilton County, Indiana

What's the use in crying?

Commentary by Terry Anker

Although the very earliest forms of expression were often cave paintings of heroic deeds against formidable opponents, animal or otherwise, art eventually matured into other forms – romantic expressions, then deities, then edifices and so on. We retell the story of our personal state, often the universal human condition, through art in all its forms – music, painting, sculpture, theater, literature, song, dance – the list goes on.

The subjects haven't found much variability in these many years. We brag of our conquests and prowess. We express our fears and loathing. And we emote. Wow, do we emote. French poet Raymond Queneau entitled his magnum opus "100,000,000,000,000 Poems," but it is unlikely that he managed to say it all. Anger, pain, love, loss and need all find outlets in our expression. The notion of human crying appears so often in song lyrics that even the vaunted artificial intelligence will not yet provide a specific answer, instead

asserting it blithely to be "a common theme" in music. No doubt.

What is the use of all the time we spend crying instead of time doing? Were we to dedicate our energy and emotion to action, would the foundation for sadness dry up? Even the great Nat King Cole observed that we'd be better off to "smile" and rhetorically queries, "What's the use of crying?" Still, there is much evidence that our sobbing is good for us, that grief has an important role in healing.

In 1981, the rock band Journey found a hit among all of those seeking revenge in "Who's Crying Now." Is there a different act that could serve us in our need to feel better? Fury? Reason? Resignation? Evolution? Even if tears are the best path, is there a point too far? Is there a point of self-indulgence?



Terry Anker is an associate editor of Current Publishing, LLC. You may email him at terry@youarecurrent.com.

One is the happiest number

Commentary by Danielle Wilson

Friends, happy days are here again! Or at least for a week. My husband Doo is away on a boys trip, leaving me and my lonesome behind. Woohoo! Actually, the dog is here, too, but you get my point. Six glorious nights of single-lady living!

I'll return each evening to a beautiful bed because I will have made it that morning. The kitchen sink will be immaculate because the dishes will be where they belong – in the dishwasher. I will not be awoken intermittently from 11 p.m. to 4 a.m. by snoring, grunting, breathing or "Is he experiencing a medical event?" And randomly discarded boxers won't be a topic of mid-level debate, nor will his definitely on-purpose turning on of all the overhead lights (those two 40-watt-bulb lamps are plenty!).

They say a man's home is his castle – until he leaves, and the queen takes over! And this queen don't mess around with her solo reign. I made a special Meijer trip to stock the fridge with my favorite frozen dinners, bakery goods and deli delights and purposefully did not schedule any

"I made a special Meijer trip to stock the fridge with my favorite frozen dinners, bakery goods and deli delights and purposefully did not schedule any plans outside of work."

– DANIELLE WILSON

plans outside of work. Me Time is free time, and if I decide to watch an entire season of "House Hunters International" while savoring two of Amy's Cheese Enchiladas and a chocolate bundt, then sue me. Oh, wait, you can't! And neither can Doo!

Will I be glad when he returns? Probably. I do still kinda like him. But am I thrilled to have the TV remote to myself and a relatively smelly smell-free bathroom? Abso-fudgin-lutely. Happy days are here again, temporarily at least, and I intend to enjoy them fully! Peace out.



Danielle Wilson is a contributing columnist. You may email her at info@youarecurrent.com.

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Dated this 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller

Hamilton County, Indiana

PUZZLE ANSWERS

A	P	P	S		P	A	U	L		H	I	T	U	P
P	L	O	P		A	C	N	E		E	V	I	T	E
B	O	N	A		R	A	I	N		R	A	N	A	T
	W	E	S	T		S	I	X	T	E	E	N	T	H
		M	A	E					M	B	A			
A	F	L		S	C	R	A	P	P	Y		S	P	Y
D	R	I	F	T		I	B	E	T		L	E	I	A
E	A	S	T	E	I	G	H	T	Y	S	I	X	T	H
P	U	T	S		T	H	O	R		M	E	T	O	O
T	D	S		A	S	T	R	I	D	E		S	N	O
				A	G	O			M	A	V			
				T	W	E	N	T	Y	F	I	R	S	T
O	C	E	A	N		O	M	E	N		I	H	O	P
T	U	N	I	C		A	C	L	U		G	E	A	R
B	E	T	T	Y		T	A	T	S		N	E	R	O

Answers to HOO-
SIEH HODGEPODGE:

Parts: CABIN, COCK-
PIT, ENGINE, NOSE,
SEAT, WING; Words:
PHANTOM, PHARMACY,
PHASE, PHEASANT,
PHYSICAL; Fly: BUTTER,
DRAGON, FIRE, HORSE;
Stars: HACKMAN, HER-
SHEY, HOPPER; Dishes:
CHOP SUEY, CHOW MEIN; Hotel: JW MARRIOTT

2	5	7	4	9	3	8	1	6
9	8	6	2	1	5	7	4	3
1	3	4	7	8	6	2	5	9
5	4	9	8	7	1	6	3	2
3	6	8	5	4	2	1	9	7
7	1	2	3	6	9	4	8	5
8	2	5	1	3	7	9	6	4
6	7	1	9	5	4	3	2	8
4	9	3	6	2	8	5	7	1

Fishers fall-prevention grants help seniors stay safe

news@currentinfishers.com

Emergency responses in Fishers that stem from accidental falls have nearly doubled since 2019, and City of Fishers departments have teamed up to try and reduce those numbers.

ASSISTANCE

According to an announcement from the city, the Fishers Department of Fire and Emergency Services and the Fishers Health Department collaborated to receive a \$30,000 Mobile Integrated Health grant from the Indiana Department of Homeland Security for the new Fishers Fall Prevention Program.

That program, which launched in November, aims to help residents age safely at home. Residents 65 and older can apply for free support, which includes home visits, fall prevention education, assistance with in-home modifications and referrals to community partners as needed.

"Falls in the home are the leading cause of injury in Fishers," Division Chief Joe Harding from the Fishers Department of Fire and Emergency Services' EMS Division stated. "For several years, our first responders have recognized that these are often preventable events, but we lacked resources to assist the individual. We quickly identified that there was a lack of funding for low- or fixed-income residents to purchase or install mobility devices on their own. These grant dollars will help us close the gap and help to keep our residents safe in their own homes."

The departments will work with organizations such as the Shepherd Center of Hamilton County and Good Samaritan Network of Hamilton County to identify residents in need of financial support.

For more, contact the Fishers Health Department Social Work program at 317-463-4361 or email socialwork@fishers.in.us.

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

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Dated this 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller
Hamilton County, Indiana





Congratulations Lawrence Central Bears

2024 IHSAA Girl's Basketball Class 4A

STATE CHAMPIONS!



STATE OF INDIANA }

COUNTY OF HAMILTON } SS. Legal Notice: Additional Appropriation
}

Petitioner: CITY OF
FISHERS
Lisa Bradford, City
Controller
Hamilton County, Indiana

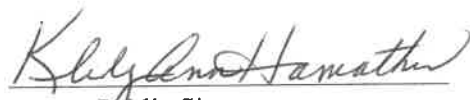
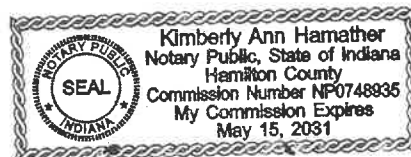
AFFIDAVIT OF PUBLICATION

Personally appeared before me, a notary public in and for said county and state, the undersigned, Steve Greenberg who, being duly sworn, says that he Publisher of Current in Fishers and Current in Lawrence/Geist newspapers of general circulation printed and published in the English language in the city of Carmel in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper once, the date of publication being as follows:

March 5, 2024



Subscribed and sworn to before me on March 6, 2023.


Notary Public Signature

Publisher's Fee: \$41.10



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Availability Funds to the City of Fishers Municipal Budget			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department: Controller			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031824A	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	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. The City of Fishers Board of Public Works approved a resolution on February 12, 2023 regarding an Agreement for the Design and Transfer of a Wastewater Line. This is an overall project to provide sanitary sewer service around the Metropolitan Airport. Initial funding for this project was provided by the 2021 Sewage Works Bond. Those funds have all been utilized and this additional appropriation is needed to complete the project.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Sewer Availability Funds \$1,650,000
	Source of Funds:	Cash Balance
	Additional Appropriation #:	60804010 44920
	Narrative:	This item is an action of requesting that \$1,650,000 be moved from the cash balance (unappropriated funding) into the spending category (appropriated funding).
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	
PROJECT TIMELINE	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.	
STAFF RECOMMENDATION (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	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Advertising 3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry	

RESOLUTION NO. R031824B

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
MUNICIPAL HEALTH FUNDS TO THE CITY OF FISHERS 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 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: Municipal Health Funds

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ _____	\$ _____
<u>Other Services & Charges</u>	\$ 36,699	\$ 36,699
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
 TOTAL for Municipal Health Fund	 \$ 36,699	 \$ 36,699

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 18th day of March, 2024.

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

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 18th day of March, 2024 at p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR’S APPROVAL

Scott A. Fadness, Mayor

March 18, 2024

DATE



MAYOR’S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. 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 M. Bennett



CERTIFIED COPY OF ADDITIONAL APPROPRIATION
State Form 55819 (R3 / 11-17)
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: City of Fishers
COUNTY NAME: Hamilton
Date of Publication
(month, day, year): 3/5/2024 Newspaper Name: Current in Fishers
Date of Publication
(month, day, year): 3/5/2024 Newspaper Name: Current in Geist
Date of Public Hearing
(month, day, year): 3/18/2024
Date Resolution Passed
(month, day, year): 3/18/2024

Unit Number: 0642
County Number: 29

DLGF USE ONLY
Date Received
(month, day, year): _____
Order Number: _____

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department. A listing of these values may be found at: <http://www.in.gov/dlgr/files/pdf/170630%20-%20Jones%20Memo%20-%20Additional%20Appropriations%20-%20Supplemental%20Information.pdf>

A. DLGF Fund Number	N/A	N/A			
B. Fund Name	Sewer Availability	Municipal Health Funds			
C. Appropriation Amount Requested	\$1,650,000.00	\$36,699.00	\$0.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$1,650,000.00	\$36,699.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$0.00	\$0.00	\$0.00		
2. Levy Excess (Line 15)	\$0.00	\$0.00	\$0.00		
3. PTRC from Local Income Tax (LIT) (Line 13A)	\$0.00	\$0.00	\$0.00		
4. LIT Levy Freeze Amount (Line 13B)	\$0.00	\$0.00	\$0.00		
5. Misc. Revenue (Line 8B) (See Note #1.)	\$1,275,410.00	\$1,001,725.00	\$0.00		
6. January 1 Cash Balance (Include investments.)	\$7,807,276.00	\$0.00	\$0.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$9,082,686.00	\$1,001,725.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00	\$0.00	\$0.00		
9. Total Funds (7 minus 8.)	\$9,082,686.00	\$1,001,725.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$928,200.00	\$965,026.00	\$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$3,244,265.00	\$0.00	\$0.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$4,172,465.00	\$965,026.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$4,910,221.00	\$36,699.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00	\$0.00	\$0.00		
16. Amount transferred to the Rainy Day Fund (See Note #2.)	\$0.00	\$0.00	\$0.00		
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$4,910,221.00	\$36,699.00	\$0.00	\$0.00	\$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.

Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

☐ Follow Up Via E-mail bradfordl@fishers.in.us
E-mail Address(es)
☐ Follow Up Via Mail _____
Mailing Address (Number, Street, City, State, ZIP Code)

Section IV

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

Controller

317-595-3111

March 18, 2024

Signature

Title

Telephone Number

Date (month, day, year)

Completed additional appropriation requests may be submitted to the Department via e-mail at AdditionalAppropriationRequests@dlgf.in.gov or via fax (317) 974-1629.

R031824A



30 South Range Line Rd., Carmel, IN 46032 | 317.489.4444 (p) | 317.818.0756 (f)

Invoice Number		Invoice Date
75379		3/1/2024
Advertiser No.	Amount Due	Due Date
5716	\$41.10	4/30/2024

City of Fishers - Legal & Public Relations
Dept.
Chris Greisl
1 Municipal Drive
Fishers IN 46038

A fee of 1.5% will be imposed
on all balances past due.

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Current Publishing, LLC			City of Fishers - Legal & Public Relations Dept.			Invoice No. 75379		3/1/2024
Date	Order		Description		Ad Size	SubTotal	Sales Tax	Amount
3/5/2024	27306	CIF	Legal Notice/Gov - CIF: Legal Notice: Legal Notice - Notice to Taxpayers					\$20.55
3/5/2024	27306	CIG	Legal Notice/Gov - CIG: Legal Notice: Legal Notice - Notice to Taxpayers					\$20.55
						Sub Total:		\$41.10
						Total Transactions: 2		Total: \$41.10

SUMMARY	Advertiser No.	5716	Invoice No.	75379	Invoice Amount	\$41.10
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A fee of 1.5% will be imposed on all balances past due.

Please make checks payable to Current Publishing.

You can now submit payment online using your invoice number at <https://www.youarecurrent.com/paymybill/>.

A fee of 1.5% will be imposed on all balances past due. Any credit card chargeback, returned check or stop payment on a check will result in an automatic \$40.00 fee.

We appreciate your business!

Valois, Lorena

From: Fishers Accounts Payable
Sent: Monday, March 4, 2024 11:48 AM
To: Valois, Lorena
Subject: FW: Receipt from Current Publishing

Categories: RECEIPT

FISHERS ACCOUNTS PAYABLE
Controller's Office
317.595.3141
accountspayable@fishers.in.us
3 Municipal Drive, Fishers, IN 46038



From: no-reply@1stpaygateway.net <no-reply@1stpaygateway.net>
Sent: Monday, March 4, 2024 9:20 AM
To: Fishers Accounts Payable <accountspayable@fishers.in.us>
Subject: Receipt from Current Publishing

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

Payment Portal
3/4/2024 9:19:46 AM

Thank you for your business! If you have any questions email jackie@youarecurrent.com.

Your Payment

Order ID	1406455681275
Payment Amount	\$41.10
Response	APPROVED

Billing Information

Full Name	Lorena Valois
Address	1 Municipal Dr FISHERS, IN 46038 United States
Email Address	accountspayable@fishers.in.us
Phone Number	3175378237

Payment Information

Credit Card *****3831

Expiration Date XX/26

Additional Information

Invoice Number 75379

Account Name City of Fishers - Legal & Public Relations Dept

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

The City of Fishers, Hamilton County, Indiana (“City”), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City’s Common Council (“Council”) will conduct a public hearing during its March 18, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	<u>Addition</u>	<u>Reduction</u>
Sewer Availability Fund – Capital Expense	\$1,650,000	\$0
Municipal Health Fund – Professional Services	\$36,699	\$0
Total	\$1,686,699	\$0

The Council meeting will take place at 7:00pm at the Huston Theatre, Launch Fishers, 12175 Visionary Way, Fishers, IN. 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 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

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Dated this 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller

Hamilton County, Indiana

What's up, doc?

Commentary by Dick Wolfsie

I've had the same barber for 35 years, the same housekeeper for almost 40, and our CPA retired after 40 years, probably because she was sick of looking at my shoebox filled with receipts. Oh, and I have had the same wife for 44 years. She has no plans to retire ... I don't think.

After about 25 years, my primary care physician is calling it quits. Many local M.D.s went to Dr. Kevin Coss for their personal health needs. Kevin was known as the doctor's doctor.

You never hear that expression about other professions. I asked my plumber (who's been our plumber for 25 years) to tell me who in town is known as the "plumber's plumber."

"Most plumbers fix their own plumbing," he told me. "Unless they have a reputation for not showing up on time, then they call someone else."

Don't worry, I don't know what that means, either.

When we first arrived in Indy, my physician was Dr. Bob Palmer. He retired years ago and, sadly, has since passed away. Bob was a diminutive guy, and when he wrote me an email, he signed it, "Your dwarf inter-

nist." But don't sell him short – he was not only a superb practitioner but a World War II bomber pilot with more than 70 missions. His office was decorated with photos of him in uniform standing by his plane. I preferred this décor to my urologist's office, which is furnished with pictures of ... well, let's just leave it at that.

Dr. Bob once examined me, and the nurse came in with a worried look.

"Dr. Palmer needs to see you right away," she said.

Shaking, I went back to his office. "You have Wisenheimer's disease," he told me.

I asked what that was.

"While examining you, I saw that you have on a black sock and blue sock. That's Wisenheimer's disease."

I told him I had another pair of socks just like it at home.

Bob always came out to the waiting room and personally summoned the next person into his office. This was a small commitment in time, but it made a huge impression on the patient.

But now back to Dr. Coss. Like Dr. Palmer, he put me at ease and spent a solid hour with me at my annual checkup. He always sat down with me during our conversations. So, I never felt rushed in the examination. Even during what I will call the yearlong hypochondriacal period of my life, he was patient and understanding.

Thanks, Kevin Coss. I hope retirement treats you well. Just like you treated all your patients.



Dick Wolfsie is an author, columnist and speaker. Contact him at wolfsie@aol.com.

City Walk Development LLC is submitting a Notice of Intent to the Indiana Department of Environmental Management of the Construction Stormwater General Permit to discharge stormwater from construction activities associated with a proposed commercial development located at Lantern Road and Circle Drive in Fishers, IN. Runoff from the project site will discharge into the existing pond north of the site, east of Alhuda Foundation and west of the Nickel Plate Trail. The project site will eventually discharge into the White River. Questions or comments regarding this project should be directed to Hossam Wanas at wanas@citywalkfishers.com or 317-979-9797 with City Walk Development LLC.

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Dated this 21st day of February, 2024

CITY OF FISHERS
Lisa Bradford, City Controller
Hamilton County, Indiana

What's the use in crying?

Commentary by Terry Anker

Although the very earliest forms of expression were often cave paintings of heroic deeds against formidable opponents, animal or otherwise, art eventually matured into other forms – romantic expressions, then deities, then edifices and so on. We retell the story of our personal state, often the universal human condition, through art in all its forms – music, painting, sculpture, theater, literature, song, dance – the list goes on.

The subjects haven't found much variability in these many years. We brag of our conquests and prowess. We express our fears and loathing. And we emote. Wow, do we emote. French poet Raymond Queneau entitled his magnum opus "100,000,000,000,000 Poems," but it is unlikely that he managed to say it all. Anger, pain, love, loss and need all find outlets in our expression. The notion of human crying appears so often in song lyrics that even the vaunted artificial intelligence will not yet provide a specific answer, instead

asserting it blithely to be "a common theme" in music. No doubt.

What is the use of all the time we spend crying instead of time doing? Were we to dedicate our energy and emotion to action, would the foundation for sadness dry up? Even the great Nat King Cole observed that we'd be better off to "smile" and rhetorically queries, "What's the use of crying?" Still, there is much evidence that our sobbing is good for us, that grief has an important role in healing.

In 1981, the rock band Journey found a hit among all of those seeking revenge in "Who's Crying Now." Is there a different act that could serve us in our need to feel better? Fury? Reason? Resignation? Evolution? Even if tears are the best path, is there a point too far? Is there a point of self-indulgence?



Terry Anker is an associate editor of Current Publishing, LLC. You may email him at terry@youarecurrent.com.

One is the happiest number

Commentary by Danielle Wilson

Friends, happy days are here again! Or at least for a week. My husband Doo is away on a boys trip, leaving me and my lonesome behind. Woohoo! Actually, the dog is here, too, but you get my point. Six glorious nights of single-lady living!

I'll return each evening to a beautiful bed because I will have made it that morning. The kitchen sink will be immaculate because the dishes will be where they belong – in the dishwasher. I will not be awoken intermittently from 11 p.m. to 4 a.m. by snoring, grunting, breathing or "Is he experiencing a medical event?" And randomly discarded boxers won't be a topic of mid-level debate, nor will his definitely on-purpose turning on of all the overhead lights (those two 40-watt-bulb lamps are plenty!).

They say a man's home is his castle – until he leaves, and the queen takes over! And this queen don't mess around with her solo reign. I made a special Meijer trip to stock the fridge with my favorite frozen dinners, bakery goods and deli delights and purposefully did not schedule any

"I made a special Meijer trip to stock the fridge with my favorite frozen dinners, bakery goods and deli delights and purposefully did not schedule any plans outside of work."

– DANIELLE WILSON

plans outside of work. Me Time is free time, and if I decide to watch an entire season of "House Hunters International" while savoring two of Amy's Cheese Enchiladas and a chocolate bundt, then sue me. Oh, wait, you can't! And neither can Doo!

Will I be glad when he returns? Probably. I do still kinda like him. But am I thrilled to have the TV remote to myself and a relatively smelly smell-free bathroom? Abso-fudgin-lutely. Happy days are here again, temporarily at least, and I intend to enjoy them fully! Peace out.



Danielle Wilson is a contributing columnist. You may email her at info@youarecurrent.com.

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

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	<u>Addition</u>	<u>Reduction</u>
Sewer Availability Fund – Capital Expense	\$1,650,000	\$0
Municipal Health Fund – Professional Services	\$36,699	\$0
Total	\$1,686,699	\$0

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Dated this 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller

Hamilton County, Indiana

PUZZLE ANSWERS

A	P	P	S		P	A	U	L		H	I	T	U	P
P	L	O	P		A	C	N	E		E	V	I	T	E
B	O	N	A		R	A	I	N		R	A	N	A	T
	W	E	S	T		S	I	X	T	E		N	T	H
		M	A	E					M	B	A			
A	F	L		S	C	R	A	P	P	Y		S	P	Y
D	R	I	F	T		I	B	E	T		L	E	I	A
E	A	S	T	E	I	G	H	T	Y	S	I	X	T	H
P	U	T	S		T	H	O	R		M	E	T	O	O
T	D	S		A	S	T	R	I	D	E		S	N	O
			A	G	O				M	A	V			
	T	W	E	N	T	Y	F	I	R	S	T			
O	C	E	A	N		O	M	E	N		I	H	O	P
T	U	N	I	C		A	C	L	U		G	E	A	R
B	E	T	T	Y		T	A	T	S		N	E	R	O

Answers to HOO-
SIEH HODGEPODGE:

Parts: CABIN, COCK-
PIT, ENGINE, NOSE,
SEAT, WING; Words:
PHANTOM, PHARMACY,
PHASE, PHEASANT,
PHYSICAL; Fly: BUTTER,
DRAGON, FIRE, HORSE;
Stars: HACKMAN, HER-
SHEY, HOPPER; Dishes:
CHOP SUEY, CHOW MEIN; Hotel: JW MARRIOTT

2	5	7	4	9	3	8	1	6
9	8	6	2	1	5	7	4	3
1	3	4	7	8	6	2	5	9
5	4	9	8	7	1	6	3	2
3	6	8	5	4	2	1	9	7
7	1	2	3	6	9	4	8	5
8	2	5	1	3	7	9	6	4
6	7	1	9	5	4	3	2	8
4	9	3	6	2	8	5	7	1

Fishers fall-prevention grants help seniors stay safe

news@currentinfishers.com

Emergency responses in Fishers that stem from accidental falls have nearly doubled since 2019, and City of Fishers departments have teamed up to try and reduce those numbers.

ASSISTANCE

According to an announcement from the city, the Fishers Department of Fire and Emergency Services and the Fishers Health Department collaborated to receive a \$30,000 Mobile Integrated Health grant from the Indiana Department of Homeland Security for the new Fishers Fall Prevention Program.

That program, which launched in November, aims to help residents age safely at home. Residents 65 and older can apply for free support, which includes home visits, fall prevention education, assistance with in-home modifications and referrals to community partners as needed.

"Falls in the home are the leading cause of injury in Fishers," Division Chief Joe Harding from the Fishers Department of Fire and Emergency Services' EMS Division stated. "For several years, our first responders have recognized that these are often preventable events, but we lacked resources to assist the individual. We quickly identified that there was a lack of funding for low- or fixed-income residents to purchase or install mobility devices on their own. These grant dollars will help us close the gap and help to keep our residents safe in their own homes."

The departments will work with organizations such as the Shepherd Center of Hamilton County and Good Samaritan Network of Hamilton County to identify residents in need of financial support.

For more, contact the Fishers Health Department Social Work program at 317-463-4361 or email socialwork@fishers.in.us.

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATION

The City of Fishers, Hamilton County, Indiana ("City"), pursuant to Ind. Code §6-1.1-18-5, hereby provides NOTICE that the City's Common Council ("Council") will conduct a public hearing during its March 18, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Sewer Availability Fund – Capital Expense	\$1,650,000	\$0
Municipal Health Fund – Professional Services	\$36,699	\$0
Total	\$1,686,699	\$0

The Council meeting will take place at 7:00pm at the Huston Theatre, Launch Fishers, 12175 Visionary Way, Fishers, IN. 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 21st day of February, 2024

CITY OF FISHERS

Lisa Bradford, City Controller
Hamilton County, Indiana





Congratulations Lawrence Central Bears
2024 IHSAA Girl's Basketball Class 4A
STATE CHAMPIONS!



STATE OF INDIANA }

COUNTY OF HAMILTON } SS. Legal Notice: Additional Appropriation
}

Petitioner: CITY OF
FISHERS
Lisa Bradford, City
Controller
Hamilton County, Indiana

AFFIDAVIT OF PUBLICATION

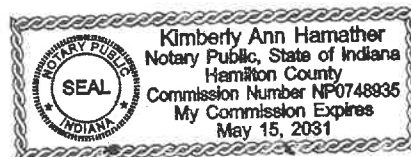
Personally appeared before me, a notary public in and for said county and state, the undersigned, Steve Greenberg who, being duly sworn, says that he Publisher of Current in Fishers and Current in Lawrence/Geist newspapers of general circulation printed and published in the English language in the city of Carmel in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper once, the date of publication being as follows:

March 5, 2024

Steve Greenberg

Subscribed and sworn to before me on March 6, 2023.

Kimberly Ann Hamather
Notary Public Signature



Publisher's Fee: \$41.10



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Municipal Health Funds to the City of Fishers Municipal Budget			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller Department: Controller			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R031824B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☐ Department Head	☒ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	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. During the 2024 municipal budget process, the City adopted a budget for the Municipal Health Fund based upon the revenue that was to be distributed by the State of Indiana. After the 2024 City of Fishers Municipal Health Fund budget was adopted, the State of Indiana distributed additional funds to the City. This additional appropriation is for those funds.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Municipal Health Funds \$36,699
	Source of Funds:	2024 Revenue
	Additional Appropriation #:	21105058 43100
	Narrative:	This item is an action of requesting that \$36,699 be added to the 2024 budget based upon revenue to be distributed to the City of Fishers.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve this resolution and request
	2.	Deny this resolution and request
	3.	Provide alternate direction
	4.	
PROJECT TIMELINE	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.	
STAFF RECOMMENDATION (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	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A - Advertising 3. Exhibit B - Additional Appropriation Worksheet for DFLG online entry	

ORDINANCE NO. 031824

AN ORDINANCE OF THE CITY OF FISHERS COMMON COUNCIL AMENDING THE CODE OF ORDINANCES TO ADD CHAPTER 132 (LOITERING)

WHEREAS, pursuant to Ind. Code §36-8-2-4, the City of Fishers (“City”) may regulate conduct, or use or possession of property, that might endanger the public health, safety, or welfare;

WHEREAS, pursuant to Ind. Code §36-8-2-9, the City may regulate public gatherings;

WHEREAS, the City has enacted Section 5.8.2 of its Unified Development Ordinance which requires a special event permit for certain events occurring on private property;

WHEREAS, the City has experienced an increase in unpermitted gatherings of people and motorized vehicles that occur on both private property and public property and that are impacting public right of way and/or public property as well as increasing negative impacts on the City’s residents and businesses; and

WHEREAS, in the interest of public health safety and welfare, the City desires to regulate the gatherings that impact public right of way and public property.

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

SECTION 1. Chapter 132 is hereby created and added to the City of Fishers Code of Ordinances as follows:

§132.10. Loitering Prohibited.

- (a) It shall be unlawful for any person to enter or remain within any parking garage or parking lot owned by the City of Fishers or within a public parking section of any privately-owned parking garage or parking lot located within the City’s corporate boundaries at a time or in a manner that warrants a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the parking garage, parking lot, or surrounding area.
- (b) It shall be unlawful for any person to enter or remain within any parking garage or parking lot owned by the City of Fishers or within a public parking section of any privately-owned parking garage or parking lot located within the City’s corporate boundaries if such person would create or cause to be created any of the following:
 - (1) Actual or danger of a breach of the peace;
 - (2) The unreasonable danger of a disturbance to the safety of any person in a parking garage, parking lot, public way, street, highway, place or alley;

(3) The obstruction or attempted obstruction of the free normal flow of vehicular traffic or the normal passage of pedestrian traffic in or upon any parking garage, parking lot, public way, street, highway, place or alley;

(4) The obstruction or interference or attempt to obstruct or interfere with any person lawfully on or in a public way, street, highway, place or alley, in a manner that would cause a reasonable person or pedestrian of a parking garage, parking lot, public way, street, highway, place or alley to fear for his or her safety; or

(5) The obstruction or interference of patrons in the normal course of business.

(b) It shall be unlawful for any person to remain within any parking garage or parking lot owned by the City of Fishers or within a public parking section of a privately-owned parking garage or parking lot located within the City's corporate boundaries, after being directed by a uniformed or otherwise properly identified City of Fishers police officer to leave the premises.

§132.99 Enforcement and Penalty.

(a) Citations for violation of this chapter may be issued by the Fishers Police Department. Any person who shall violate any provision of this section shall be subject to the following penalty provisions:

(1) Except as otherwise provided by state law, rule or regulation, any violation of this section shall be punished by a fine of \$250.

(b) Any person issued a violation of the restrictions and provisions of this chapter shall pay a fine to the City's Ordinance Violations Bureau in the amount set forth in §36.08. If the violation is not paid, an enforcement action may be filed by the Fishers Law Department in the Fishers City Court.

SECTION 2. Section 36.08 of the Code of Ordinances is hereby amended as follows:

§ 36.08 SCHEDULE OF FINES.

(A) Fines or fees imposed by reason of a violation of any of the following ordinances shall be eligible for disposition at the Ordinance Violations Bureau established within the city.

Violation – Loitering	Code Section	Violation
All Sections	132.99	\$250

SECTION 3. All other provisions of the City's ordinances not in conflict with or specifically changed by this amendment shall remain in full force and effect.

SECTION 4. If any provision of this Ordinance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this

Ordinance shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 5. This Ordinance shall be of full force and effect in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this 18th day of March 2024.

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

YAY		NAY	ABSTAIN
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 _____ 2024 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



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	A Request to Amend the City of Fishers Code of Ordinances to Add Chapter 132 (Loitering)			
SUBMITTED BY	Name & Title: Chief Ed Gebhart, Police Chief Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading
	Ordinance #:		Resolution #: 031824	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	

HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office
APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head		☐ Controller's Office
	☒ Department Head		☐ Finance Committee
	☐ Deputy Mayor		☐ Technical Advisory Committee
	☒ Mayor		☒ Other:
	☒ Legal Counsel – <i>Name of Reviewer:</i> Lindsey Bennetl		
BACKGROUND (Includes description, background, and justification)	In the past few months, the City of Fishers has experienced large groups of people gathering at certain locations within the City, causing negative impacts on the City's residents and business. While some of these groups may be eligible for a special event permit and could seek this permit, most are not and have been utilizing public garages, public parking lots, public right of way and streets for their gatherings. The Police Department desires to have a mechanism to protect the health, safety and welfare of the City and is proposing a prohibition against loitering. Any person who violates the ordinance will be cited by an officer and shall pay a \$250 for each occurrence.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		
	Source of Funds:		
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Ordinance	
	2.		
	3.		
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve Ordinance		
SUPPLEMENTAL INFORMATION (List all attached documents)			

ORDINANCE NO. 031824B

**AN ORDINANCE OF THE COMMON COUNCIL
VACATING A PORTION OF AN EASEMENT IN THE
CITY OF FISHERS, HAMILTON COUNTY, INDIANA.**

WHEREAS, Fishers 96 LLC, is the owner of the property affected by the vacation, and more specifically described in Exhibit A, attached hereto and incorporated herein (the "Real Estate");

WHEREAS, to complete construction of the proposed project, a portion of a Utility Easement (U.E.) within the Marsh Secondary Plat must be vacated;

WHEREAS, the Council now desires to vacate the areas of the easement depicted in Exhibit A attached hereto and incorporated herein (the "Vacation Area");

WHEREAS, a public hearing on this matter has been held consistent with and pursuant to Ind. Code § 36-7-3-16; and

WHEREAS, no remonstrance or objection to this matter has been filed by any party.

NOW THEREFORE BE IT ORDAINED by the Common Council of the City of Fishers, Hamilton County, Indiana acting pursuant to the authority granted to it by Ind. Code § 36-7-3-16 as follows:

Section 1. The Council hereby determines the following:

(a) vacation of the proposed Vacation Area will not hinder the growth or orderly development of the unit or neighborhood in which the Vacation Area is located or to which the Vacation Area is contiguous; and

(b) vacating the proposed Vacation Area does not make access to the lands of any person by means of public way difficult or inconvenient; and vacating the proposed Vacation Area does not hinder the public's access to a church, school, or other public building or place.

Section 2. The Vacation Area is hereby vacated.

Section 3. This Ordinance shall be in full force and effect upon adoption.

Section 4. This Ordinance shall be recorded in the Office of the Hamilton County, Indiana Recorder.

SO BE IT ORDAINED by the Common Council of The City of Fishers, Hamilton County, Indiana this 18th of March 2024.

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

YAY

NAY

ABSTAIN

	Cecilia C. Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 _____ 2024 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

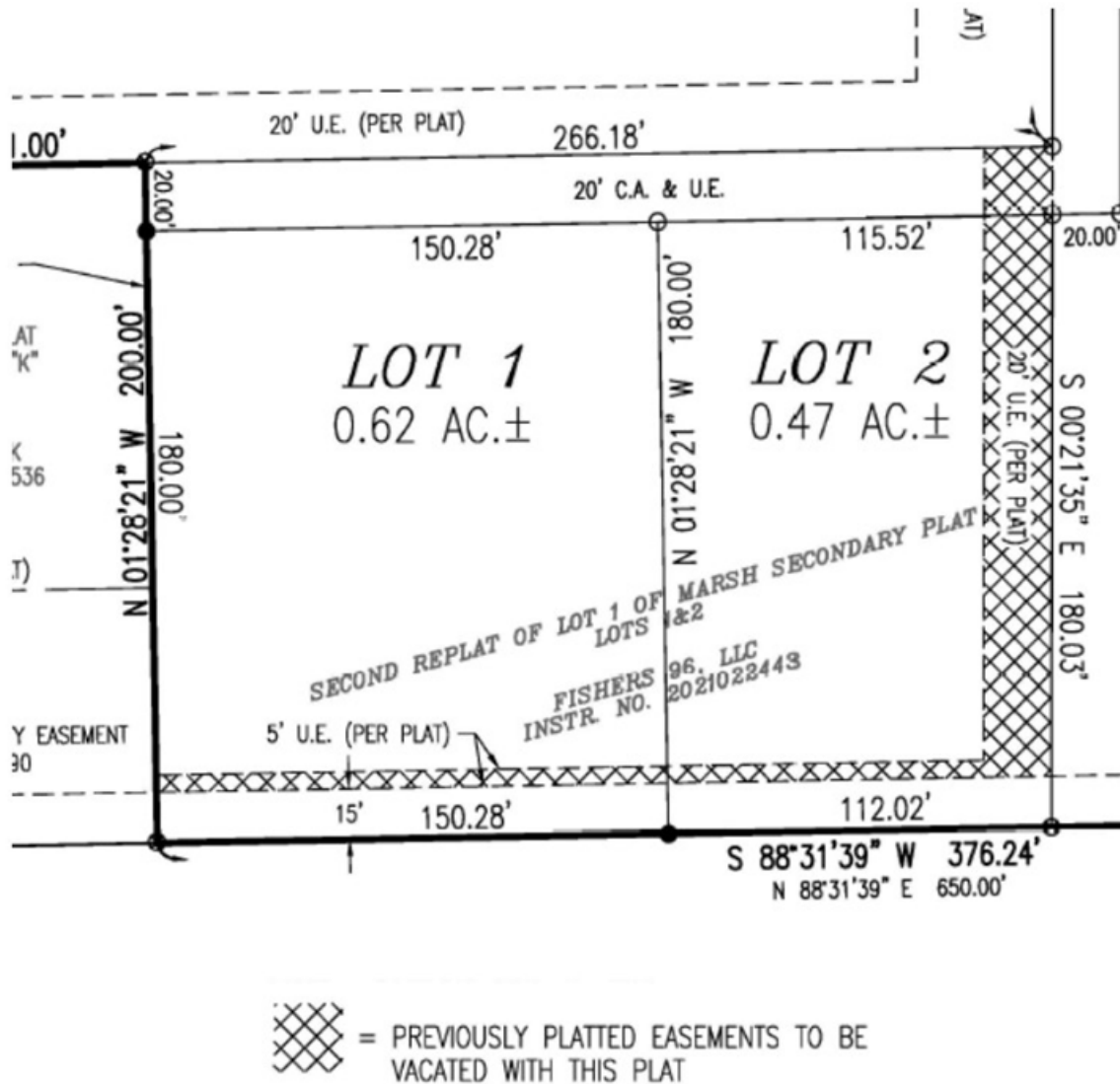
DATE



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

Exhibit A
Vacation Area



8764 E 96th Street & 8768 E 96th Street Fishers, Indiana 46037
15-14-12-00-05-011.303 & 15-14-12-00-05-011.313



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	Request to Vacate a utility easement within the Marsh Plat. Subject site is generally located north of 96th Street (VAC-24-1)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☒ 2 nd Reading	☐ Public Hearing	☒ 3 rd Reading ☒ Final Reading
	Ordinance #: 031824B		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☒ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	Request to vacate a utility easement within the Marsh Plat. Subject site is generally located north of 96th Street at the common address of 8764 and 8768 E 96th Street. As part of the ongoing Strongbox development at the old Marsh location at the intersection of E 96th Street and Lantern Road, the developer has replatting the Marsh Plat lots. The installation of new utilities requires an existing utility easement to be vacated and relocated. Once vacated, the new easement will be recorded.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Have a combined 1 st , 2 nd , and 3 rd Reading and Public Hearing
	2.	Hold a 1 st Reading and Public Hearing
	3.	Continue
	4.	Take no action
PROJECT TIMELINE	March 18, 2024 - Public Hearing, 1st, 2nd, and 3rd Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council suspend the rules and approve the Utility Easement Vacation (VAC-24-1) as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 031824C
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 7.12 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 March 18, 2024, 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 April 15, 2024, 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 Geist Community Center.

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 7.12 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 Geist Community Center Annexation, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 2.** **Council District.** The above-described real estate is hereby assigned to 1 - Fishers Southeast and shall become a part thereof immediately upon the effective date of this ordinance.

Section 3. **Effective Date.** This ordinance shall be in full force and effect May 16, 2024 and as provided by Indiana law.

Section 4. All ordinances or parts thereof in conflict herewith are hereby repealed.

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 15th day of April 2024.

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

YAY

NAY

ABSTAIN

	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, 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 _____ 2024 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



Exhibit A

Legal Description of Real Estate

Part of the East half of the Southeast Quarter of Section 12, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the said Southeast Quarter; thence South 86 degrees 22'46" West (assumed bearing) along the South line of said Southeast Quarter 607.12 feet to the Point of Beginning; thence continuing South 86 degrees 22'46" West along the said South line 400.00 feet; thence North 00 degrees 11'40" East parallel with the West line of the East Half of the said Southeast Quarter 859.76 feet to the South line of a tract of land conveyed to 96th' Street Properties, LLC per Quit Claim Deed recorded as Instrument Number 200000052921 in the Office of the Recorder of Hamilton County, Indiana, (the next two courses are along the South line of said tract): thence South 54 degrees 3'45" East 59.58 feet; 2) thence South 76 degrees 17'12" East 360.34 feet to a point which bears North 0 degrees 11'40" East from the point of beginning; thence South 0 degrees 11'40" West Parallel with the West line of the said East half 714.67 feet to the point of beginning, containing 7,122 acres, more or less.

14500 E. 96th St, McCordsville IN, 46055
13-15-12-00-00-013.005

Exhibit B
Graphic Depiction of Real Estate



14500 E. 96th St, McCordsville IN, 46055
13-15-12-00-00-013.005



Council Action Form

MEETING DATE	March 18, 2024			
TITLE	Request to approve a voluntary annexation of 7.12 acres, known as the Geist Community Center property. Subject site is generally located north of E. 96 th and west of Georgia Road, with a common address of 14500 E. 96 th Street (ANX-24-1)			
SUBMITTED BY	Name & Title: Ross Hilleary, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☒ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #: 031824C		Resolution #:	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	The property is contiguous to the current city limits, exceeding the contiguity requirements per Indiana Code 36-4-3-1.5 (12.5% contiguity required). This voluntary annexation is being processed in accordance with IC-4-3-5.1 "Petitions signed by 100% of landowners." The property is currently contiguous to current city limits and the petition has been signed by 100% of the landowners. In accordance with IC 36-4-3-3.1, staff will present a "written fiscal plan" at Final Reading before adoption of the annexation ordinance.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold First Reading & Public Hearing
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	March 18, 2024 - Proposed 1st Reading & Public Hearing - City Council April 15, 2024 - Proposed Final Reading & Fiscal Plan - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1 st Reading and Public Hearing for Geist Community Center property (ANX-24-1).	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

