



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: 8/21/2023

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**
- 2. Announcements**
- 3. Proclamations**
- 4. Presentations**
 - a. Service Awards: Fire Department (20 Years): Martin Devine, Seth Johnson, and Todd Rielage
 - b. Presentation - CAD Interoperability (Senate Enrolled Act 316)
- 5. Council Committee Reports**
 - a. Finance Committee Report - NO REPORT
- 6. Department Reports**
 - a. Health Department Report - REPORT
- 7. Council Business**
- 8. Consent Agenda**

- a. Request to approve the previous meeting minutes from the HSE Joint Session meeting on July 17, 2023 and the Fishers City Council meeting on July 17, 2023
- b. R082123 - 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 - Budget/Financial

- a. 082123 - 2024 Municipal Budget Presentation - PRESENTATION
- b. R082123A - A Request to Appropriate Additional Court Perpetuation Funds - Public Hearing: Council Action Form I Exhibit A I Exhibit B I Resolution
- c. R082123B - A Request to Appropriate Additional Continuing Education Funds - Hearing: Council Action Form I Exhibit A I Exhibit B I Resolution
- d. R082123C - A Request to Appropriate Additional Sewer Funds - Public Hearing: Council Action Form I Exhibit A I Exhibit B I Resolution

10. Regular Agenda - Economic Development

- a. R082123D - A Request to Approve Confirmatory Resolution with OnPoint Innovation - Public Hearing: Council Action Form I Resolution
- b. R082123E - A Request to Approve Confirmatory Resolution with Pure Pharmacy - Public Hearing: Council Action Form I Resolution
- c. R082123M - A Request to Approve a Resolution Amending an Agreement with Andretti Autosport Holding Company: Council Action Form I Exhibit A I Resolution

11. Regular Agenda - Government/Miscellaneous

- a. R082123F - A Resolution of the Common Council Concerning the Designation of a Professional Sports & Convention Development Area: Council Action Form I Exhibit A I Exhibit B I Resolution
- b. R082123G - A Resolution of the Common Council for the City of Fishers Regarding Non-Profit Funding for the 2023 Municipal Budget: Council Action Form I Exhibit A I Exhibit B I Resolution
- c. R082123H - A Resolution Approving the Use of Holland Park (Adult Softball): Council Action Form I Resolution
- d. R082123I - A Resolution Approving an Interlocal Agreement with Hamilton County Indiana Concerning the Distribution of Certain Local Public Health Revenues: Council Action Form I Exhibit A I Resolution

12. Regular Agenda - Planning & Zoning

- a. 061923A - Consideration of a text amendment to the Exit 5 / Sunbeam PUD to amend sign standards for The Link at Fishers District building, fka the Navient building. (TA-23-4) - Final Reading: Council Action Form I Exhibit A I Ordinance
- b. 082123B - Request to approve the right-of-way vacation of E 121st Street and Circle Drive, east of Lantern Road within the Circle Heights subdivision (VAC-23-5) - Public Hearing, 1st, 2nd, and 3rd Reading: Council Action Form I Exhibit A I Ordinance

13. Regular Agenda - Voluntary Annexations

- a. Geist Forest Annexation: R082123J - Request to approve a resolution adopting the Fiscal Plan for the Geist Forest Annexation (ANX-22-10): Council Action Form I Exhibit A I Resolution
- b. Geist Forest Annexation: 041723E - Request to approve a voluntary annexation of 29.04 acres, known as Geist Forest. Subject site is generally located Northeast of Geist Ridge and Florida Rd. (ANX-22-10) - Final Reading: Council Action Form I Ordinance
- c. City Walk Annexation: R082123K - Request to approve a resolution adopting the Fiscal Plan for the City Walk Annexation, Lot 1-7 and 9- 12 (ANX-23-7): Council Action Form I Exhibit A I Resolution
- d. City Walk Annexation: 061923E - Request to approve a voluntary annexation of 4.05 acres known as the City Walk Annexation. Subject site includes Lot 1-7, and Lot 9-12 of the Circle Heights subdivision. (ANX-23-7) - Final Reading: Council Action Form I Ordinance
- e. City Walk Annexation: R082123L- Request to approve a resolution adopting the Fiscal Plan for City Walk Annexation, Lot 17 (ANX-23-8): Council Action Form I Exhibit A I Resolution
- f. City Walk Annexation: 061923F - Request to approve a voluntary annexation of .35 acres known as the City Walk Annexation. Subject site includes Lot 17 of the Circle Height Subdivision, common address 12162 Lantern Road. (ANX-23-8) - Final Reading: Council Action Form I Ordinance
- g. Nix Annexation: 082123C - Request to approve a voluntary annexation of 5 acres known as the Nix Property. Subject site is located east of Mollenkopf Road, common address 10405 Mollenkopf Road (ANX-23-9) - 1st Reading & Public Hearing: Council Action Form I Ordinance
- h. Kaley Annexation: 082123D - Request to approve a voluntary annexation of 3.37 acres known as the Kaley Property. Subject site is located north of 126th Street, common address 8460 E 12th Street (ANX-23-10) - 1st Reading & Public Hearing: Council Action Form I Ordinance

14. Regular Items - Any other Unfinished / New Business

15. Regular Items - Community Comment

- a. Submitted Online Comments

16. Regular Items - Meeting Adjournment

Fishers City Council
Minutes
July 12, 2023

BOARD/COMMISSION: Joint Meeting: City Council Meeting and Board of Trustees of Hamilton Southeastern School Corporation

DATE: 7/12/2023

DIRECTIONS: Hamilton Southeastern School Corporation, Central Office, 13485 Cumberland Road, Fishers Indiana

SPECIAL CITY COUNCIL MEETING, 5:30 P.M

1. Meeting Called to Order with the Pledge of Allegiance

President John Weingardt called the meeting to order at 5:40 p.m. Present were Pete Peterson, Selina Stoller, Brad DeReamer, Todd Zimmerman, David Giffel, Crystal Neumann, Cecilia Coble. Jocelyn Vare arrived about 7:15pm. Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, Lisa Bradford, Lindsey Bennett, Jason Taylor, Ashley Elrod, Megan Baumgartner, Jake Reardon McSolely

2. Community Comment: NONE

REGULAR AGENDA

3. (HSE) Requesting approval of Resolution to place the School Operating Referendum on the November Ballot.

4. (City) R071223A – Request to approve Resolution of the Common Council for the City of Fishers, Hamilton County, Indiana Supporting Hamilton Southeastern School Corporation's Extension of the Operating Referendum Tax Levy. Resolution

- Mayor Scott Fadness presented. Jocelyn Vare, Todd Zimmerman, Selina Stoller and Cecilia Coble all spoke in favor of approval. John Weingardt made motion, Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed.

5. Meeting Adjournment

- Pete Peterson made a motion to adjourn the city council meeting. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed. The meeting was adjourned at 7:36 p.m.

Respectfully Submitted,



Lindsey M. Bennett
Fishers City Attorney

Fishers City Council
Minutes
July 12, 2023

BOARD/COMMISSION: City Council Meeting

DATE: 7/12/2023

DIRECTIONS: Hamilton Southeastern School Corporation, Central Office, 13485 Cumberland Road, Fishers Indiana

SPECIAL CITY COUNCIL MEETING, 6:45 p.m., Mudsock Room

1. **Meeting Called to Order with the Pledge of Allegiance**
President John Weingardt called the meeting to order at 7:10 p.m. Present were Pete Peterson, Selina Stoller, Brad DeReamer, Todd Zimmerman, David Giffel, Crystal Neumann, Cecilia Coble. Jocelyn Vare arrived about 7:15pm. Others present were Mayor Scott Fadness, Deputy Mayor Elliott Hultgren, Lisa Bradford, Lindsey Bennett, Jason Taylor, Megan Baumgartner, Jake Reardon McSolely, Delaware Trustee Debbie Driskell, Marilyn Schenkel, and Samantha Chapman
2. **Announcements: NONE**
3. **Proclamations: NONE**
4. **Presentations:**
 - a. **Police Swearing In: NONE**
 - b. **Delaware Township Trustee**
 - i. Debbie Driskell and Jason Taylor discussed the interlocal for design and construction of the 131st Street Trail as well as the partnership for the pedestrian bridge over the White River
5. **Council Committee Reports**
 - a. **Finance Committee Report – NONE**
6. **Department Reports**
 - a. **Health Department Report - REPORT**
 - b. **Engineering Report - REPORT**
7. **Consent Agenda:**
 - a. Request to approve the previous meeting minutes from June 19 2023 City Council Meeting.
 - b. R071223 – A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds
 - Pete Peterson made a motion to approve the Consent Agenda. Todd Zimmerman seconded the motion. All members voted yay. The motion passed.

REGULAR AGENDA

Government/Miscellaneous

8. 061923 - An Amendment to Chapter 51 of the City of Fishers Code of Ordinances (Sewer Use) – 2nd & 3rd Reading: [Council Action Form](#) | [Ordinance](#)
 - Lisa Bradford made her presentation to the council members.

- Pete Peterson made a motion to have the 2nd & 3rd Reading of ordinance and to Approve **061923**. Selina Stoller seconded the motion. All members voted yay. The motion passed.

Planning & Zoning

9. **071223** - Request to approve a voluntary annexation of 5 acres known as Nix Property. Subject site is located at 10405 Mollenkopf Road (ANX-23-9) **1st Reading & Public Hearing Continued to August**

REGULAR ITEMS

10. Any other Unfinished / New Business:
None
11. Community Comment: None
None
12. Meeting Adjournment
 - Pete Peterson made a motion to adjourn the city council meeting. Cecilia Coble seconded the motion. There was no remonstrance and all members voted yay. The motion passed. The meeting was adjourned at 7:36 p.m.

Respectfully Submitted,



Lindsey M. Bennett
Fishers City Attorney



To: Fishers City Council
From: Jason Taylor, P.E. –Director of Engineering
Date: July 12, 2023

RE: Barrett Law of Commercial Private Roadways – Britton Park/Trade Center and Publishers Business Parks

Purpose

The purpose of this memorandum is to provide the City Council with information concerning the current status of the Barrett Law of Commercial Private Roadways. Specifically, the private roadways within the Britton Park/Trade Center and Publishers Business Parks. (exhibits included)

Summary

Since 2022, the City and the business owners within the above mentioned business parks have been collaborating on ways the private roadways can be improved and what support the City can provide to the business owners. Through the discussions, it was determined the Barrett Law process was an avenue that allowed the improvements to occur while not requiring the businesses to bear the costs in a single lump sum. Once the Barrett Law process was determined to be a way to accomplish the improvements while spreading the payments over time, the Department of Engineering communicated with the businesses of the intent through a series of presentations and one-on-one meetings.

On March 14th, the Board of Public Works & Safety approved the preliminary resolution to begin the Barrett Law process for both commercial private roadways. Those resolutions can be found here: [Barrett East](#) and [Barrett West](#). Per Indiana Code 36-9-36, the City mailed official notifications to the property owners/businesses that a Public Hearing will be held at the Board of Public Works and Safety meeting on March 28, 2023. Although not required, the City provided additional information to the property owners/businesses concerning the construction costs that can be expected. An example letter is included as an attachment in this memo.

Approximately eight (8) of the property and/or business owners, including the property manager, were in attendance at the March 28, 2023 meeting for the public hearing. Comments were provided and the video of the meeting can be found [here](#). One property owner hired an attorney, of which was present and spoke against the project with the other property owners being generally supportive of the need of the improvements but had concerns related to the total costs. As such, the mayor and other board members requested the Department of Engineering to revisit the scope of the work to determine if there were other methods for the improvements that could be explored and provide an alternate of the work being performed in 2024.

Since those meetings, the Department of Engineering and City Attorney have communicated the allocation percentage to the property/business owners through the property manager, but due to the requirements of IC-36-9-36, the total costs of the project will not be determined until after full completion of the improvements.

With the feedback and direction from the board, an updated timeline (60 days) for the project has been determined:

- May 8th thru June 11th **COMPLETED**
 - May 11th - Core samples taken in the field for Geo-tech firm laboratory evaluation.
 - Geo-tech firm analyze core samples in laboratory of existing cross -section of pavement and condition of sub grade.
 - Geo-Tech firm will create report on lab analysis with recommendations on possible scope changes.
 - Revise scope and prepare project manual bid documents to be advertised for bid.
 - This timeline has changed due to the industry not having availability to perform the work
- June 12th thru June 20th **COMPLETED**
 - Geo-Tech Firm completed analysis of core samples and submitted report.
 - City Engineering Department is reviewing Geo-Tech report, and will utilize in the revision of the project scope.
 - Continue discussion on ways to reduce financing costs.
 - Complete revised new project manual to prepare for bid letting.
- June 21st thru July 8th **Project is currently out to bid Revised from previous update**
 - Project was advertised for bid July 5th – to help have actual costs instead of engineer estimates.
 - Bids Due July 24th – Open contractor bids
- July 10th thru August 2nd **Revised from previous update**
 - Proposed City information meeting to answer questions and share bid results
 - Proposed date for POA meeting for POA to approve conditional road dedication agreement document to be presented at following Board of Public Works and Safety
 - City will be guest of POA meeting to answer any questions
- August 8th **Revised from previous update**
 - Present updates (bid and dedication documents) to the Board of Public Works & Safety
 - The City is still working towards trying to maintain this schedule however, it is important to ensure transparency, and follow the correct procedures, as opposed to meeting artificial deadlines.

The Engineering Department has been in continuous communication with all property owners via the Property Owners Association management with weekly status updates including timeline, road dedication process, and current steps being taken. Progress was made on determining a revised construction scope. The Engineering Department hired Geo-Tech firm Terracon to collect roadway and subgrade core samples in the field for laboratory analysis and further recommendations on construction/rehabilitation options in an effort to reduce overall costs. Those recommendations resulted in requesting an alternate scope bid, along with a base bid, from prospective bidders to compare overall costs. Engineering staff met with the Controller's Office, City Attorney, and a bond finance professional to continue to evaluate and explore bond financing cost savings. Under the current timeline we anticipate being able to share results from the bid process with property owners/businesses before the beginning of August. The intent is still for the roadways to be under construction and completed prior to the end of the 2023 construction season, but it has been communicated the work may move to 2024 due to pricing and scheduling.



Fishers Health Department Update – 7/12/2023

Senate Enrolled Act 4 - Governors Public Health Commission Legislation

- Hamilton County Commissioners opted in to receive the new public health funding. Fishers Health Department to receive ~\$1M in 2024. Next step requires joint interlocal agreement between Hamilton County Health Department and Fishers Health Department, along with detailed budget and KPIs, by September 1, 2023. Funding for 2024 may increase depending on final number of counties opting in for funding.

Health Conditions Under Watch:

- Arboviral season March – November with peak mosquito season in July. Monitoring for West Nile Virus through vector control activities: no positive findings to date; 45 mosquito infections and 0 human infections county-wide 2022.

Community Health Assessment:

- Writing report based on analyses data and developing community-based surveys, focus groups for remainder of summer 2023.

Core Health Services (June 2023)

- 146 patients seen for non-COVID-19 immunizations and tuberculosis (TB) tests.
- 110 COVID-19 vaccines administered. Booster uptake 22.8%.
- 8 COVID-19 tests administered. All tests are currently offered free of charge through COVID-19 grant funding.
- Reportable conditions continue to be managed at a steady pace and monitored for outbreak potential.

Mental Health

- Launched the new [StigmaFreeFishers](#) platform powered by CredibleMind on May 1. First 60 days: 2,301 users with 2,799 sessions on the platform. Users largely from Fishers and surrounding area. Most common features used are mental health assessments (825) around depression and anxiety, and over 195 unique resources used.
- Launched Mental Health Matters monthly newsletters. July newsletter available [here](#). In addition to highlighting mental health issues, the newsletter includes resources and event information, and is a leading contributor to internet traffic to the Stigma Free Fishers website.
- Mental health action teams hosting Service Day at the Fishers Farmers Market on July 22.

Environmental Health & Inspections

- [Food Grade and Inspection Dashboard](#) is live for viewing sanitation grades and inspection reports for retail food establishments. Graded 300 facilities to date with 259 receiving grade A, 25 grade B, and 16 grade C. Three facilities failed inspection. Two have corrected critical issues and re-opened. One will remain closed until critical issues are remediated. There are 118 more facilities to be inspected and graded. Grades to be posted publicly on September 30, 2023.

Community Outreach and Social Media

- July social media is highlighting community events, lead testing changes, and service-awareness.
- Outreach activities include participation in Fishers Farmers Markets and community-based catch-up vaccination clinics at area apartments and Fishers Youth Assistance Program.
- FHD's first Teen Public Health Academy begins next week from July 17-22 with 10 students. Interactive learning sessions mixed with skills training. Academy participants will develop learning session for FHD's Fishers Farmer's Market on July 22.

Emergency Preparedness:

- Finalizing FHD Emergency Operations Plan based to submit to IDOH July 30, 2023.



Grants and Funding:

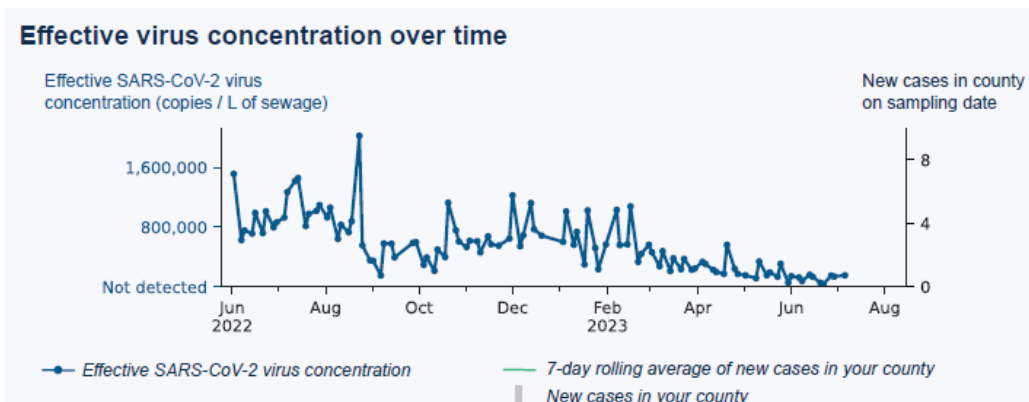
- FHD has been host site for Indiana Public Health Association student intern, as well as hosting an additional intern. Both will complete their internship this month and have contributed to roll-out activities for Stigma Free Fishers and assisted various health education and community events.
- We have received a third year of CoAg grant funding, which supports our school liaison position and efforts to improve relationships and services with our schools.
- We have received a third year of COVID Supplemental funding which will continue to support our Community Health Advocate position as well as COVID testing and vaccination efforts.
- We have received another year of VFC grant funding. This funding supports staff to provide all scheduled vaccinations, and vaccinations for underinsured and uninsured children.
- We have collected \$2,896,541.21 to date from IDOH to date for COVID vaccines administered.

Open Positions

- Currently hiring for two open Public Health Nurse positions, one core-funded and other grant-supported.
- Part-time Health Inspector role.

COVID-19 Community Level.

- CDC no longer doing community scale. Report on wastewater sampling below with sample levels remaining at all-time low since tracking began.



Form Name:	Public Meeting Comment Form
Submission Time:	June 24, 2023 7:28 pm
Browser:	Mobile Safari 16.1 / iOS
IP Address:	68.38.225.111
Unique ID:	1115196935
Location:	39.9564, -85.9651

Name	Eldon Mckenzie
Address	8274 Caraway Court Fishers , IN 46038
Email	emckenzi@gmail.com
Subdivision or business name	Reserve at Lantern road
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Fishers Advisory Committee on Disability Parks Advisory Committee Plan Commission Meeting
Meeting Date	Jun 24, 2023
Project Name/Resolution Number	Saturday Spark parade and celebration
Comment	Spark parade and celebration -Sat June 24th 2023 Atrocious planning: No provisions for handicap parking. Little direct communication of traffic blocks. Residences inside downtown apartments and others were completely blocked in for hours. No traffic direction or instructions to get around the area. Celebrations are good , but not when they take away from Fishers residence basic rights and dignity with poor communication, a fiasco of a traffic pattern, and discrimination of handicap people . Fishers is better than this! I will be finding out planning committee names and council people, along with the Mayor who approved this event and its planning at the expense of many Fisher resident's rights. Eldon Mckenzie 3174601170
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 27, 2023 10:56 am
Browser:	Firefox 107.0 / Windows
IP Address:	149.162.236.191
Unique ID:	1115968688
Location:	39.786, -86.1589

Name	Whitney Smith-Kinnaman
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Address	7864 Dawson Drive Fishers, IN 46038
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Email	whitneyrs@gmail.com
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Subdivision or business name	Sunblest housing subdivision
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Please select the meeting to which you would like to submit a public comment	City Council
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Meeting Date	Jun 28, 2023
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Project Name/Resolution Number	7825 Dawson Drive-short term rental application
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Comment

I am writing regarding the application filed by the owner of property located at 7825 Dawson Drive to make this residence a short-term rental. Given the recent housing market, many locally owned family homes have now been purchased by capital wielding property management firms that are not located even in the state of said purchase. The market is what it is, and there is nothing we can do about these out of state landholders. However, allowing those out of state property owners to run these homes as short-term rentals is where we need to put our foot down. I'm sure I won't be the only one referencing the many local news stories about parties and shootings at short term rental homes in Indianapolis, but it bears repeating. Additionally, what is the main pull for having a short-term rental in our neighborhood? While we have a lot to see and do in our city, we have quite a few very nice new hotels that can be utilized for this purpose. If the purpose for the short-term rental tag on this house is for a company to use for their relocates, great! It should be mandatory for this property to be managed by a LOCAL property management group.

Through my years in college and after, I have rented plenty of apartments and homes. Even though I didn't own the address where I was living, I still took pride in the appearance because, well, I lived there. For years at a time. While it would be nice to assume that everyone treats a short-term rental like their own, we have to be honest. Short term renters have no reason to take care of the property.

Our Fishers neighborhood is a really great place to live. My husband and I have been here since 2007 and have been homeowners since 2008. Most folks on our street have been there for as long as we have, if not longer. If short term rentals become a 'thing' in our city, new families, young adults, and Midwest transplants would likely be priced out of the opportunity to own or rent a home in a great neighborhood. Why one earth would you want to cater to short term renters, instead of new residents that work, play, and contribute to our city for years and years?

I would've liked to have been there in public for the hearing to be able to learn the reasons a short-term rental is the goal for a home in our established neighborhood. Since that wasn't possible, I'm thankful for the opportunity to submit my concerns and comments online. I appreciate your time and consideration.

Whitney Smith-Kinnaman

Would you like to receive email communications and updates from the City of Fishers?

Yes

Form Name:	Public Meeting Comment Form
Submission Time:	July 11, 2023 11:05 pm
Browser:	Safari 16.5 / OS X
IP Address:	152.117.79.89
Unique ID:	1120349622
Location:	39.9594, -86.0199

Name	Daniel Owens
Address	12676 Brookhaven Drive Fishers, IN 46037
Email	chaplainowens@gmail.com
Subdivision or business name	Brookfield
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jun 19, 2023
Project Name/Resolution Number	Community Center. R061923A
Comment	I would respectfully submit my concern on the approval of the Community Center Resolution and that each council person vote against the resolution. There are ample commercial facilities that provide these services already on a fee basis. The City of Fishers should not be spending 60 million dollars for a facility that commercial entities would not spend in any city. This project would only add to the ballooning debt that the city currently holds. With a recent 15% property tax increase, this will only bring more financial hardship to our city residents. Thank you, Daniel Owens
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	July 12, 2023 11:13 am
Browser:	Firefox 114.0 / OS X
IP Address:	184.170.166.176
Unique ID:	1120480446
Location:	39.9564, -85.9651

Name	Ross Reinhardt
Address	7704 Creekside Ct. Fishers, IN 46038
Subdivision or business name	Sunblest
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 12, 2023
Project Name/Resolution Number	R071223A
Comment	The education of our youth is one of the most important things a community can invest in. Public education makes sure everyone has a chance to thrive and reach their potential. An educated and engaged electorate is essential to a functioning democracy, making our public schools a core part of our great American experiment. Strong schools allow us to foster and attract the best talent to live and work in Fishers, leading to a stronger city. For all these reasons, I would encourage us to NOT drop the referendum rate to something lower and would be thrilled for my tax dollars to continue to fund education in our community at the current rate of \$0.2275.

RESOLUTION NO. R071223A

A RESOLUTION OF THE COMMON COUNCIL FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA SUPPORTING THE HAMILTON SOUTHEASTERN SCHOOL CORPORATION'S RENEWAL OF A REFERENDUM TAX LEVY

WHEREAS, Indiana Code § 20-46-1, as amended (the "Act"), permits a public school corporation to adopt a resolution to place a referendum on the ballot if the governing body of the school corporation determines that the school corporation cannot, in a calendar year, carry out its public educational duty unless it imposes a referendum tax levy under the Act;

WHEREAS, pursuant to the Act, the voters of the Hamilton Southeastern Schools (the "School Corporation") approved a referendum tax levy in 2016, with a maximum tax rate of \$0.2275 for seven (7) years (the "2016 Referendum");

WHEREAS, the Board of School Trustees (the "Board") of the Hamilton Southeastern Schools (the "School Corporation"), being the governing body of the School Corporation, has determined that based on current revenue calculations for the years 2024 through and including 2031, the School Corporation will not be able to carry out its public educational duty unless it continues to annually impose a referendum tax levy in accordance with the Act;

WHEREAS, based on the foregoing, on July 12, 2023, the Board adopted a resolution to place a referendum on the ballot under the Act in order to renew the existing 2016 Referendum (the "Renewal Resolution"), to be considered in a referendum of the registered voters residing in the boundaries of the School Corporation at an election to be held on November 7, 2023, all as further described in the Renewal Resolution;

WHEREAS, the School Corporation and the City of Fishers, Hamilton County, Indiana ("City") have enjoyed a longstanding partnership, which includes, among other items, winter and ground maintenance, fleet fueling station, educational programming, and student resource officers; and

WHEREAS, the Common Council for the City of Fishers, Hamilton County, Indiana ("City Council"), being the fiscal body of the City, now desires to show its support of the Board's Renewal Resolution and approval of the referendum for the purpose of funding academic and educationally related programs, maintaining class sizes, retaining and attracting of teachers, essential safety initiatives, and changing the previously approved maximum referendum tax rate from \$0.2275 to \$0.1995 per one hundred dollars (\$100) of assessed valuation, which will further strengthen our School Corporation and City.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Fishers, Hamilton County, Indiana, meeting in a duly noticed joint meeting as follows:

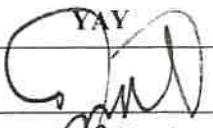
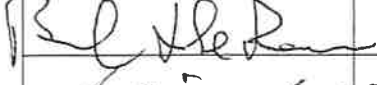
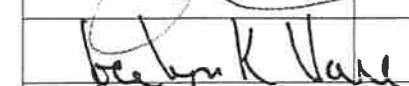
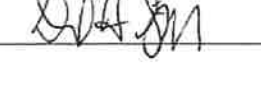
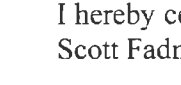
Section 1. The City Council hereby supports the Renewal Resolution and the extension of the referendum tax levy for the years 2024 through and including 2031.

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

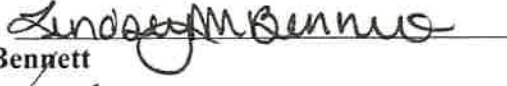
SO RESOLVED, by the Common Council of the City of Fishers, Hamilton County, Indiana, meeting this 12th day of July, 2023.

R071223A

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 12th day of July 2023 at _____

ATTEST: 
Lindsey Bennett




Scott A. Fadness, Mayor

MAYOR'S APPROVAL

July 12, 2023
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

RESOLUTION NO. R071223

**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 12th day of July, 2023.

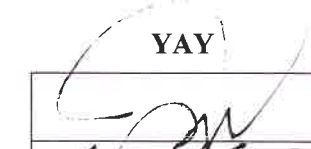
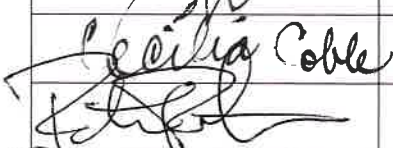
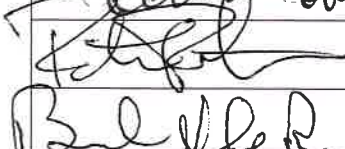
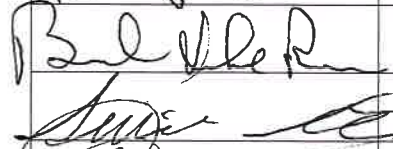
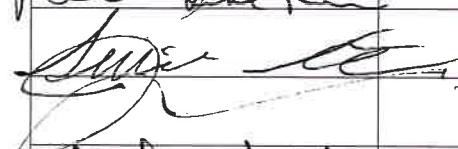
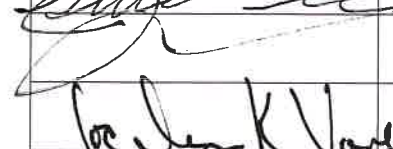
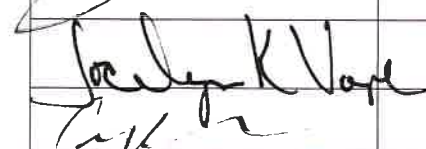
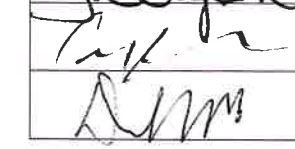
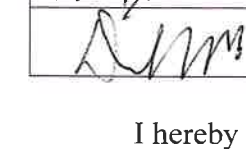
R071223

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

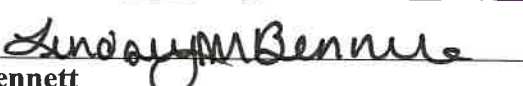
YAY

NAY

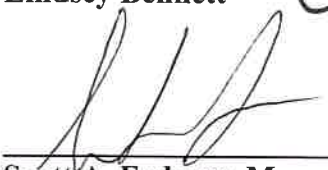
ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the ___ 12th ___ day of ___ July ___ 2023 at _____

ATTEST: 
Lindsey Bennett




Scott A. Fadness, Mayor

MAYOR'S APPROVAL

____ July 12, 2023 ____
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

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				
2023 07	4	07/13/2023	LRS	R071723	BUA 116SftyFnc	1 1				
1	20209011 43100		LR&S	PW Streets	Professional Services		776,562.26	-3,845.65	772,716.61	
	2020.901.91.000.43100.				116thSafetyFenceRepairProj		07/13/2023			
2	20209011 44920		LR&S	PW Streets	Capital Expenses		205,189.41	3,845.65	209,035.06	
	2020.901.91.000.44920.				116thSafetyFenceRepairProj		07/13/2023			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023 07	62	07/13/2023	BSG	R071223	BUA BSGSupp	1 1				
1	10101012 43100		General Fund - BSG		Professional Services		921,387.02	-2,500.00	918,887.02	
	1010.101.12.000.43100.				BSG Operating Supplies		07/13/2023			
2	10101012 42200		General Fund - BSG		Operating Supplies		.00	2,500.00	2,500.00	
	1010.101.12.000.42200.				BSG Operating Supplies		07/13/2023			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valois1

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
2023	7	4												
BUA	20209011-43100									Professional Services	5			3,845.65
	07/13/2023	116SftyFnc	LRS			R071723				116thSafetyFenceRepairProj				
BUA	20209011-44920									Capital Expenses	5		3,845.65	
	07/13/2023	116SftyFnc	LRS			R071723				116thSafetyFenceRepairProj				
JOURNAL 2023/07/4											TOTAL		.00	.00
2023	7	62												
BUA	10101012-43100									Professional Services	5			2,500.00
	07/13/2023	BSGSupp	BSG			R071223				BSG Operating Supplies				
BUA	10101012-42200									Operating Supplies	5		2,500.00	
	07/13/2023	BSGSupp	BSG			R071223				BSG Operating Supplies				
JOURNAL 2023/07/62											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	July 12, 2023			
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 #: R071223	
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	

ORDINANCE NO. 061923

**AN ORDINANCE AMENDING CHAPTER 51, SEWER WORKS, OF THE CITY OF
FISHERS CODE OF ORDINANCES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) owns and operates a municipal sewer utility pursuant to Ind. Code §36-9-23-1 *et. seq.*, that provides sewer service within and outside of the boundaries of the City of Fishers;

WHEREAS, the Board of Public Works & Safety has supervision and control over the construction, acquisition, improvement, operation and maintenance of the sewer utility;

WHEREAS, the City has established just and equitable fees for service rendered by the sewage works and provided the dates on which the fees are due;

WHEREAS, pursuant to Indiana Code §36-9-23-31, if fees for sewer service are not paid within the time fixed by the City, they are delinquent and a penalty of ten percent (10%) of the amount of the fee shall attach to the delinquent fees;

WHEREAS, the City may, by ordinance, require the owners, lessees, or users of property served by the sewage works to pay a deposit to ensure payment of sewer fees in an amount not to exceed the estimated average payment due from the property served by the sewage works for a three (3) month period; and

WHEREAS, the Common Council of the City of Fishers hereby wishes to amend its Code of Ordinances to add provisions for late payments and deposits.

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. Chapter 51 of the Fishers Code of Ordinances shall be amended as follows:

§ 51.72 BILLING OF SERVICE CHARGES.

(A) Billing period. User charges for sewer service shall be prepared and billed each month by the city and shall be payable to the city’s Controller’s office no later than the date reflected on the user’s monthly bill.

(B) Liability for payment. The rates and charges for all owner-occupied properties shall be billed to the owner of the property. The rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with Indiana Code. The owners of properties, which are occupied by a tenant or tenants, shall have the right to examine the collection records of the city for the purpose of determining whether bills have been paid by such tenant or tenants, provided that such

examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) First billings. The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Controller has been notified to initiate the billing process. The fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) City subject to charges. For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) Late Fees. All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works & Safety.

(F) Deposits to ensure payment of sewer funds; refunds; forfeitures.

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works & Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works & Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under subdivision (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within sixty (60) days after the termination of the depositor's use or ownership of the property

served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven (7) years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

Section 2. 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 3. This Ordinance shall be of full force and effect on October 1, 2023, and in accordance with Indiana law.

SO ORDAINED by the Common Council of the City of Fishers, Indiana on this 12th day of July, 2023.

ORDINANCE NO. 061923

**AN ORDINANCE AMENDING CHAPTER 51, SEWER WORKS, OF THE CITY OF
FISHERS CODE OF ORDINANCES**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”) owns and operates a municipal sewer utility pursuant to Ind. Code §36-9-23-1 *et. seq.*, that provides sewer service within and outside of the boundaries of the City of Fishers;

WHEREAS, the Board of Public Works & Safety has supervision and control over the construction, acquisition, improvement, operation and maintenance of the sewer utility;

WHEREAS, the City has established just and equitable fees for service rendered by the sewage works and provided the dates on which the fees are due;

WHEREAS, pursuant to Indiana Code §36-9-23-31, if fees for sewer service are not paid within the time fixed by the City, they are delinquent and a penalty of ten percent (10%) of the amount of the fee shall attach to the delinquent fees;

WHEREAS, the City may, by ordinance, require the owners, lessees, or users of property served by the sewage works to pay a deposit to ensure payment of sewer fees in an amount not to exceed the estimated average payment due from the property served by the sewage works for a three (3) month period; and

WHEREAS, the Common Council of the City of Fishers hereby wishes to amend its Code of Ordinances to add provisions for late payments and deposits.

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. Chapter 51 of the Fishers Code of Ordinances shall be amended as follows:

§ 51.72 BILLING OF SERVICE CHARGES.

(A) Billing period. User charges for sewer service shall be prepared and billed each month by the city and shall be payable at the City Hall to the city’s Controller’s office no later than the date reflected on the user’s monthly bill.

(B) Liability for payment. The user charges for sewer service shall be billed to the owner of the property. The rates and charges for all owner-occupied properties shall be billed to the owner of the property. The rates and charges may be billed to the tenant of rental properties served by the sewage works. Such billing of rental properties shall in no way relieve the owner of the property from liability in the event payment is not made as herein required, nor does such billing restrict the city from any collection procedures, including filing of liens in accordance with Indiana Code. The owners of properties, which are occupied by a tenant or tenants, shall have the right to examine the collection records of the city for the purpose of

determining whether bills have been paid by such tenant or tenants, provided that such examination shall be made at the office of the Controller during the hours that such office is open for business.

(C) First billings. The first billing for sewer service shall be rendered 90 days after the date of the official notice to connect to the sewer system for one and two family residential permits which shall be at the time of issuance of a structural building permit. Multi-family and commercial billings shall begin at the time of notification of water connection. A Certificate of Occupancy shall not be issued until such time as the Clerk-Controller has been notified to initiate the billing process. The user-fees, rates, charges and surcharges fixed in this chapter shall be extended to and cover any additional premises hereafter served without the need for any hearing or notice.

(D) City subject to charges. For sewage service rendered to the city, the city shall be subject to the same user charges established in this chapter for other persons or to user charges established in harmony herewith.

(E) Late Fees. All fees, rates and charges not paid when due are hereby declared to be delinquent, and a penalty of 10% of the amount of the fees, rates or charges shall thereupon attach thereto. The time at which the fees, rates or charges are due is now fixed at 30 days from the end of the previous billing cycle. Late fees may be waived by the Controller's office based on criteria approved by the Board of Public Works & Safety.

(F) Deposits to ensure payment of sewer funds; refunds; forfeitures.

(1) The Controller's office may require the owner, lessee, or user of property served by the sewage works to pay a deposit to ensure payment of sewer fees, based on criteria approved by the Board of Public Works & Safety.

(2) The deposit required shall equal the estimated average payment due from the property served by the utility for a period not to exceed three months, as determined by criteria approved by the Board of Public Works & Safety. Deposits shall be retained in a separate fund.

(3) The deposit, less any outstanding penalties and service fees, shall be refunded to the depositor after a notarized statement from the depositor that as of a certain date the property being served: (a) has been conveyed or transferred to another person; or (b) no longer uses or is connected with any part of the municipal sewage system. A statement under subdivision (a) must include the name and address of the person to whom the property is conveyed or transferred.

(4) If a depositor fails to satisfy costs and fees within sixty (60) days after the termination of the depositor's use or ownership of the property served, the depositor forfeits the depositor's deposit and all accrued interest. The forfeited amount shall be applied to the depositor's outstanding fees.

(5) A deposit may be used to satisfy all or part of any judgment awarded the municipality under this chapter.

(6) A deposit made under this section that has remained unclaimed by the depositor for more than seven (7) years after the termination of the services for which the deposit was made becomes the property of the City of Fishers.

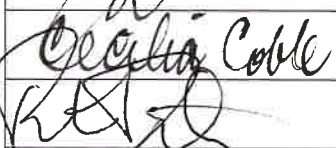
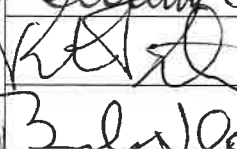
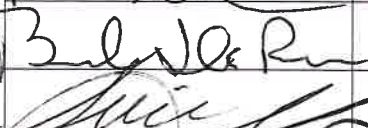
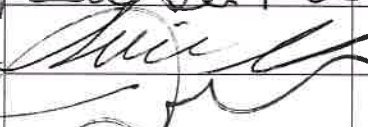
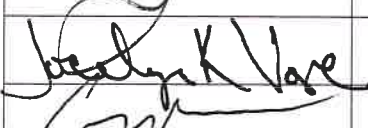
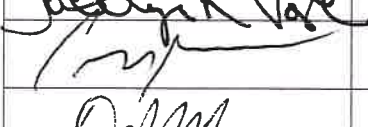
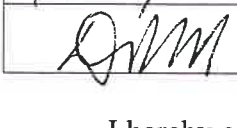
Section 2. All other provisions of the City's ordinances not in conflict with or specifically changed by this amendment shall remain in full force and effect.

Section 3. This Ordinance shall be of full force and effect on October 1, 2023, and in accordance with Indiana law.

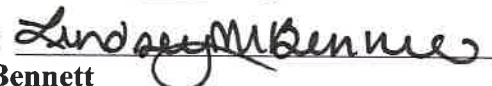
SO ORDAINED by the Common Council of the City of Fishers, Indiana on this 10th day of July, 2023.

061923

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the ___ 12th ___ day of ___ July ___ 2023 at _____

ATTEST: 
Lindsey Bennett




Scott A. Fadness, Mayor

MAYOR'S APPROVAL

____ July 12, 2023 ____
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	July 12, 2023			
TITLE	AN ORDINANCE OF THE COMMON COUNCIL FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA, AMENDING CHAPTER 51 OF THE CODE OF ORDINANCES			
SUBMITTED BY	Name & Title: Lindsey Bennett, City Attorney			
	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 #: 061923		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: Lindsey Bennett</i>		
BACKGROUND (Includes description, background, and justification)	Attached is an amendment to the City's sewer ordinance to allow for the assessment of late fees if a sewer bill is not paid by the due date and additionally to give the Board of Public Works & Safety the authority to develop a policy for deposits.		
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:		
	Expenditure \$:		none
	Source of Funds:		none
	Additional Appropriation #:		
	Narrative:		
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Have 1 st Reading	
	2.	Do not have 1 st Reading	
	3.	Provide alternative direction	
	4.		
PROJECT TIMELINE			
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff has reviewed and recommends approving the ordinance.		
SUPPLEMENTAL INFORMATION (List all attached documents)			



Council Action Form

MEETING DATE	August 21, 2023			
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 #: R082123	
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		

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				
2023	08	4 08/22/2023	FLEET	R082123	BUA IncRprCost	1 1				
1	10106010	42200		General Fund - Fleet	Operating Supplies		854,949.35	-65,000.00	789,949.35	
	1010.601.00.000.42200.				Needed for incrsd repair costs 08/22/2023					
2	10106010	43100		General Fund - Fleet	Professional Services		294,024.64	65,000.00	359,024.64	
	1010.601.00.000.43100.				Needed for incrsd repair costs 08/22/2023					
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	08	5 08/22/2023	MVH	R082123	BUA RIFproj	1 1				
1	20104010	43100		MVH - Engineering	Professional Services		248,678.39	-100,000.00	148,678.39	
	2010.401.00.000.43100.				Funding for local matches 08/22/2023					
2	20104010	44200		MVH - Engineering	Infrastructure		432,955.00	100,000.00	532,955.00	
	2010.401.00.000.44200.				Funding for local matches 08/22/2023					
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2023	08	650 08/18/2023	HD	R082123	BUA GrntCapPur	1 1				
1	27155058	42200		HD - vaccine for Children	Operating Supplies		.00	-268.41	-268.41	
	2715.501.58.000.42200.				HDFVFCGrntAdj 08/18/2023					
2	27155058	41113		HD - vaccine for Children	FT Salaries		.00	2,695.69	2,695.69	
	2715.501.58.000.41113.				HDFVFCGrntAdj 08/18/2023					
3	27155058	43200		HD - vaccine for Children	Comms And Transportation		.00	-300.00	-300.00	
	2715.501.58.000.43200.				HDFVFCGrntAdj 08/18/2023					
4	27155058	43100		HD - vaccine for Children	Professional Services		.00	-127.28	-127.28	
	2715.501.58.000.43100.				HDFVFCGrntAdj 08/18/2023					
5	27155058	43300		HD - vaccine for Children	Printing And Advertising		.00	-2,000.00	-2,000.00	
	2715.501.58.000.43300.				HDFVFCGrntAdjCapPurch 08/18/2023					
6	27055058	42200		Grants - Health Department	Operating Supplies		42,456.25	-10,148.86	32,307.39	
	2705.501.58.000.42200.				HDCVSUPPGrntAdjCapPurch 08/18/2023					
7	27055058	41113		Grants - Health Department	FT Salaries		618,831.98	27,970.21	646,802.19	
	2705.501.58.000.41113.				HDCVSUPPGrntAdjCapPurch 08/18/2023					

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT	LINE	DESCRIPTION							
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2023	08	650 08/18/2023	HD	R082123	BUA GrntCapPur	1	1		
8	27055058	43100		Grants - Health Department	Professional Services		137,916.48	-31,823.06	106,093.42
	2705.501.58.000.43100.				HDCVSUPPGrntAdjCapPurch		08/18/2023		
9	27055058	44910		Grants - Health Department	Non Infrastructure Rltd Assets		36,637.16	11,568.93	48,206.09
	2705.501.58.000.44910.				HDCVSUPPGrntAdjCapPurch		08/18/2023		
11	27055058	41300		Grants - Health Department	Employee Benefits		232,932.66	2,432.78	235,365.44
	2705.501.58.000.41300.				HDCVSUPPGrntAdjCapPurch		08/18/2023		
** JOURNAL TOTAL								0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valois1

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE	DESC	T	OB	DEBIT	CREDIT
2023	8	4													
BUA	10106010-42200				08/22/2023	IncRprCost	FLEET	R082123		T	Operating Supplies	5			65,000.00
					08/22/2023						Needed for incrsd repair costs				
BUA	10106010-43100				08/22/2023	IncRprCost	FLEET	R082123		T	Professional Services	5		65,000.00	
					08/22/2023						Needed for incrsd repair costs				
											JOURNAL 2023/08/4	TOTAL		.00	.00
2023	8	5													
BUA	20104010-43100				08/22/2023	RIFproj	MVH	R082123		T	Professional Services	5			100,000.00
					08/22/2023						Funding for local matches				
BUA	20104010-44200				08/22/2023	RIFproj	MVH	R082123		T	Infrastructure	5		100,000.00	
					08/22/2023						Funding for local matches				
											JOURNAL 2023/08/5	TOTAL		.00	.00
2023	8	650													
BUA	27155058-42200				08/18/2023	GrntCapPur	HD	R082123		T	Operating Supplies	5			268.41
					08/18/2023						HDFVFCGrntAdj				
BUA	27155058-41113				08/18/2023	GrntCapPur	HD	R082123		T	FT Salaries	5		2,695.69	
					08/18/2023						HDFVFCGrntAdj				
BUA	27155058-43200				08/18/2023	GrntCapPur	HD	R082123		T	Comms And Transportation	5			300.00
					08/18/2023						HDFVFCGrntAdj				
BUA	27155058-43100				08/18/2023	GrntCapPur	HD	R082123		T	Professional Services	5			127.28
					08/18/2023						HDFVFCGrntAdj				
BUA	27155058-43300				08/18/2023	GrntCapPur	HD	R082123		T	Printing And Advertising	5			2,000.00
					08/18/2023						HDFVFCGrntAdjCapPurch				
BUA	27055058-42200				08/18/2023	GrntCapPur	HD	R082123		T	Operating Supplies	5			10,148.86
					08/18/2023						HDCVSUPPGGrntAdjCapPurch				
BUA	27055058-41113				08/18/2023	GrntCapPur	HD	R082123		T	FT Salaries	5		27,970.21	
					08/18/2023						HDCVSUPPGGrntAdjCapPurch				
BUA	27055058-43100				08/18/2023	GrntCapPur	HD	R082123		T	Professional Services	5			31,823.06
					08/18/2023						HDCVSUPPGGrntAdjCapPurch				
BUA	27055058-44910				08/18/2023	GrntCapPur	HD	R082123		T	Non Infrastructure Rltd Assets	5		11,568.93	
					08/18/2023						HDCVSUPPGGrntAdjCapPurch				
BUA	27055058-41300				08/18/2023	GrntCapPur	HD	R082123		T	Employee Benefits	5		2,432.78	
					08/18/2023						HDCVSUPPGGrntAdjCapPurch				
											JOURNAL 2023/08/650	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: valois1

PA JOURNAL	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
SOURCE PROJECT STRING								
53	08/18/2023	2023/08/650						
BUA 21222006 .Supp .			HD	R082123		T GrntCapPur	5	-268.41
BUA 21222006 .SALAR .			HD	R082123		T GrntCapPur	5	2,695.69
BUA 21222006 .Train .			HD	R082123		T GrntCapPur	5	-300.00
BUA 21222006 .PROFSE .			HD	R082123		T GrntCapPur	5	-127.28
BUA 21222006 .Priad .			HD	R082123		T GrntCapPur	5	-2,000.00
BUA 21222009 .Supp .			HD	R082123		T GrntCapPur	5	-10,148.86
BUA 21222009 .SALAR .			HD	R082123		T GrntCapPur	5	27,970.21
BUA 21222009 .PROFSE .			HD	R082123		T GrntCapPur	5	-31,823.06
BUA 21222009 .EQUIP .			HD	R082123		T GrntCapPur	5	11,568.93
BUA 21222009 .BENEF .			HD	R082123		T GrntCapPur	5	2,432.78
Project Totals								
21222006 Total:								.00
21222009 Total:								.00
								.00

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

RESOLUTION NO. R082123

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

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

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

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

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

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

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

ALL OF WHICH IS RESOLVED by the Common Council for the City of Fishers, Hamilton County, Indiana this 21st day of August, 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, 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





RECOMMENDED BUDGET 2024



BUDGET TIMELINE

2024
Recommended
Budget

8/08

Budget Postcards Delivered to Homeowners

8/18

Media Notice Posted

8/21

**Introduction of Budget to City Council
(No Public Hearing)
+
Media Day @ 12:30 p.m.**

8/23

Finance Committee Discussion

9/07

**Last Day to Post Notice
Budget Hearing**

9/11

**Finance Committee
Department Budgets**

9/21

**1st Reading of Budget at City Council
+ Public Hearing**

10/9

**Final Reading of Budget at City Council
+ Final Adoption of Budget**

Notable Projects and Funding, Prioritized in 2023 Budget:

QUALITY OF LIFE:

- Geist Waterfront Park Completion
- Geist Greenway Commencement
- Nickel Plate Trail Completion
(106th- 96th Street)

PUBLIC SAFETY

- Station 97 Completed, Increasing Space for Personnel
- \$500K in Forensic Technologies
- Self Contained Breathing Apparatus (SCBA)
Replacements

OPERATIONAL EXCELLENCE

- Replaced fleet assets and equipment, including
18 PD vehicles, 1 Fire Engine, and 1 Fire Medic
- DPW Facilities Building (backup for EOC) –
Generator

2023 RECAP



Fishers AgriPark



Newly Finished Station 97



FISCAL STRENGTH

2023 Awards & Audit Results

The City maintained its financial durability throughout 2023, upholding its AAA Bond Rating, while having the lowest municipal tax rate among the largest municipalities in Hamilton County.



Lowest municipal tax rate in Hamilton County*

* Among 4 Largest Municipalities in Hamilton County



AAA Bond Rating (less than 2% of governments have this rating)



Record Cash Reserves (\$38,418,370)



**Government Finance Officers Association (GFOA)–
34th Straight Certificate of Achievement for Excellence in Financial Report**

2024 Budget Highlights

Notable Upcoming Projects in 2024:

- Complete Fishers Municipal Center + Art Center
- Complete the Fishers Event Center
- Start Construction on the Community Rec. Center
- Finish SR 37 & 141st Street Interchange



DECREASE PROPERTY TAX RATE
3rd YEAR STRAIGHT



FIRST-EVER INVESTMENT IN SCHOOL
INNOVATION



HISTORIC INVESTMENT IN NEIGHBORHOODS



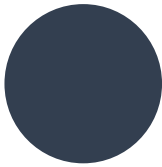
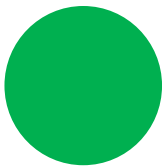
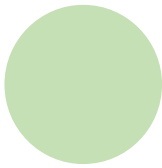
INCREASED INVESTMENT IN ROAD
INFRASTRUCTURE

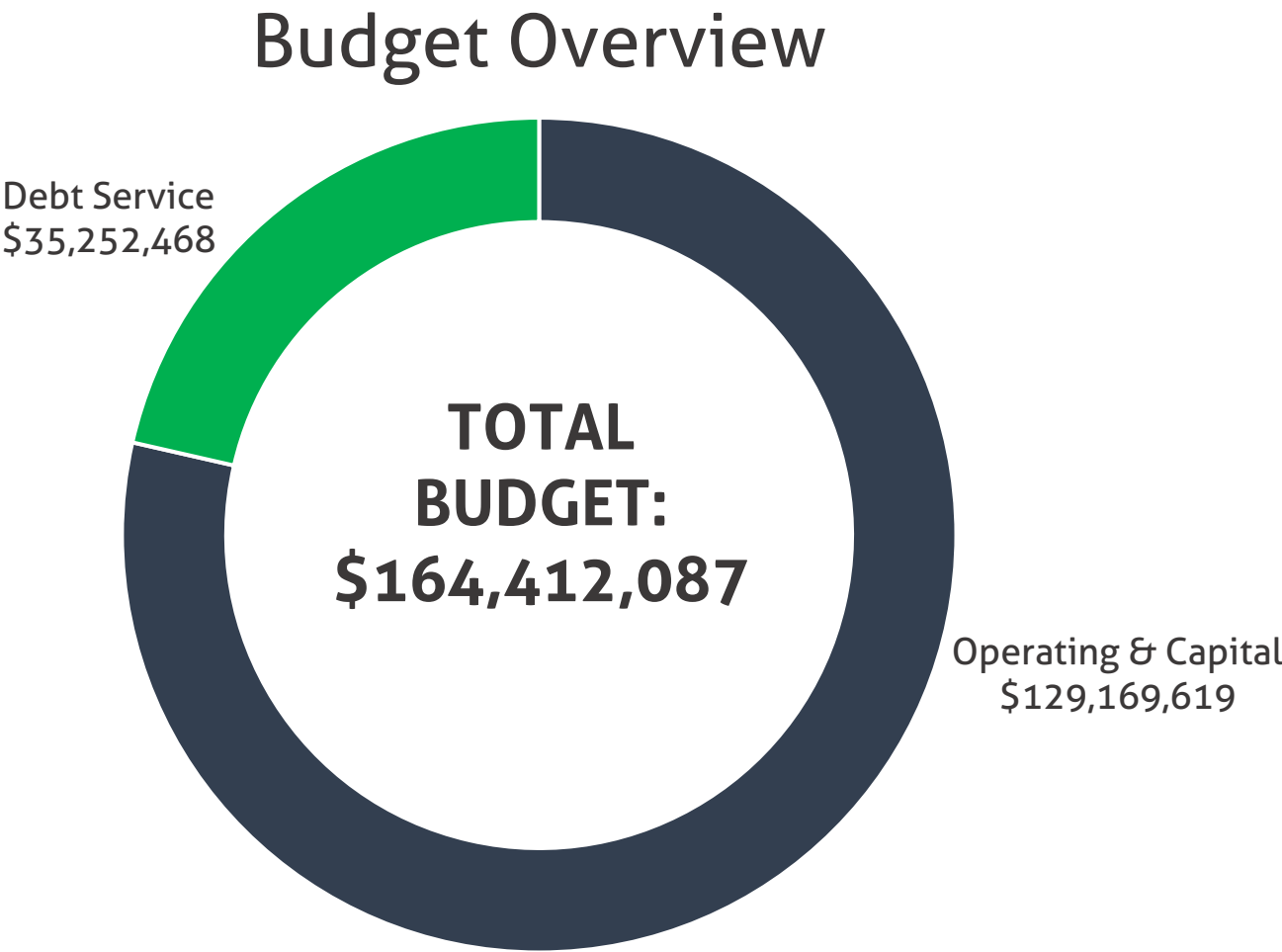


CONTINUING TO INVEST IN PUBLIC
SAFETY & CRITICAL SERVICES

2024 BUDGET OVERVIEW

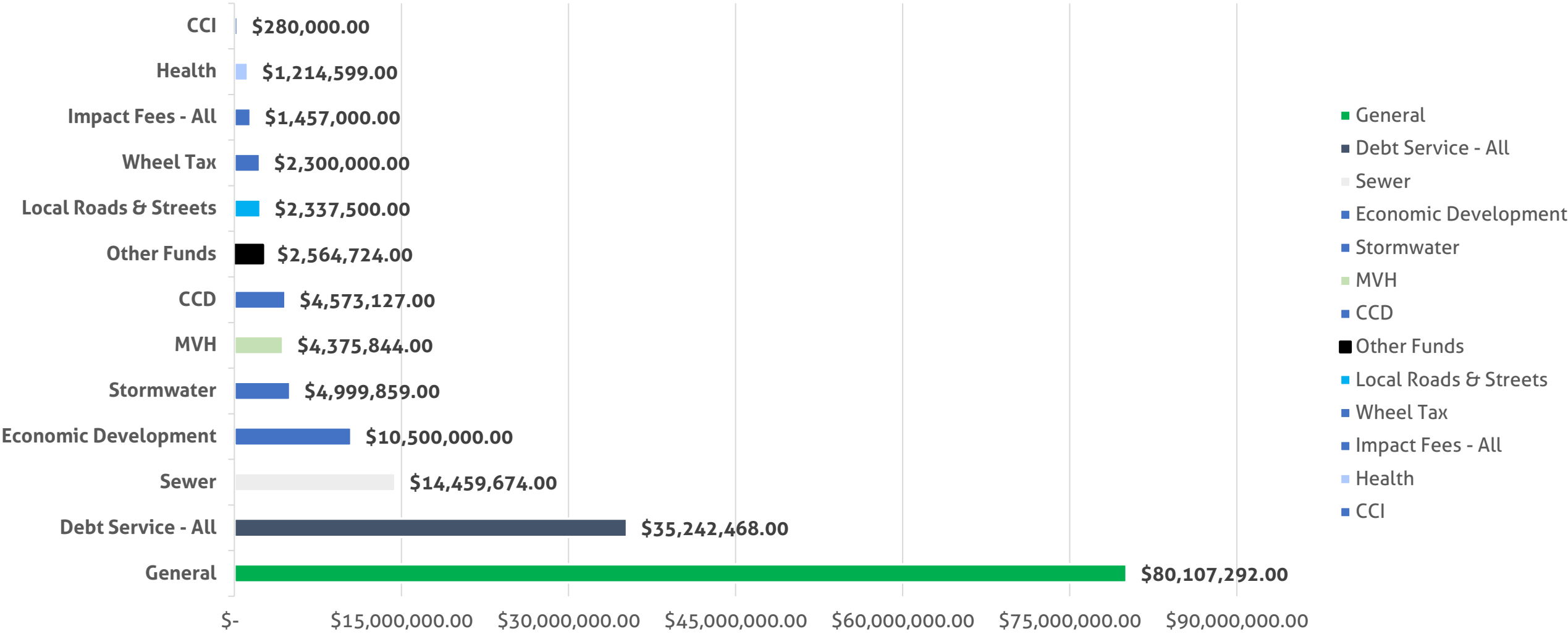
ALL FUNDS

-  **2024 Operating & Capital**
=\$129,169,619
-  **2024 Debt Service**
=\$35,242,468
-  **2024 Cash Reserves (All Funds)**
=\$72,704,790



2024 BUDGET OVERVIEW

BUDGETTED EXPENSE (AMONG ALL FUNDS)





General Fund



Geist Waterfront Park

THE CITY WILL BRING IN A BALANCED BUDGET WHILE MAKING SIGNIFICANT INVESTMENTS IN QUALITY OF LIFE, HEALTH & SAFETY, AND OPERATIONAL EXCELLENCE.

RECOMMENDED BUDGET

2024
General Fund

\$93,331,657

REVENUE

(\$80,107,292)

EXPENSE

\$13,224,365

SURPLUS

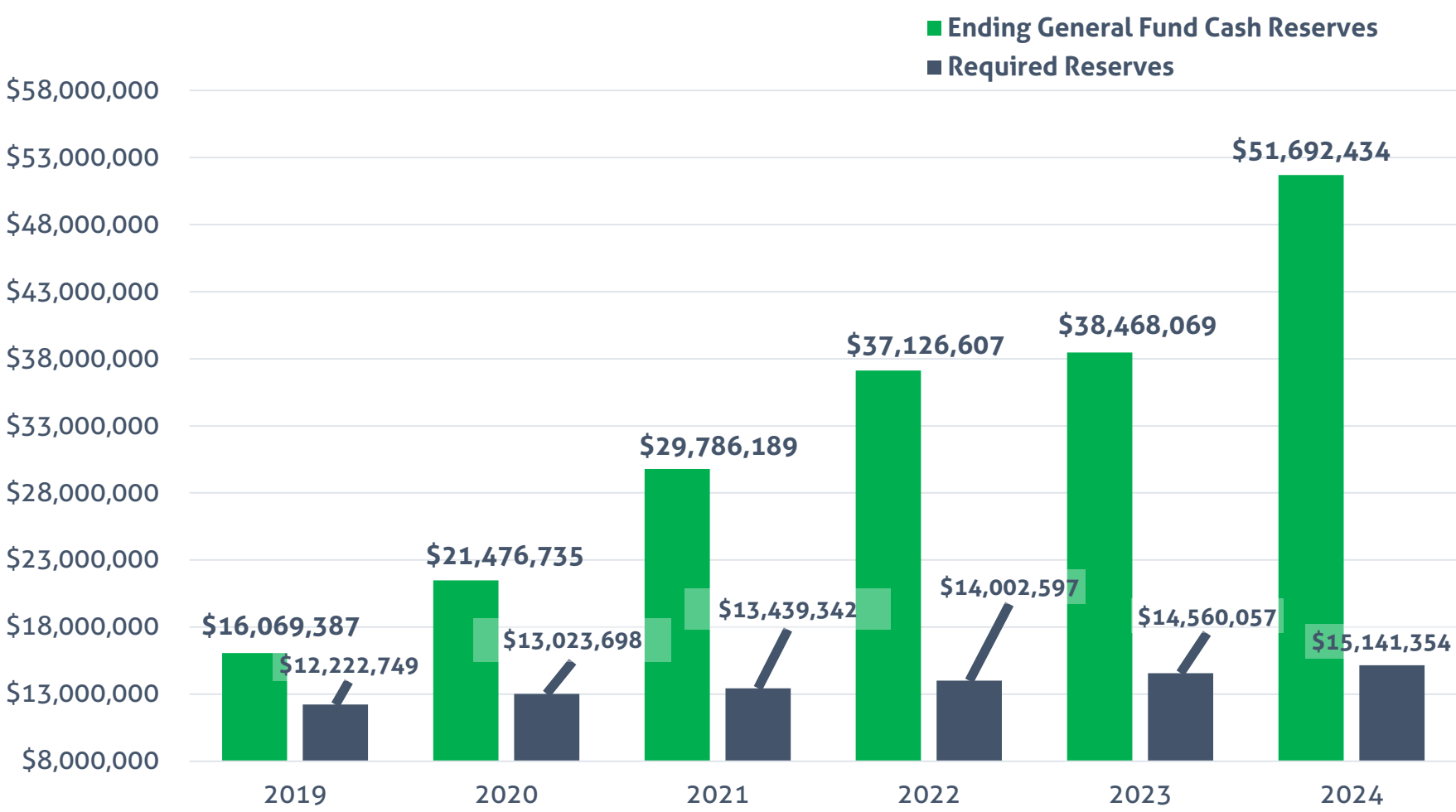


Flat Fork Creek Park

CASH RESERVES

2024 General Fund

THE CITY WILL MAINTAIN ITS FISCAL DILIGENCE IN 2024, WITH **RECORD** CASH RESERVES.



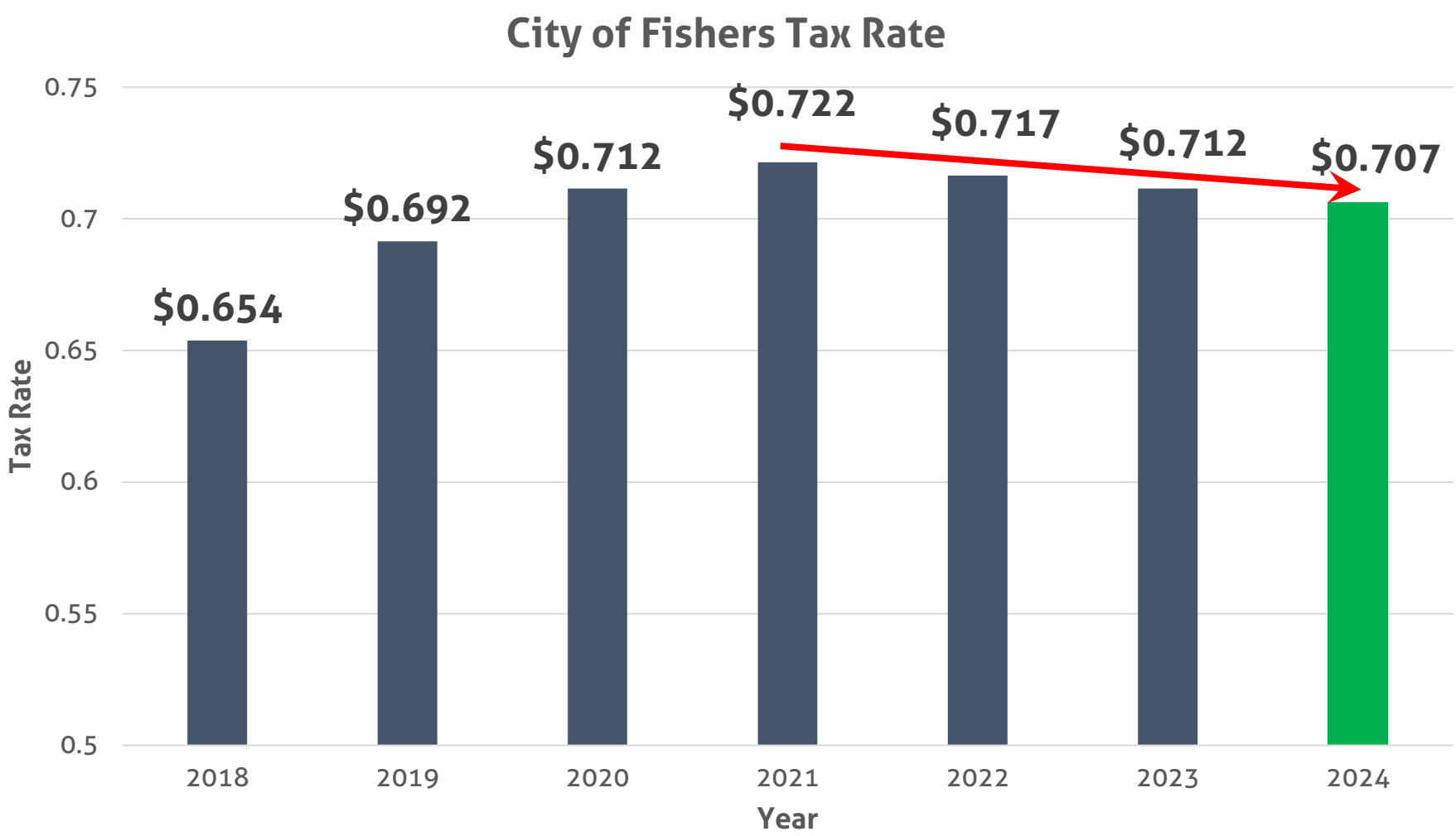


Nickel Plate Amp, Summer Concert Series

CITY OF FISHERS BUDGET PRESENTATION 2024

TAX DECREASE

In 2024, the City will introduce a tax reduction for the 3rd year in a row. The proposed rate is the **lowest tax rate since pre- 2020.**





The Nickel Plate Trail

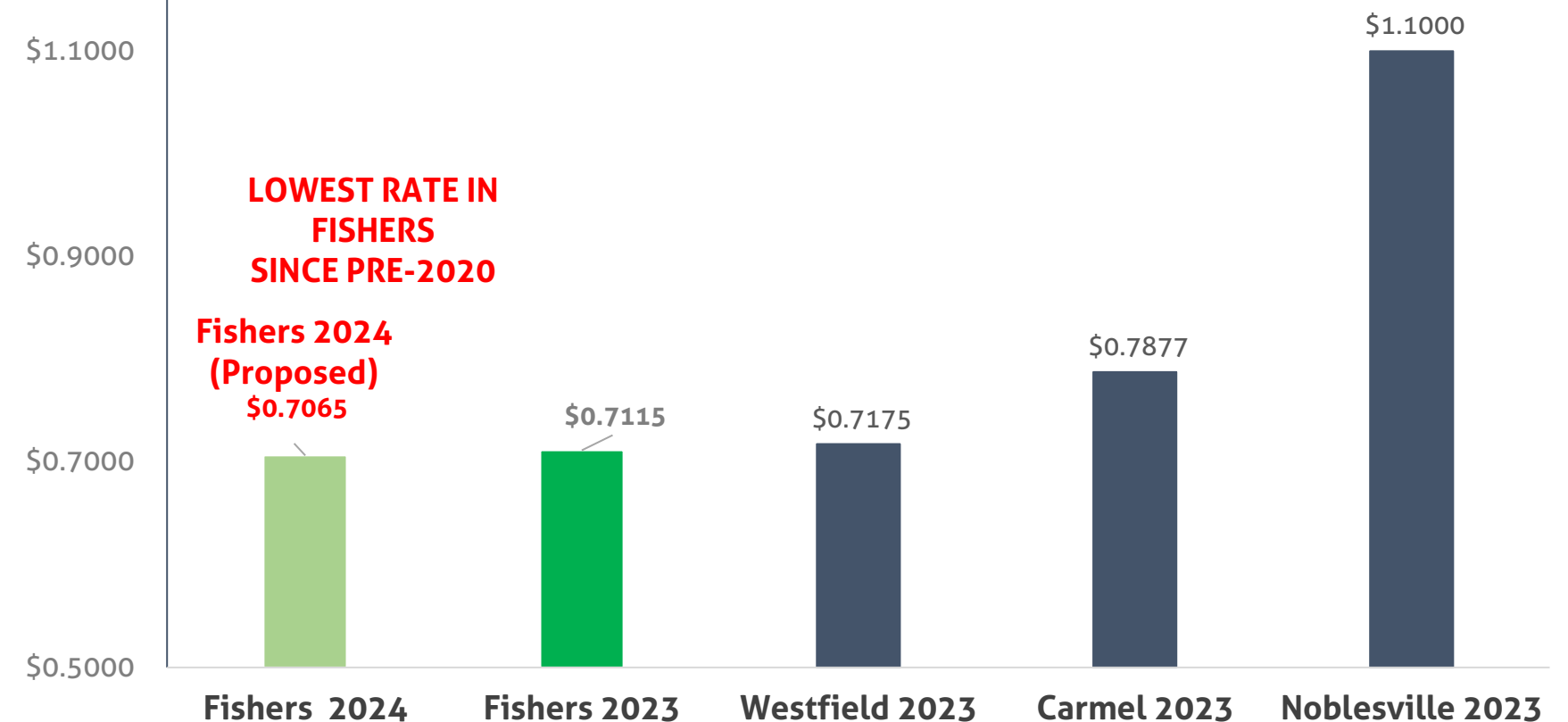
THE CITY OF FISHERS HAS MAINTAINED THE LOWEST TAX RATE, WHEN COMPARED TO THE LARGEST HAMILTON COUNTY MUNICIPALITIES.

CITY OF FISHERS BUDGET PRESENTATION 2024

TAX RATE

Comparison to Largest Hamilton County Municipalities

Hamilton County Municipal Tax Comparison



- Hamilton County 2024 Local Income Tax distribution will be \$233,998,470
- Cities & Towns will receive \$148,705,768 of that total
- Fishers will receive 23.6% of that amount; \$35,094,358

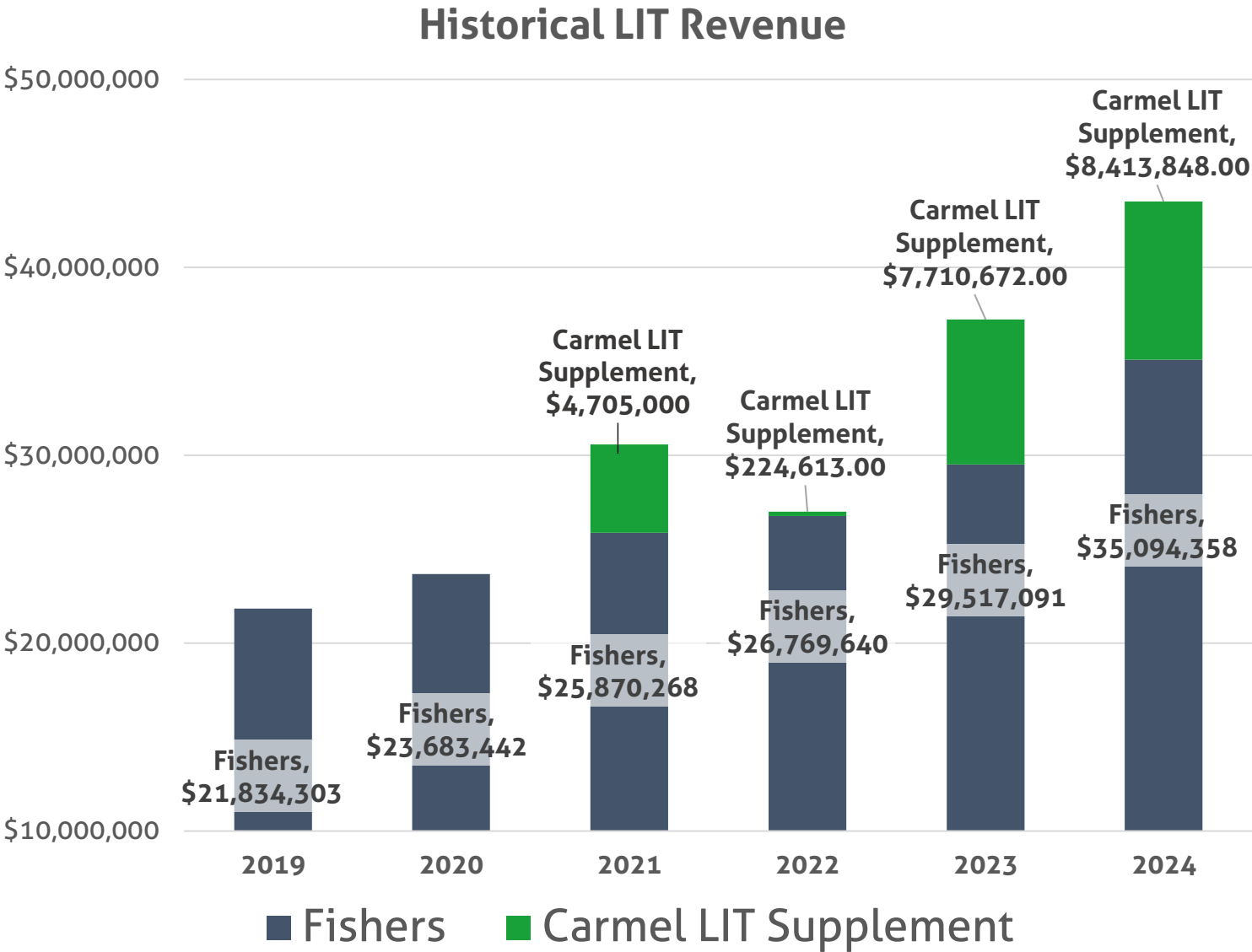


Nickel Plate Station Apartments

Local Income Tax

2024 General Fund

— —> Revenue





2024 Budget Priorities

OPERATIONAL INVESTMENT

Non-Infrastructure Investments

INVESTING IN HEALTH & SAFETY, OPERATIONAL EXCELLENCE, & QUALITY OF LIFE

HEALTH & SAFETY

Fire Department	Police Department	Health Department
3 New Firefighters (Q4 Start)	3 New Police Officers 2 New SROs 1 Forensic Tech	1 Full Time Health Inspector 1 Public Health Nurse 1 FTE (Billing & Grants)



5% Salary Increase

OPERATIONAL EXCELLENCE

Department of Public Works	Information Technology
2 New Laborers (Sidewalk Repair)	Transition 1 Contractual Employee to FTE



Increased Longevity Pay
for Public Safety Personnel

QUALITY OF LIFE

Parks & Recreation
Transition 1 Part Time AgriPark Employee to FTE 1 Community Operations Manager (Q3 Start Date) 1 Community Center Membership Manager (Q3 Start Date)



\$3M in Fleet Replacement
including police vehicles, DPW assets, and a medic

Infrastructure Investments

2024 Priority Road Projects

NEW PROJECTS

Roundabouts

- 126th & Southeastern Roundabout → (Construction Start Q2 2024)
- 96th & Allisonville Roundabout → (Construction Start Spring 2024)

Road Widening

- Cumberland Road Widening → (Construction Start Q4 2024/ Q1 2025)
- 136th Street --Southeastern to Prairie Baptist → (Construction Start Q4 2024)

Resurfacing Package (See Next Slide)

- 2 Resurfacing Packages (1st starts Spring, 2nd starts Summer)

ACTIVE PROJECTS (to be completed)

- Nickel Plate Trail → (Bridge construction anticipated Q2 2024)
- SR 37 & 141st Interchange

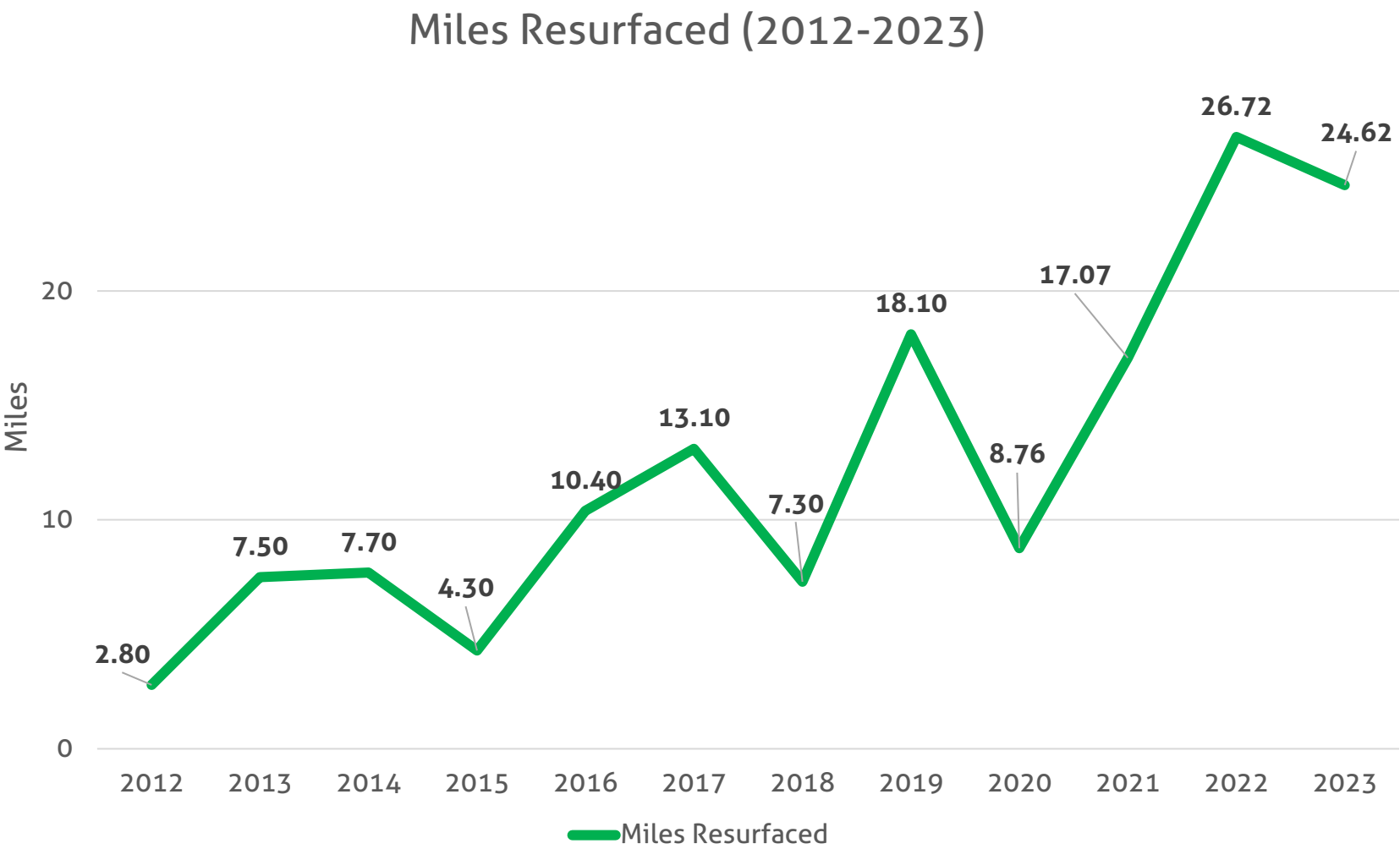
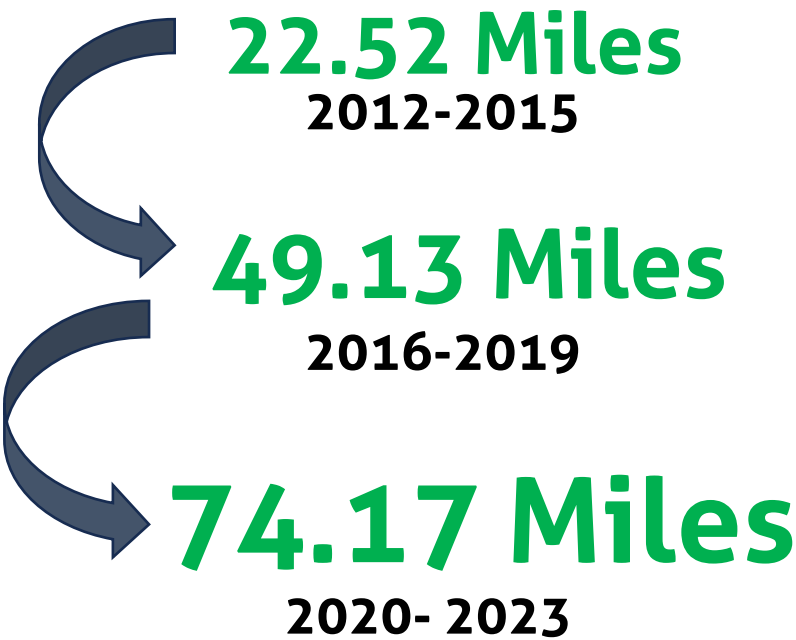


Infrastructure Investments

Roads Resurfaced Historically (2012-2023)

In 2024, the City will continue to prioritize road repairs, focusing on:

- Addressing neighborhoods wholistically, not partially
- Extending life of roadways with base repair

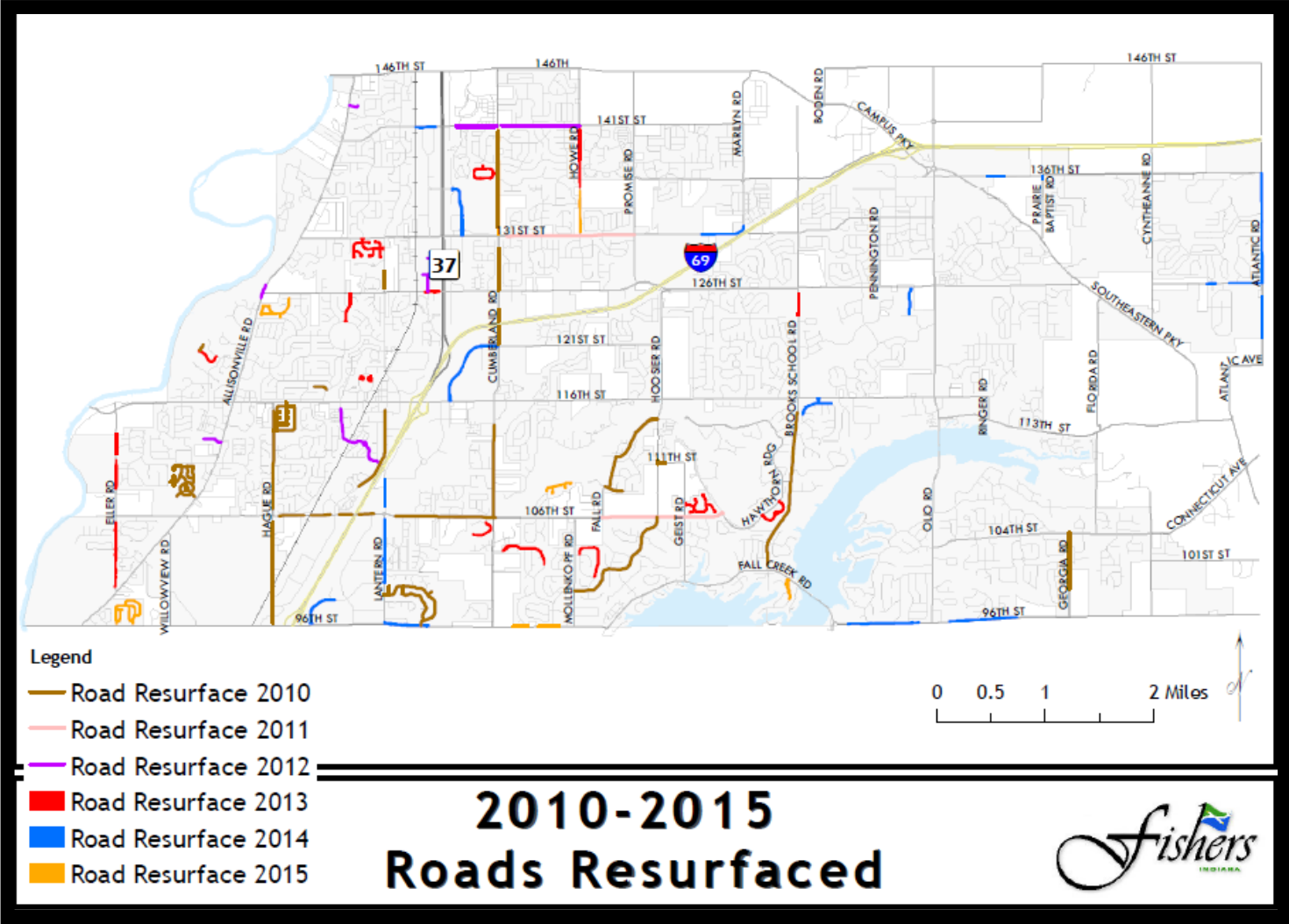


*8.76 mi (2020), 14.07 mi (2021), 26.72 mi (2022), 24.62 mi (2023)

Infrastructure Investments

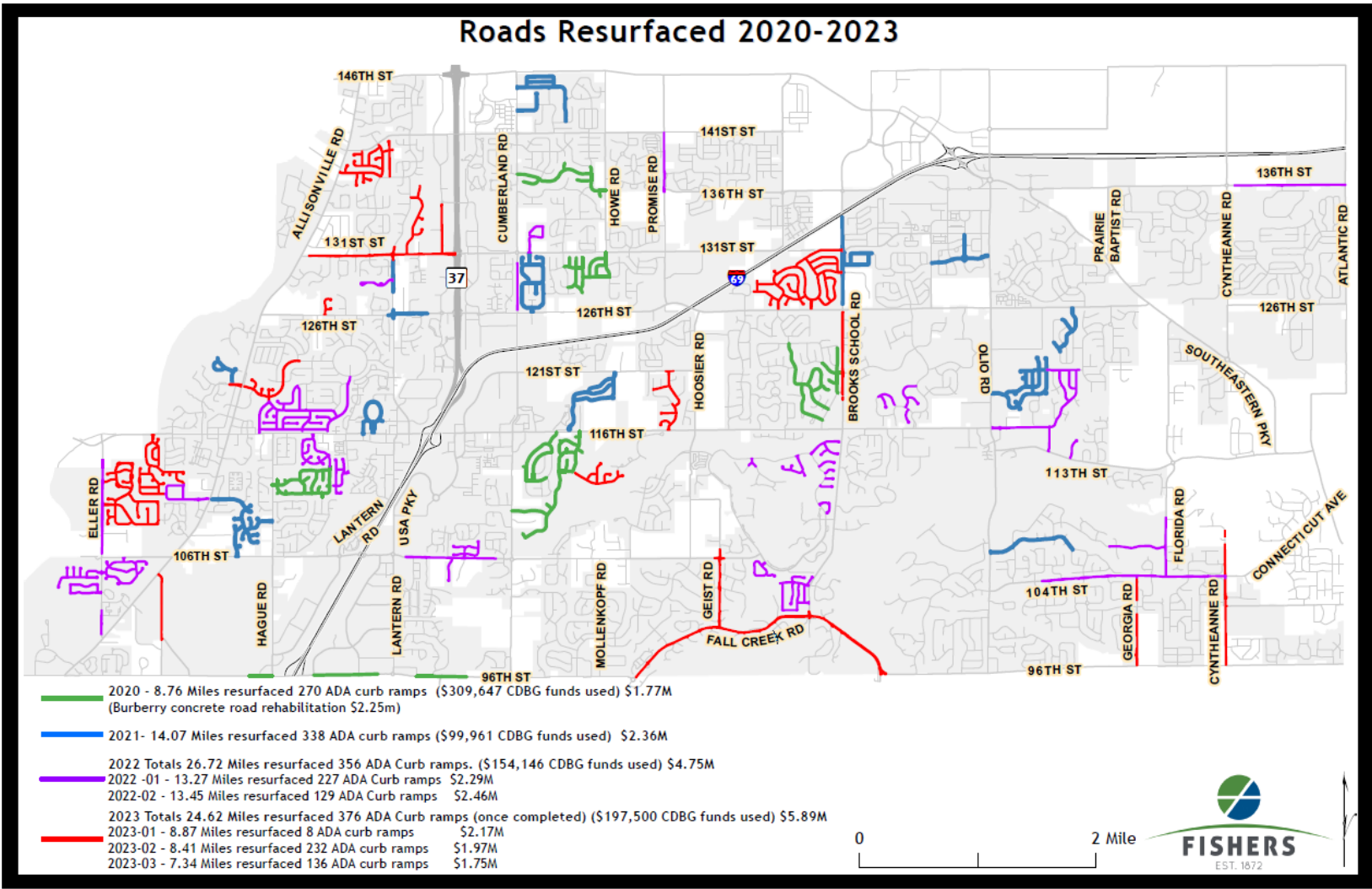
Roads Resurfaced 2010-2015 vs 2020-2023

2010-2015: 40.42 Miles



*15.58 mi (2010), 2.32 mi (2011), 2.84 mi (2012), 7.55 mi (2013), 7.76 mi (2014), 4.37 mi (2015)

2020-2023: 74.17 Miles



*8.76 mi (2020), 14.07 mi (2021), 26.72 mi (2022), 24.62 mi (2023)



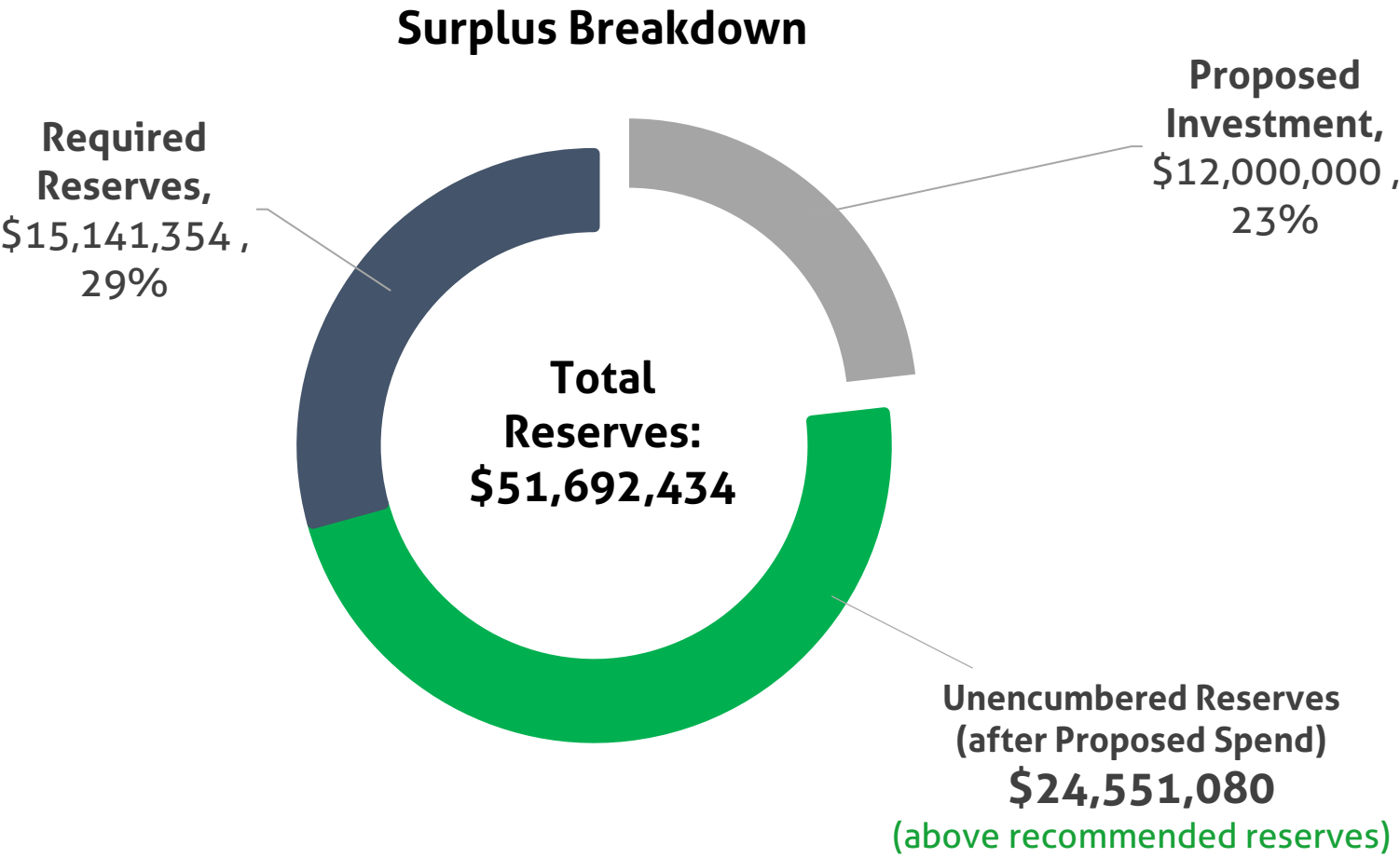
SURPLUS PLAN

INVESTING IN OUR COMMUNITY

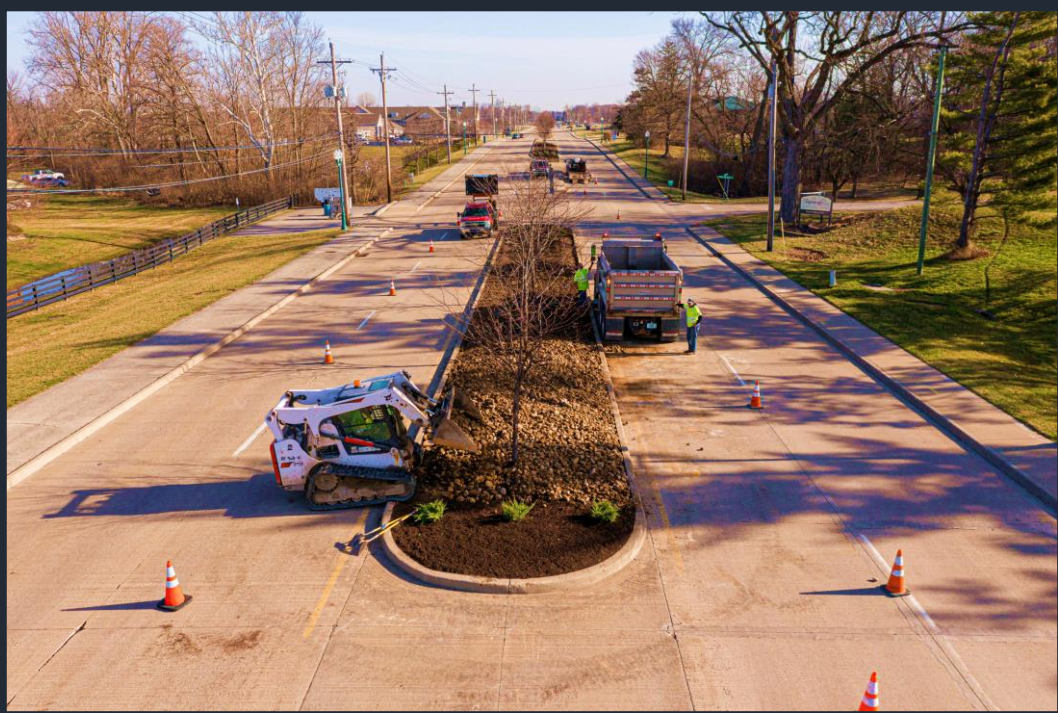
SURPLUS OVERVIEW

While utilizing a portion of the surplus to invest in our neighborhoods and quality of place, the City will continue to far exceed its required cash reserves*.

Surplus Breakdown	
Current Reserves	\$51,692,434
Total Proposed Investment	(\$12,000,000)
Remaining (Less Spend)	\$39,692,434 (+\$24,551,080)
Required Reserves*	\$15,141,354



*INTERNAL POLICY REGARDING CASH RESERVES



INVESTMENT PRIORITIES

2024

INVESTING IN QUALITY OF LIFE



EXPANDING TRAIL CONNECTIVITY & ENGAGEMENT

3 Impactful Trail Connections & 1 New Trail Node



NEIGHBORHOOD & COMMUNITY VIBRANCY

Neighborhood Matching Grant Expansion, Landscaping Improvements, & Safe Sidewalks



INNOVATION IN OUR SCHOOLS

Introduction of a Micro-Grant Program to Fund Innovation in the Classroom



INVESTMENT PRIORITIES

2024

SURPLUS PLAN BUDGET

Project		Estimate
TRAIL CONNECTIVITY & ENGAGEMENT	Total Trail Connectivity	\$2,200,000
	Hub & Spoke Trail Node (Restrooms + Engagement)	\$800,000
NEIGHBORHOOD & COMMUNITY VIBRANCY	Landscaping	\$3,500,000
	Sidewalk Repair	\$1,000,000
	Neighborhood Vibrancy	\$750,000
	Urban Forestry	\$250,000
	96 th Street Vibrancy	\$3,000,000
INNOVATION IN OUR SCHOOLS	Teacher Innovation Micro Grants	\$500,000
Total Project Costs		\$12,000,000



TRAIL CONNECTIVITY

- 3 Impactful Trail Connections* + 1 Trail Node (Hub& Spoke)
- Connecting additional **2000+ Residents & 750+ Household Units** to Trails & Greenways

Project	Estimate
Trail Connections	\$2,200,000
HUB & SPOKE Trail Node	\$800,000
Total Trail Investment	\$3,000,000

Trail Connectivity

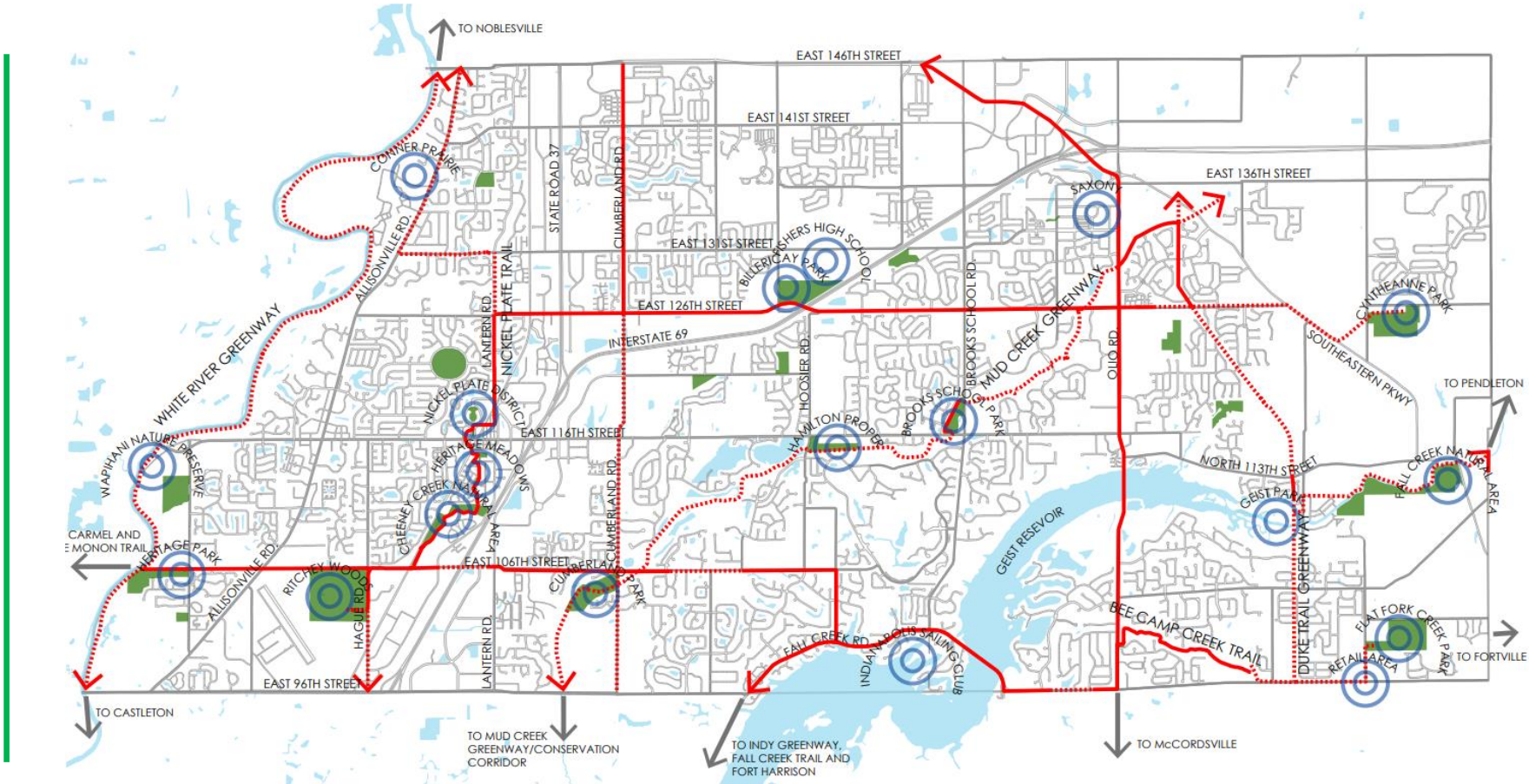
Trails Paved 2020-2023 +
2024 Priorities

In 2024, the City will invest in trail gaps and continue to work toward the trail plan outlined in Fishers 2040 Comprehensive Plan to connect residents to the major trail thoroughfares in Fishers.

Fishers Trails & Greenways POPULATION & HOUSEHOLDS WITHIN 5 MIUNNTE WALKING DISTANCE		
	Population within 5 minutes walk	Household units within 5-minute walk
Existing Major Trail	45,216	17,426
Proposed 2024 Trails*	2,000+	750+
Total	47,216	18,176

* Proposed trails includes **Lantern Road Trail, 126th from Lantern to Allisonville, 106th from Hoosier to Cumberland** (Detailed on Next Slide)
**Major Trail = 8' Trail

2040 Comprehensive Plan: Trail Plan Map



Trail Connectivity

Proposed Trail Connections 2024

Proposed Trail Connection Metrics:

2

Miles of Proposed Trail Connections

+2K

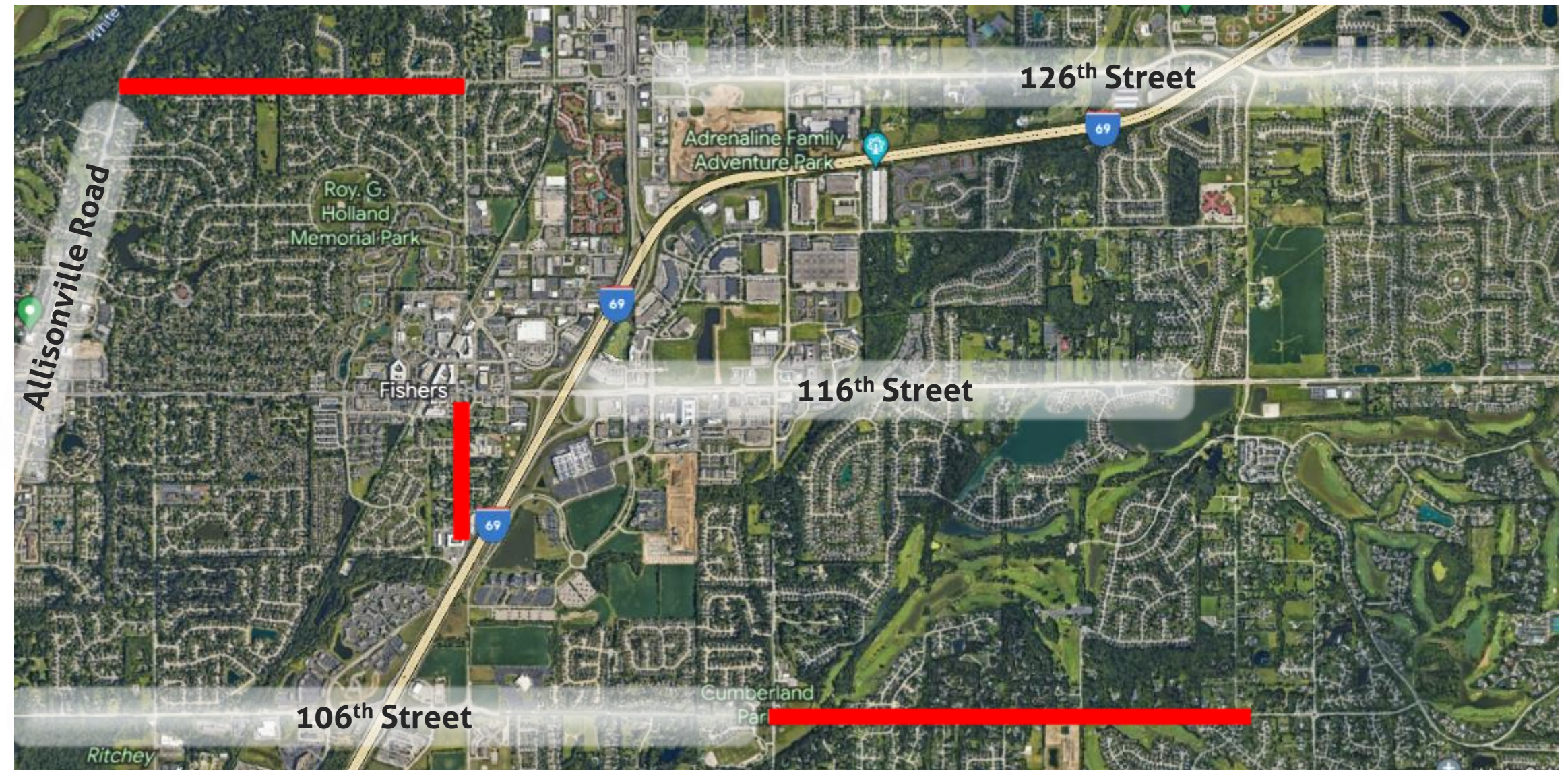
Residents Connected to Major Trail*

+750

Households Connected to Major Trails*

Trail Gap Projects**

- 126th from Lantern- Allisonville
- 106th from Hoosier to Cumberland
- Lantern Road 116th – Heritage Meadows Trail



* Within 5 Minute Walk

** Identified based on recent Trail Gap Analysis

HUB & SPOKE TRAIL NODE

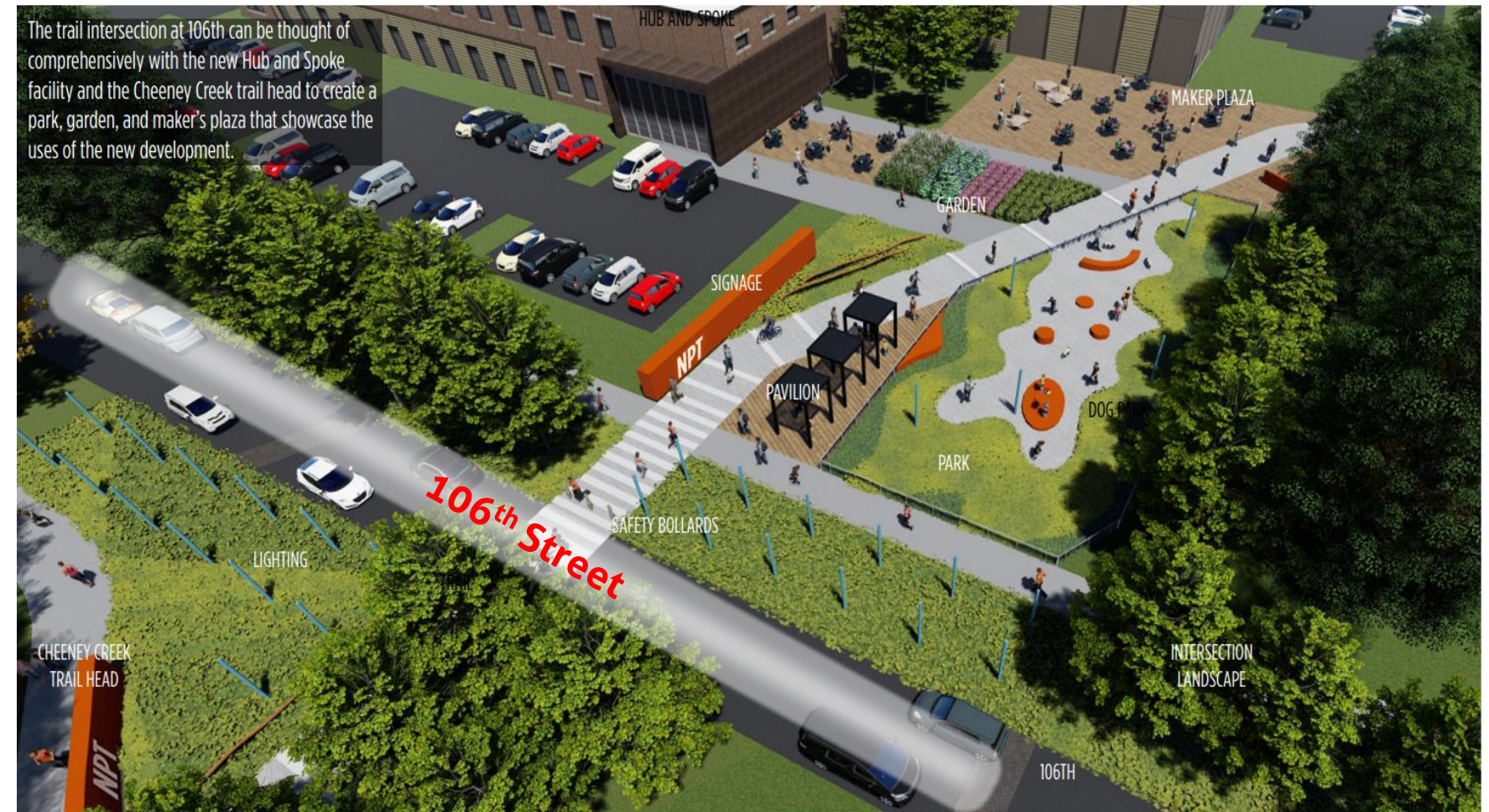
A key trail head @ 106th Street & the Nickel Plate Trail

As Fishers continues to develop the NPT to reflect the 2019 Masterplan, the City will prioritize the Hub & Spoke trail node in 2024, to connect the City's Makerspace to the NPT, while also providing an access and break area to trail goers.

Key Trail Node Elements:

- **NPT Access** from Makerspace + Hub & Spoke + Coffee Shop
- **Greenspace**
- **Programming Opportunities** for the Makerspace & Hub & Spoke, including food & beverage trucks
- **Public Restrooms** for Trail Goers
- **Public Seating and Site Fixtures**
- **Interactive Artwork**

Hub & Spoke Node, Nickel Plate Master Plan 2019



NPT and 106th - View 4

Nickel Plate Trail Master Plan 2040 | May 13th, 2019



NEIGHBORHOOD & COMMUNITY VIBRANCY

- Sidewalks & Landscaping
 - See breakdown on next slide
- Neighborhood Vibrancy Grants
 - Increasing allocation from \$100K→ \$750K
- Urban Forestry Efforts
 - 2,000 Trees Planted in Priority Areas of Fishers (see next slides)
- 96th Street Vibrancy
 - Funding for revitalization efforts on the 96th Street Corridor

Project	Estimate
Sidewalks & Landscaping	\$4,500,000
Neighborhood Vibrancy Grants	\$750,000
Urban Forestry Projects	\$250,000
96 th Street Vibrancy	\$3,000,000
Total	\$8,500,000

* See next slide for proposed program information
** See next slide for proposed program information



Recent Landscaping Improvements along Allisonville Road

NEIGHBORHOOD & COMMUNITY VIBRANCY

→ SIDEWALKS & LANDSCAPING

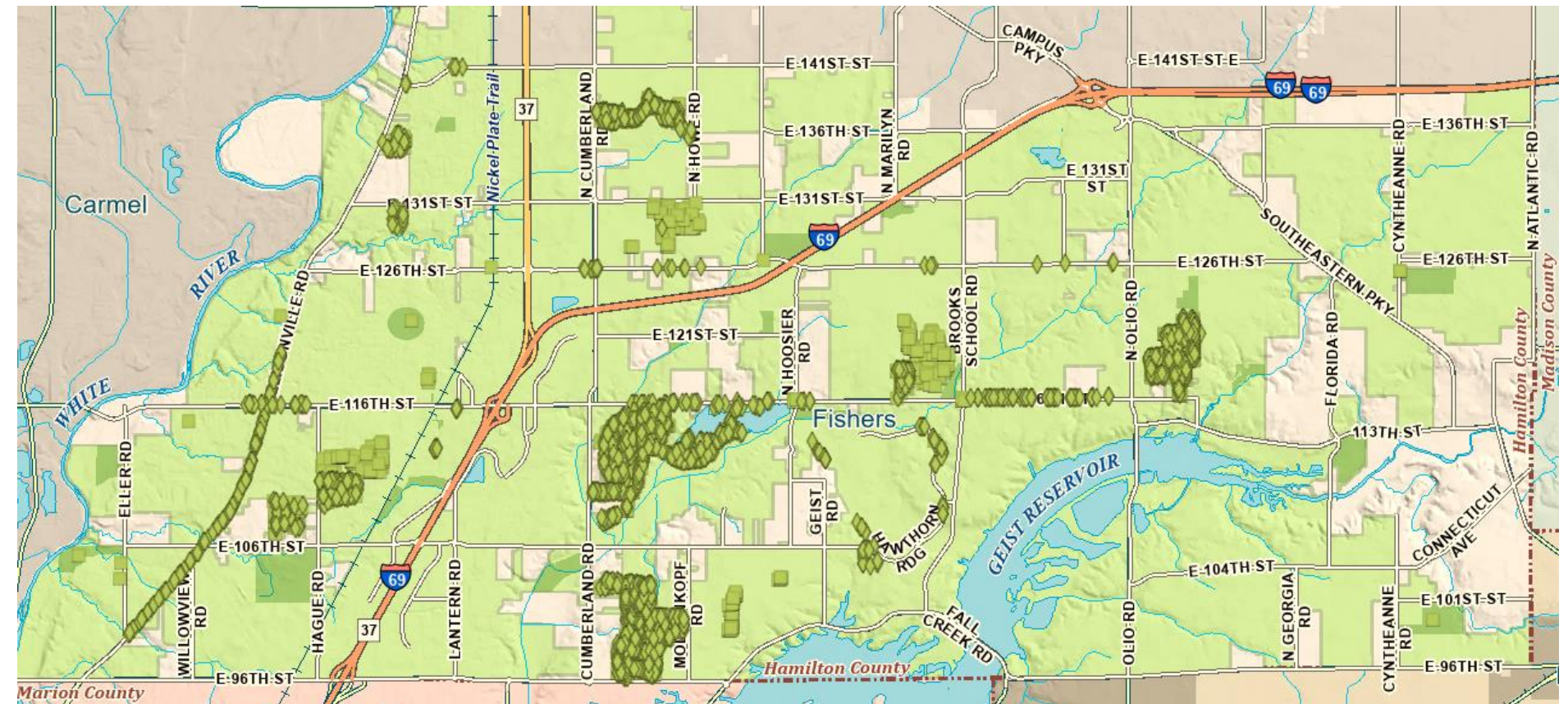
- Landscaping upgrades to bring 3 major thoroughfares in alignment with the Downtown Fishers landscaping
- Safer & Lower Maintenance than Full Grass Medians
- Sidewalk Repairs for 8 Neighborhoods*

*Windermere, Sunblest, Brooks Chase, Pleasant View, Sweet Briar, Sweet Briar North, Britton Ridge, Ridgefield

	Project	Construction Estimate
Landscaping	Olio Road	\$450,000
	96 th street	\$700,000
	126 th Street	\$1,000,000
	SR 37, 131 st , Misc. Medians & RAB	\$1,200,000
	Parks Entrances	\$150,000
Sidewalk Repair	8 Neighborhoods*	\$1,000,000
	Total Cost	\$4,500,000

SIDEWALK REPAIRS (2019-2023) + PROPOSED 2024 REPAIRS

SIDEWALK REPAIR MAP (2019-2023):



(Totals include both replacements + cutting/grinding repairs.)

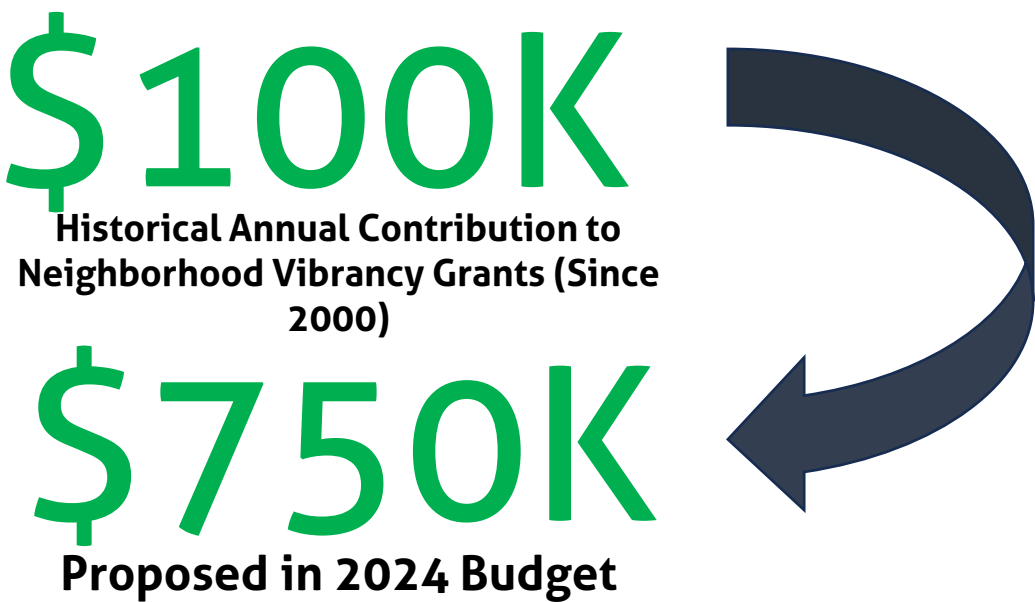
NEIGHBORHOOD VIBRANCY GRANT

DOUBLING DOWN ON NEIGHBORHOOD VIBRANCY INITIATIVES

In prioritizing the sustainability of our neighborhoods, the City is proposing \$750K be allocated to grants to fund projects related to **entrance upgrades, pond maintenance, greenspace maintenance, sidewalk connections, and community spaces**, within our residential neighborhoods.

Proposed Neighborhood Vibrancy Framework

- Increase allocation from \$100K → \$750K
- Neighborhoods may apply for eligible projects up to \$15,000 (80-20 match)
- Neighborhoods & HOAs will have the opportunity to submit eligible projects throughout 2024





Planting Guide + Urban Forestry Program

2021 Revision

URBAN FORESTRY INVESTMENT

Recognized as a Tree City USA since 2008, the City of Fishers has recently prioritized urban forestry efforts through its urban forestry program and planting guide for developers and land professionals. In 2024, the City proposes \$250K be allocated to urban forestry efforts in Fishers.

- \$250K IN THE 2024 BUDGET
- ~2000 TREES PROPOSED TO BE PLANTED IN PARKS, ROWS, AND AREAS WITH LOW MATURE TREE POPULATIONS

Urban Forestry Priority Areas

96 th Street	Harrison Thompson
Cyntheanne Park	Brooks School Park
Flat Fork Creek Park	Holland Park
Billericay Park	Heritage Park

96TH STREET REVITALIZATION

VIBRANCY IN ALL CORNERS OF FISHERS

Building upon recent private investment along 96th street, in addition to road improvements along the corridor, the City of Fishers proposes a \$3M investment into revitalization efforts along 96th Street.

- The 96th Street & I-69 interchange is a key corridor and entrance into the City of Fishers
- Investment in the quality of place along 96th Street will continue to encourage private investment and economic development along the corridor

\$3 Million

Investment in 96th Street Revitalization



96TH STREET REVITALIZATION FOCUS AREA: I-69 to Lantern Road



TEACHER INNOVATION MICRO-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

Project		Estimate
Teacher Innovation Micro Grants		\$500,000

2024 Budget Highlights

Notable Upcoming Projects in 2024:

- Complete Fishers Municipal Center + Art Center
- Complete the Fishers Event Center
- Start Construction on the Community Rec. Center
- Finish SR 37 & 141st Street Interchange



DECREASE PROPERTY TAX RATE
3rd YEAR STRAIGHT



FIRST-EVER INVESTMENT IN SCHOOL
INNOVATION



HISTORIC INVESTMENT IN NEIGHBORHOODS



INCREASED INVESTMENT IN ROAD
INFRASTRUCTURE



CONTINUING TO INVEST IN PUBLIC
SAFETY & CRITICAL SERVICES

NEXT STEPS

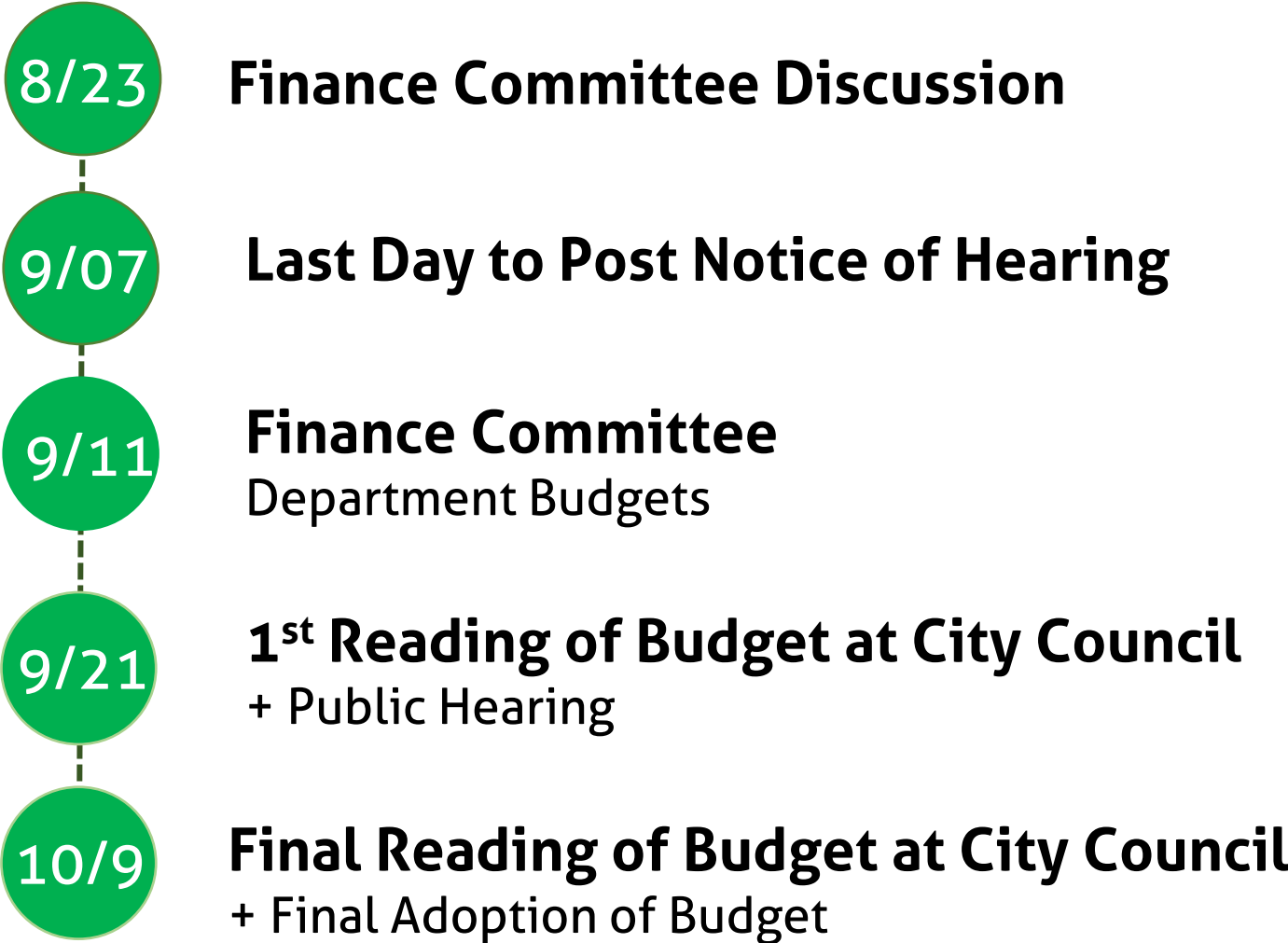
DATES & DETAILS:

Next Up:

-  **8/23 Finance Committee Meeting**
In-depth discussion of the budget and opportunity to ask any questions pertaining to the budget
-  **9/11 Finance Committee Meeting**
Discussion and questions related to department-specific budgets

Later:

-  **9/21 City Council Meeting**
Council Re-Engaged for 1st Reading & Public Hearing on Budget
-  **10/9 City Council Meeting**
Council Meets for Final Reading of Budget + Adoption





Council Action Form

MEETING DATE	August 21, 2023			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Court Record Perpetuation 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 #: R082123A	
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 2023 City Court identified additional supplies needed in excess of the 2023 budget. The funds will be spent on supplies for the Fishers City Court and the associated costs of operating the Court. For the City Council's information, Indiana State Code does require advertisement for a public hearing and then formal approval from an elected governing body for this type of action. This request has been properly advertised and meets the State Code on public hearings notice.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Court Record Perpetuation Fund
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	23602100 42200
	Narrative:	This item is an action of requesting that \$7,000 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	

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 August 21, 2023 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>
Court Record Perpetuation Fund– Supplies	\$7,000	\$0
Continuing Education Fund – Capital Expense	\$35,000	\$0
Sewer Fund – Professional Services	\$150,000	\$0
Total	\$192,00	\$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 July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

STATE OF INDIANA }
COUNTY OF HAMILTON } SS. Legal Notice: NOTICE TO TAXPAYERS OF
 } ADDITIONAL APPROPRIATION

Petitioner:
Lindsey Bennett
City of Fishers

AFFIDAVIT OF PUBLICATION

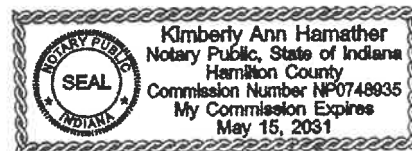
Personally appeared before me, a notary public in and for said county and state, the undersigned, Steve Greenberg who, being duly sworn, says that the Publisher of Current in Fishers and Current in Geist newspaper of general circulation printed and published in the English language in the city of Fishers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

August 1, 2023.

Steve Greenberg

Subscribed and sworn to before me on August 3, 2023.

Kimberly Ann Hamather
Notary Public Signature



Publisher's Fee: \$43.26

Here we grow again.

Learn more about the inclusion of the Riley Children's Health pediatric emergency department at our community feedback meetings.



Indiana University Health is investing \$300 million to complete an expansion of IU Health Saxony Hospital—soon to be IU Health Fishers. As part of this expansion, Riley Children's Health will have a dedicated pediatric emergency department.

Work is underway and will be complete by December 2025.

Feedback meetings open to the public will be held on

Thursday, August 10
3 – 4 pm

IU Health Saxony Hospital
13100 E. 136th St., Fishers
Community Room A
Please enter through Door 4

Thursday, August 10
6 – 7 pm

IU Health Saxony Hospital
13100 E. 136th St., Fishers
Community Room A
Please enter through Door 4

These meetings will provide an opportunity for the IU Health project team to share information about the project and for the public to ask questions.
iuhealth.org

©2023 IUHealth



An Orca statue at Icy Strait Point in Alaska. (Photo by Don Knebel)

Visiting Icy Strait Point

Commentary by Don Knebel

In our continuing tour of Alaska, we stop at Icy Strait Point, about 30 miles west of Juneau, which provides a great experience and is a wonderful economic and cultural success story.

Icy Strait Point is a privately owned tourist destination on Chichagof Island, the fifth-largest island in the United States, which reportedly contains more bears per square mile than any other place in the world. In 1996, the Huna Totem Corp., owned by 1,300 indigenous Alaskans, purchased the 23,000-acre site using proceeds received under the 1971 Alaska Native Claims Settlement Act. They named the area, which includes a beachfront and a temperate rainforest, after Icy Strait, which separates Chichagof Island from the Alaska mainland, and began trying to convince cruise lines going to Juneau to stop there. In 2004, a Royal Caribbean cruise ship did stop, opening the way for other lines to make Icy Strait Point a regular destination on their Alaska cruises.

Today, more than 100 cruise ships dock

at Icy Strait Point each summer, providing an enormous economic boost to nearby Hoonah, a town of about 900, most of them indigenous Tlingit people.

Visitors to Icy Strait Point have a variety of things to do. A building on the site that once housed the Hoonah Canning Co., now includes a museum, a restaurant, shops and some original fish-canning equipment. Whale-watching trips leaving from Icy Strait Point guarantee that passengers will see whales. A \$30 million gondola transporter, completed in 2022, takes visitors to the top of Hoonah Mountain, where they can explore the rain forest or ride a mile-long zip line dropping more than 1,300 feet, considered one of the longest and highest in the world. Visitors can also take a 30-minute walk to Hoonah, where they can see authentic totem poles and experience the Tlingit culture.



Don Knebel is a local resident. For the full column visit donknebel.com. You may contact him at editorial@youarecurrent.com.

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Dated this 21st day of July, 2023
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana



**You'll love working
with us. I promise!**

317-565-3540

YARDVARKSLAWNCARE.COM

Yardvarks...doing a common thing uncommonly well!



Meet Current in Lawrence/Geist Managing Editor **Leila Kheiry** from 4 to 6 p.m. Thursday, August 10 at Launch Fishers, 12175 Visionary Way, Fishers. Suggest story ideas, ask questions and learn more about Current in Lawrence/Geist. For more, email leila@youarecurrent.com



An orca statue at Icy Strait Point in Alaska. (Photo by Don Knebel)

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Dated this 21st day of July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

**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

Unit Number: 0642

COUNTY NAME: Hamilton

County Number: 29

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Fishers

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Geist

Date of Public Hearing

(month, day, year): 8/21/2023

Date Resolution Passed

(month, day, year): 8/21/2023

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/dlgef/files/pdf/170630%20-%20Jones%20Memo%20-%20Additional%20Appropriations%20-%20Supplemental%20Information.pdf>

A. DLGF Fund Number	N/A	N/A	N/A		
B. Fund Name	Court Record Perpetuation	Continuing Education	Sewer Operations		
C. Appropriation Amount Requested	\$7,000.00	\$35,000.00	\$150,000.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$7,000.00	\$35,000.00	\$150,000.00	\$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.)	\$13,000.00	\$110,620.00	\$13,722,704.00		
6. January 1 Cash Balance (Include investments.)	\$109,765.00	\$289,375.00	\$6,292,894.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$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.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$13,000.00	\$35,600.00	\$13,493,824.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00	\$32,468.00	\$1,652,826.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$13,000.00	\$68,068.00	\$15,146,650.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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

3 Municipal Drive Fishers, IN 46038

Mailing Address (Number, Street, City, State, ZIP Code)

Section IVI, _____ fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) (Please Print)

CONTROLLER

317-595-3111

August 21, 2023

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.

RESOLUTION NO. R082123A

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
COURT RECORD PERPETUATION 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: Court Record Perpetuation Fund

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ 7,000 _____	\$ 7,000 _____
<u>Other Services & Charges</u>	\$ _____	\$ _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
 TOTAL for Court Record Perpetuation	 \$ 7,000 _____	 \$ 7,000 _____

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 21st day of August, 2023.

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

R051523B

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, 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





Council Action Form

MEETING DATE	August 21, 2023			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Continuing Education 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 #: R082123B	
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 2023 the Fishers Police Department has identified a need for equipment for new police officers in excess of their current year budget. The City has identified the funds needed for this equipment in the Continuing Education Fund. For the City Council's information, Indiana State Code does require advertisement for a public hearing and then formal approval from an elected governing body for this type of action. This request has been properly advertised and meets the State Code on public hearings notice.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Continuing Education Fund
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	23308010 44920
	Narrative:	This item is an action of requesting that \$35,000 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	

--	--

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 August 21, 2023 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>
Court Record Perpetuation Fund– Supplies	\$7,000	\$0
Continuing Education Fund – Capital Expense	\$35,000	\$0
Sewer Fund – Professional Services	\$150,000	\$0
Total	\$192,00	\$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 July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

STATE OF INDIANA }
COUNTY OF HAMILTON } SS. Legal Notice: NOTICE TO TAXPAYERS OF
 } ADDITIONAL APPROPRIATION

Petitioner:
Lindsey Bennett
City of Fishers

AFFIDAVIT OF PUBLICATION

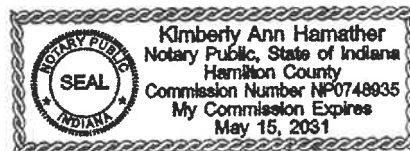
Personally appeared before me, a notary public in and for said county and state, the undersigned, Steve Greenberg who, being duly sworn, says that the Publisher of Current in Fishers and Current in Geist newspaper of general circulation printed and published in the English language in the city of Fishers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

August 1, 2023.

Steve Greenberg

Subscribed and sworn to before me on August 3, 2023.

Kimberly Ann Hamather
Notary Public Signature



Publisher's Fee: \$43.26

Here we grow again.

Learn more about the inclusion of the Riley Children's Health pediatric emergency department at our community feedback meetings.



Indiana University Health is investing \$300 million to complete an expansion of IU Health Saxony Hospital—soon to be IU Health Fishers. As part of this expansion, Riley Children's Health will have a dedicated pediatric emergency department.

Work is underway and will be complete by December 2025.

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iuhealth.org

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An Orca statue at Icy Strait Point in Alaska. (Photo by Don Knebel)

Visiting Icy Strait Point

Commentary by Don Knebel

In our continuing tour of Alaska, we stop at Icy Strait Point, about 30 miles west of Juneau, which provides a great experience and is a wonderful economic and cultural success story.

Icy Strait Point is a privately owned tourist destination on Chichagof Island, the fifth-largest island in the United States, which reportedly contains more bears per square mile than any other place in the world. In 1996, the Huna Totem Corp., owned by 1,300 indigenous Alaskans, purchased the 23,000-acre site using proceeds received under the 1971 Alaska Native Claims Settlement Act. They named the area, which includes a beachfront and a temperate rainforest, after Icy Strait, which separates Chichagof Island from the Alaska mainland, and began trying to convince cruise lines going to Juneau to stop there. In 2004, a Royal Caribbean cruise ship did stop, opening the way for other lines to make Icy Strait Point a regular destination on their Alaska cruises.

Today, more than 100 cruise ships dock

at Icy Strait Point each summer, providing an enormous economic boost to nearby Hoonah, a town of about 900, most of them indigenous Tlingit people.

Visitors to Icy Strait Point have a variety of things to do. A building on the site that once housed the Hoonah Canning Co., now includes a museum, a restaurant, shops and some original fish-canning equipment. Whale-watching trips leaving from Icy Strait Point guarantee that passengers will see whales. A \$30 million gondola transporter, completed in 2022, takes visitors to the top of Hoonah Mountain, where they can explore the rain forest or ride a mile-long zip line dropping more than 1,300 feet, considered one of the longest and highest in the world. Visitors can also take a 30-minute walk to Hoonah, where they can see authentic totem poles and experience the Tlingit culture.



Don Knebel is a local resident. For the full column visit donknebel.com. You may contact him at editorial@youarecurrent.com.



You'll love working with us. I promise!

317-565-3540

YARDVARKSLAWNCARE.COM

Yardvarks...doing a common thing uncommonly well!

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Dated this 21st day of July, 2023
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana



Meet Current in Lawrence/Geist Managing Editor **Leila Kheiry** from 4 to 6 p.m. Thursday, August 10 at Launch Fishers, 12175 Visionary Way, Fishers. Suggest story ideas, ask questions and learn more about Current in Lawrence/Geist. For more, email leila@youarecurrent.com



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Dated this 21st day of July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

**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

Unit Number: 0642

COUNTY NAME: Hamilton

County Number: 29

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Fishers

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Geist

Date of Public Hearing

(month, day, year): 8/21/2023

Date Resolution Passed

(month, day, year): 8/21/2023

DLGF USE ONLYDate 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/dlgi/files/pdf/170630%20-%20Jones%20Memo%20-%20Additional%20Appropriations%20-%20Supplemental%20Information.pdf>

A. DLGF Fund Number	N/A	N/A	N/A		
B. Fund Name	Court Record Perpetuation	Continuing Education	Sewer Operations		
C. Appropriation Amount Requested	\$7,000.00	\$35,000.00	\$150,000.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$7,000.00	\$35,000.00	\$150,000.00	\$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.)	\$13,000.00	\$110,620.00	\$13,722,704.00		
6. January 1 Cash Balance (Include investments.)	\$109,765.00	\$289,375.00	\$6,292,894.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$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.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$13,000.00	\$35,600.00	\$13,493,824.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00	\$32,468.00	\$1,652,826.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$13,000.00	\$68,068.00	\$15,146,650.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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

3 Municipal Drive Fishers, IN 46038

Mailing Address (Number, Street, City, State, ZIP Code)

Section IVI, _____ fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) (Please Print)

CONTROLLER

317-595-3111

August 21, 2023

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.

RESOLUTION NO. R082123B

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
CONTINUING EDUCATION 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: Continuing Education Fund

	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>	\$ 35,000	\$ 35,000
 TOTAL for Continuing Education	 \$ 35,000	 \$ 35,000

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 21st day of August, 2023.

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

R051523B

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, 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





Council Action Form

MEETING DATE	August 21, 2023			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Sewer Operation 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 #: R082123C	
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	
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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 2023 the Fishers Sewer Utility has incurred some expenses in excess of the anticipated budget amount. The largest portion is the addition of insurance for wastewater lift stations located in flood plains and some additional insurance expense for equipment. For the City Council's information, Indiana State Code does require advertisement for a public hearing and then formal approval from an elected governing body for this type of action. This request has been properly advertised and meets the State Code on public hearings notice.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	2023 Revenues / Sewer Operations Fund
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	60601013 43100
	Narrative:	This item is an action of requesting that \$150,000 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	

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Dated this 21st day of July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

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COUNTY OF HAMILTON } SS. Legal Notice: NOTICE TO TAXPAYERS OF
 } ADDITIONAL APPROPRIATION

Petitioner:
Lindsey Bennett
City of Fishers

AFFIDAVIT OF PUBLICATION

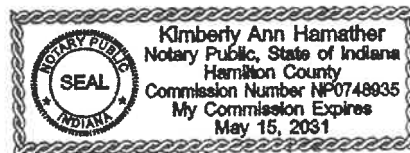
Personally appeared before me, a notary public in and for said county and state, the undersigned, Steve Greenberg who, being duly sworn, says that the Publisher of Current in Fishers and Current in Geist newspaper of general circulation printed and published in the English language in the city of Fishers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

August 1, 2023.

Steve Greenberg

Subscribed and sworn to before me on August 3, 2023.

Kimberly Ann Hamather
Notary Public Signature



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These meetings will provide an opportunity for the IU Health project team to share information about the project and for the public to ask questions.
iuhealth.org

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An Orca statue at Icy Strait Point in Alaska. (Photo by Don Knebel)

Visiting Icy Strait Point

Commentary by Don Knebel

In our continuing tour of Alaska, we stop at Icy Strait Point, about 30 miles west of Juneau, which provides a great experience and is a wonderful economic and cultural success story.

Icy Strait Point is a privately owned tourist destination on Chichagof Island, the fifth-largest island in the United States, which reportedly contains more bears per square mile than any other place in the world. In 1996, the Huna Totem Corp., owned by 1,300 indigenous Alaskans, purchased the 23,000-acre site using proceeds received under the 1971 Alaska Native Claims Settlement Act. They named the area, which includes a beachfront and a temperate rainforest, after Icy Strait, which separates Chichagof Island from the Alaska mainland, and began trying to convince cruise lines going to Juneau to stop there. In 2004, a Royal Caribbean cruise ship did stop, opening the way for other lines to make Icy Strait Point a regular destination on their Alaska cruises.

Today, more than 100 cruise ships dock

at Icy Strait Point each summer, providing an enormous economic boost to nearby Hoonah, a town of about 900, most of them indigenous Tlingit people.

Visitors to Icy Strait Point have a variety of things to do. A building on the site that once housed the Hoonah Canning Co., now includes a museum, a restaurant, shops and some original fish-canning equipment. Whale-watching trips leaving from Icy Strait Point guarantee that passengers will see whales. A \$30 million gondola transporter, completed in 2022, takes visitors to the top of Hoonah Mountain, where they can explore the rain forest or ride a mile-long zip line dropping more than 1,300 feet, considered one of the longest and highest in the world. Visitors can also take a 30-minute walk to Hoonah, where they can see authentic totem poles and experience the Tlingit culture.



Don Knebel is a local resident. For the full column visit donknebel.com. You may contact him at editorial@youarecurrent.com.



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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 August 21, 2023 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Court Record Perpetuation Fund—Supplies	\$7,000	\$0
Continuing Education Fund — Capital Expense	\$35,000	\$0
Sewer Fund — Professional Services	\$150,000	\$0
Total	\$192,00	\$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 July, 2023
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana



Meet Current in Lawrence/Geist Managing Editor **Leila Kheiry** from 4 to 6 p.m. Thursday, August 10 at Launch Fishers, 12175 Visionary Way, Fishers. Suggest story ideas, ask questions and learn more about Current in Lawrence/Geist. For more, email leila@youarecurrent.com



An orca statue at Icy Strait Point in Alaska. (Photo by Don Knebel)

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Total	\$192,00	\$0

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Dated this 21st day of July, 2023

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

**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

Unit Number: 0642

COUNTY NAME: Hamilton

County Number: 29

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Fishers

Date of Publication

(month, day, year): 8/1/2023

Newspaper Name: Current in Geist

Date of Public Hearing

(month, day, year): 8/21/2023

Date Resolution Passed

(month, day, year): 8/21/2023

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	N/A		
B. Fund Name	Court Record Perpetuation	Continuing Education	Sewer Operations		
C. Appropriation Amount Requested	\$7,000.00	\$35,000.00	\$150,000.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$7,000.00	\$35,000.00	\$150,000.00	\$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.)	\$13,000.00	\$110,620.00	\$13,722,704.00		
6. January 1 Cash Balance (Include investments.)	\$109,765.00	\$289,375.00	\$6,292,894.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$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.)	\$122,765.00	\$399,995.00	\$20,015,598.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$13,000.00	\$35,600.00	\$13,493,824.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00	\$32,468.00	\$1,652,826.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$13,000.00	\$68,068.00	\$15,146,650.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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.)	\$109,765.00	\$331,927.00	\$4,868,948.00	\$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

3 Municipal Drive Fishers, IN 46038

Mailing Address (Number, Street, City, State, ZIP Code)

Section IVI, _____ fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) (Please Print)

CONTROLLER

317-595-3111

August 21, 2023

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.

RESOLUTION NO. R082123C

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
SEWER OPERATIONS 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 Operations Fund

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ _____	\$ _____
<u>Other Services & Charges</u>	\$ 150,000 _____	\$ 150,000 _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
 TOTAL for Sewer Operations	 \$ 150,000 _____	 \$ 150,000 _____

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 21st day of August, 2023.

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

R051523B

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, 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





Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Confirmatory Resolution Designating Certain Property as an Economic Revitalization Area and Authoring a Real Property Tax Abatement (0 E. 126 th Street)			
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 #: R082123D	
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)	OnPoint Innovation Park 3, LLC ("Developer") is an Indiana limited liability company and sister company to Mayer Najem Construction, a Fishers-based construction company that has developed and constructed healthcare and other facilities throughout Indiana and in several other states.	
	Developer has advised the City that it desires to develop an approximately 100,000 sq. ft., Class-A, flex/industrial, commercial office building on an approximately 8-acre portion of Fishers Life Science and Innovation Park (the "Project"). Various life sciences companies will locate to the Project, and the Project will culminate in not less than eighty-one (81) jobs.	
	To induce the Developer to develop its facility in the City, the City agreed at its May, 2023 Council meeting, among other rights and obligations, that it would authorize a 5-year, real property tax abatement for the Site (Year 1=100%, Year 2=80%, Year 3=60%, Year 4=40%, Year 5=20%).	
	The subject confirmatory resolution is the second and final step to designate the Site as an economic revitalization area and approve the abatement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	The value of the abatement is approximately \$92,000
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Confirmatory Resolution – July 2023	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Declaratory Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO.: R082123D

**CONFIRMATORY RESOLUTION DESIGNATING CERTAIN PROPERTY AS AN
ECONOMIC REVITALIZATION AREA AND AUTHORIZING A REAL PROPERTY
TAX ABATEMENT (0 E. 126TH STREET)**

WHEREAS, OnPoint Innovation Park 3, LLC (“OnPoint”) is a sister company to Meyer Najem Construction, a Fishers-based construction company that has developed and constructed facilities throughout Indiana and in several other states;

WHEREAS, OnPoint has advised the City of Fishers, Hamilton County, Indiana (“City”) that it desires to develop a flex/light industrial building on an 8-acre portion of the City of Fishers’ (“City”) Life Sciences Park located at 0 E. 126th Street and Cumberland Road and depicted in **Exhibit A** (the “Site”), if the City will authorize a real property tax abatement on the project in the following amounts: (a) Year 1=100%; (b) Year 2= 80%; (c) Year 3=60%; (d) Year 4=40%; and (e)Year 5=20% (the “Abatement”);

WHEREAS, the City has determined that it is in the best interest of the City to provide the Abatement, and therefore, the City has approved a certain project agreement with OnPoint pursuant to which, among other rights and obligations, (a) the City agrees to authorize the Abatement; and (b) OnPoint agrees to (i) invest not less than \$15,000,000.00 developing the Building on the Site; (ii) cause Certus Medical LLC and Radiological Care Services LLC to execute a lease with OnPoint for rental space in the Building; and (iii) have not less than 81 FTEs employed at the Site by Life Sciences Entities, which FTEs are paid a total annual payroll of not less than \$5,740,800.00 (the “Project Agreement”);

WHEREAS, at the City’s June 19, 2023 meeting of its Common Council, the Council approved Resolution No. R061923C, a Request to Approve a Declaratory Resolution (OnPoint Innovation); and

WHEREAS, the City caused the substance of the Declaratory Resolution, and the Statement of Benefits to be filed in the Office of the Hamilton County, Indiana Assessor and published and provided notice of a hearing on the economic revitalization area (“ERA”) designation pursuant to Ind. Code § 6-1.1-12.1 *et. seq.* and 5-3-1 *et. seq.*; and

WHEREAS, capitalized terms used but to defined herein are used with the meaning ascribed to such terms in the Project Agreement.

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

Section 1. The Site is found to be an area within the Common Council’s jurisdiction that meets the statutory criteria of an ERA and is hereby declared an ERA.

Section 2. After review of information provided by OnPoint Innovation, including without limitation, the scope of OnPoint Innovation's planned project, the Council has determined the following:

- (a) The estimate of the value of the redevelopment of the Site is reasonable for projects of that nature;
- (b) The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the project;
- (c) The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the project;
- (d) There are additional benefits that can be reasonably expected to result from project; and
- (e) The totality of benefits is sufficient to justify the deduction.

Section 3. After a duly noticed public hearing on this Resolution, the Council hereby confirms the Declaratory Resolution.

Section 4. The Council hereby additionally authorizes a five (5) year real property tax abatement in the following amounts: (a) Year 1=100%; (b) Year 2= 80%; (c) Year 3=60%; (d) Year 4=40%; and (e)Year 5=20% (the "Abatement").

Section 5. The City shall cause this Resolution to be filed in the Offices of the Hamilton County Auditor and Assessor.

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this 21st day of August, 2023.

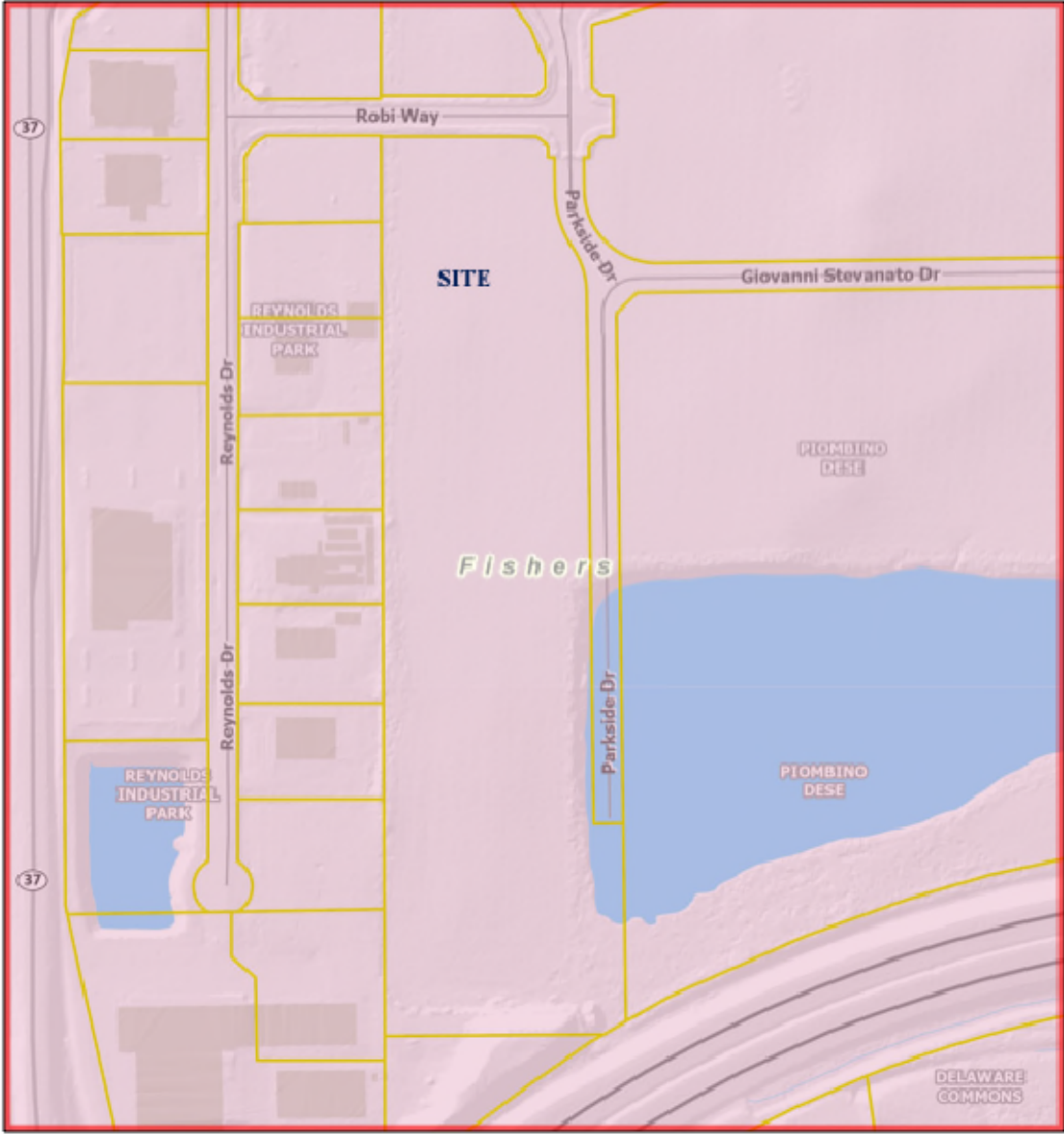
**EXHIBIT A
SITE**

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

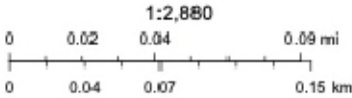
COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 30 MINUTES 11 SECONDS WEST (BEARINGS BASED UPON EAST LINE OF QUARTER SECTION BEING NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST) 2034.35 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 344.55 FEET TO A REBAR WITH CAP STAMPED "FIRM 0102" ON THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 09 SECONDS EAST 1542.02 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 21 MINUTES 46 SECONDS EAST 367.69 FEET TO A REBAR WITH NO CAP ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 69 (PROJECT I-69-1(33))), SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2421.83 FEET AND A CHORD BEARING NORTH 59 DEGREES 25 MINUTES 40 SECONDS EAST 57.80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 57.80 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN THE PLAT OF LOT 1 PIOMBINO DESE AS RECORDED IN INSTRUMENT NO. 2021086794 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY PERIMETER OF SAID PLAT; (1) NORTH 00 DEGREES 47 MINUTES 31 SECONDS WEST 339.81 FEET; (2) SOUTH 89 DEGREES 12 MINUTES 27 SECONDS WEST 50.00 FEET; (3) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 904.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 139.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 79.83 FEET; (4) NORTHWESTERLY ALONG SAID CURVE 80.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 174.00 FEET AND A CHORD BEARING NORTH 17 DEGREES 28 MINUTES 52 SECONDS WEST 99.93 FEET; (5) NORTHWESTERLY ALONG SAID CURVE 101.36 FEET; (6) NORTH 00 DEGREES 47 MINUTES 33 SECONDS WEST 58.57 FEET TO THE SOUTH LINE OF THE LAND OF CITY OF FISHERS PER CAUSE NO. 29C01-1804-PL-003039; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTH LINE OF SAID CAUSE NO. 29C01-1804-PL-003039; (1) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 11.00 FEET TO A REBAR WITH YELLOW PLASTIC CAP STAMPED K&G LS FIRM 0141 (HEREINAFTER "REBAR"); (2) NORTH 00 DEGREES 00 MINUTES 27 SECONDS WEST 20.00 FEET TO A "REBAR"; (3) NORTH 51 DEGREES 34 MINUTES 28 SECONDS WEST 24.13 FEET TO A "REBAR"; (4) SOUTH 89 DEGREES 59 MINUTES 33 SECONDS WEST 265.58 FEET TO THE POINT OF BEGINNING, CONTAINING 12.81 ACRES, MORE OR LESS.

Hamilton County, Indiana



April 18, 2023

 Parcels



Author: Hamilton County
Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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	August 21, 2023			
TITLE	Confirmatory Resolution Designating Certain Property as an Economic Revitalization Area and Authoring a Personal Property Tax Abatement (6950 E. 96 th Street)			
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 #: R082123E	
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)	Pure Pharmacy is a compounding pharmacy focused on health, wellness and innovative therapies. Pure Pharmacy has advised the City that it desires to lease approximately 21,000 SF at 6950 E. 96 th Street (the "Site"). The Site is within the Patch Development property in the Indy Metro Airport (Masters Road and 96 th Street).	
	Pure Pharmacy plans to hire 50 new employees by December 2027 and invest \$2,500,000 in new personal property at the Site.	
	To induce Pure Pharmacy to relocate to the City, the City desires to authorize a five (5) year, personal property tax abatement on all new eligible equipment at the Site.	
	The subject declaratory resolution is the second and final step to designate the Site as an economic revitalization and approve the abatement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	Abatement
	Additional Appropriation #:	
	Narrative:	The estimated value of the abatement is apx. \$71,000.00
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Confirmatory Resolution to be presented in July 2023	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Declaratory Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO.: R082123E

**CONFIRMATORY RESOLUTION DESIGNATING CERTAIN PROPERTY AS AN
ECONOMIC REVITALIZATION AREA AND AUTHORIZING A PERSONAL
PROPERTY TAX ABATEMENT (6950 E. 96TH STREET)**

WHEREAS, Pure Pharmacy, LLC (“Pure Pharmacy”) is a compounding pharmacy focused on health, wellness and innovative therapies, including, without limitation, compounds treating thyroid issues, anti-aging therapies, dermatology, adrenal dysfunction and regenerative health;

WHEREAS, Pure Pharmacy has advised the City of Fishers, Hamilton County, Indiana (“City”) that it desires to relocate to property generally known as 6950 E. 96th Street (new Patch Development project at the Indianapolis Metropolitan Airport) and depicted on **Exhibit A** attached hereto and incorporated herein (the “Site”) and hire fifty (50) new full-time employees (“FTE”) by December 31, 2027, if the City will authorize a five (5) year personal property tax abatement on qualifying tangible personal property (as described in Ind. Code § 6-1.1-12.1 *et. seq.*), in the following amounts Year 1 = 100%; Year 2 = 80%; Year 3 = 60%; Year 4 = 40%; and Year 5 = 20% (the “Abatement”);

WHEREAS, the City has determined that it is in the best interest of the City to provide the Abatement, and therefore, the City has approved a certain economic development agreement with Pure Pharmacy pursuant to which (a) the City agreed to authorize the Abatement; and (b) Pure Pharmacy agreed to, among other obligations, (i) lease approximately 21,000 sq. ft. of space at the Site; (ii) invest not less than \$4,548,085.00 at the Site; of which, \$2,500,000.00 shall be an investment in personal property; and (iii) hire and employ 50 FTEs that are paid an average hourly wage of \$28.14; (the “EDA”);

WHEREAS, at the City’s June 19, 2023 meeting of its Common Council, the Council approved Resolution No. R061923E, Request to Approve Declaratory Resolution (Pure Pharmacy)(the “Declaratory Resolution”); and

WHEREAS, the City caused the substance of the Declaratory Resolution, and Pure Pharmacy’s Statement of Benefits to be filed in the Office of the Hamilton County, Indiana Assessor and published and provided notice of a hearing on the economic revitalization area (“ERA”) designation pursuant to Ind. Code § 6-1.1-12.1 *et. seq.* and 5-3-1 *et. seq.*

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

Section 1. The Site is found to be an area within the Council’s jurisdiction that meets the statutory criteria of an ERA and is hereby declared an ERA.

Section 2. After review of the information provided by Pure Pharmacy, including without limitation, the scope of Pure Pharmacy’s planned project, the Council has determined the following:

- (a) The estimate of the value of the project at the Site is reasonable for projects of that nature;
- (b) The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the project;
- (c) The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the project;
- (d) There are additional benefits that can be reasonably expected to result from project; and
- (e) The totality of benefits is sufficient to justify the deduction.

Section 3. After a duly noticed public hearing on this Resolution, the Council hereby confirms the Declaratory Resolution.

Section 4. The Council hereby additionally authorizes a five (5) year personal property tax abatement on eligible personal property located at the Site in the following amounts: (a) Year 1=100%; (b) Year 2= 80%; (c) Year 3=60%; (d) Year 4=40%; and (e)Year 5=20% (the “Abatement”). For clarity, eligible personal property purchased in any of Years 1 – 5 shall receive a five-year tax abatement in the amounts listed above. For example, and without limitation, eligible personal property purchased in Year 5 shall receive a 20% abatement for five (5) years.

Section 5. The City shall cause this Resolution to be filed in the Offices of the Hamilton County Auditor and Assessor.

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this 21st day of August, 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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





LEGAL: Section 11, Township 17, Range 4 METRO PARK Lot 1 Irregular Shape (Acreage 4.10)



Council Action Form

MEETING DATE	August 23, 2023			
TITLE	Resolution Approving First Amendment To Project Agreement (Andretti)			
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 #: R082123M	
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		X 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)	Andretti Autosport Holding Company, LLC, an Indiana limited liability company ("Andretti"), is a sister company of Andretti Autosport, a series of companies led by Michael Andretti, the winningest driver in CART history with forty-two (42) victories, and the second most IndyCar laps led (immediately behind his father, Mario Andretti);	
	On November 14, 2022, the City, Fishers Economic Development Commission, Fishers Redevelopment Commission, Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately \$180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti's racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives (the "Agreement");	
	The City and Andretti now desire to amend the Agreement to increase the allowable interest rate on the Bonds, extend the Closing Date and specifically state that a qualified third-party may purchase the Bonds, all pursuant to the First Amendment To Project Agreement that is the subject of this agenda item.	
	The changes to the Agreement do not increase the City's obligations related to the bonds or otherwise, and Pledged Increment remains the sole security for the debt.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	Not an additional budget item
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Andretti is expected to close on the bonds and financing in the first quarter of 2024 and is already under construction on the project.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the First Amendment.	

SUPPLEMENTAL INFORMATION (List all attached documents)	
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FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT is executed this 21st day of August, 2023 (“First Amendment”), by and among Andretti Autosport Holding Company, LLC, an Indiana limited liability Andretti (“Andretti”), City of Fishers, Indiana (“City”), Fishers Town Hall Building Corporation (“Building Corp.”), City of Fishers Redevelopment Commission (“RDC”), and City of Fishers Economic Development Commission (“EDC”) on the following terms and conditions:

RECITALS

WHEREAS, Andretti and the City Bodies are parties to that certain November 14, 2022 Project Agreement that provides for Andretti’s development and construction of its corporate headquarters and related commercial development to accommodate Andretti’s racing operation and engineering team, together with development and construction of the Andretti Racing Museum (the “Agreement”);

WHEREAS, the Project is projected to culminate in approximately five hundred (500) jobs in the City, five hundred seventy-five thousand square feet (575,000 sq. ft.) of commercial development and private investment of approximately \$180 Million Dollars, inclusive of the Bond Proceeds;

WHEREAS, pursuant to the Agreement, the City will issue certain economic development revenue bonds under Ind. Code § 36-7-12 *et. seq.* in a maximum par amount that Andretti and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Project is utilized to pay debt service on the Bonds;

WHEREAS, the Bonds shall be payable solely from the Pledged Increment, and City Bodies shall not be obligated to provide any other source of payment or security for the Bonds (“Developer Backed Bonds”);

WHEREAS, the Agreement defines the interest rate for the Developer Backed Bonds as an amount not to exceed eight percent (8%);

WHEREAS, since the Agreement was approved by the City, the Federal Reserve has increased interest rates a total of 200 basis point (bps) or two percent (2%);

WHEREAS, Andretti has requested and the City desires to amend the Agreement to allow an interest rate on the Developer Backed Bonds equal to or less than nine percent (9%);

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Andretti, or the incentives provided by the City;

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

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

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

1. Section 12(d) of the Agreement shall be replaced in full as follows:

“(d) Interest During Construction. At the option and discretion of Andretti, the Bonds may bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate (as hereinafter defined), or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate equal to or less than nine percent (9%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined jointly by the Parties, each in the exercise of its reasonable discretion.”

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

“**Closing** shall mean, to the extent such has not previously occurred, (a) Purchaser's acquisition of the Project Site; (b) recordation of the Plat; (c) execution of all Ancillary Agreements; (d) the City's issuance of the Bonds and the purchase of the Bonds by Andretti or any third party qualified to purchase the Bonds; and (e) Project Lender issuing the Project Loan to Andretti or a development partner of Andretti (and Andretti or its development partner, as applicable, authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions), or, in the alternative, Andretti shall have provided evidence reasonably satisfactory to the City that funds have been committed by Andretti or its development partners in an amount that along with the Bond Proceeds are sufficient to fully fund the Project costs.

“**Outside Closing Date** shall mean February 15, 2024, or such other date as the City and Andretti shall mutually agree.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Andretti and City Bodies with respect to the Projects and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

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

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

R082123M

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____

Its: _____

**CITY OF FISHERS
REDEVELOPMENT COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Anderson Schoenrock, Secretary

**ANDRETTI AUTOSPORT HOLDING
COMPANY, LLC**

By: _____

Its: _____

RESOLUTION NO. R082123M

RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT (ANDRETTI)

WHEREAS, Andretti Autosport Holding Company, LLC (“Andretti”) is a sister company of Andretti Autosport, a series of companies led by Michael Andretti, the winningest driver in CART history with forty-two (42) victories and the second most IndyCar laps led (immediately behind his father, Mario Andretti);

WHEREAS, on November 14, 2022, the City of Fishers, Hamilton County, Indiana (“City”), Fishers Economic Development Commission, Fishers Redevelopment Commission, Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately \$180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti’s racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives (the “Agreement”);

WHEREAS, the City and Andretti now desire to amend the Agreement to increase the allowable interest rate on the Bonds, extend the Closing Date and specifically state that a qualified third-party may purchase the Bonds all pursuant to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “First Amendment”);

WHEREAS, the changes to the Agreement do not increase the City’s obligations related to the bonds or otherwise, and Pledged Increment remains the sole security for the debt; and

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

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

Section 1. The Council hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The Mayor is hereby authorized to execute a first amendment substantially similar to the First Amendment.

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

ALL OF WHICH IS RESOLVED by the City Council for the City of Fishers, Hamilton County, Indiana this __21st__ day of August, 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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	August 21, 2023			
TITLE	Resolution Concerning the Designation of a Professional Sports & Convention Development Area			
SUBMITTED BY	Name & Title: Jordin Alexander, Chief of Staff			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R082123F	
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> Chris Greisl, Barnes & Thornburg LLP	
BACKGROUND (Includes description, background, and justification)	In accordance with Ind. Code §36-7-31.3 et. seq., (the “Professional Sports Development Act”), the City of Fishers, Hamilton County, Indiana (the “City”) may establish a Tax Area by resolution before January 1, 2024, in accordance with the Professional Sports Development Act. The Tax Area is a special taxing district authorized by the general assembly to enable the designating body to provide special benefits to taxpayers in the Tax Area by promoting economic development that is of public use and benefit. Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under Ind. Code §36-7-14, as amended (the “Redevelopment Act”). On July 13, 2023, the City of Fishers Redevelopment Commission (the “Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”) and the City of Fishers Redevelopment District, approved and adopted its resolution entitled “A Resolution of the City of Fishers Redevelopment Commission Designating and Declaring a Certain Area as a Professional Sports & Convention Development Area, Approving a Plan for Said Area, and Related Matters Thereto” (the “Declaratory Resolution”). The Declaratory Resolution designated and declared a certain area as the Fishers Professional Sports & Convention Development Area (the “PSC Development Area”) as a Tax Area, designated certain facilities on certain facility sites within the PSC Development Area, allocated certain Covered Taxes attributable to certain taxable events or Covered Taxes earned in the PSC Development Area, and approved the Plan (as defined in the Declaratory Resolution) as the plan for such area. On August 2, 2023, the Fishers Plan Commission (the “Plan Commission”) approved and adopted a resolution (the "Approving Order"), approving the Declaratory Resolution and Plan, and determining that the Declaratory Resolution and Plan conform to the plan of development for the City, and submitted the Approving Order to the Common Council of the City (the “City Council”). Pursuant to Sections 16 and 41 of the Redevelopment Act, the City Council is required to approve the Declaratory Resolution and Approving Order before the Commission may proceed with the designation of such area.	
BUDGETING AND FINANCIAL IMPACT	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A

(Includes project costs and funding sources)	Additional Appropriation #:		N/A
	Narrative:		N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Resolution	
	2.	Provide Alternative Direction	
	3.		
	4.		
PROJECT TIMELINE	The Redevelopment Commission will conduct a public hearing on September 5, 2023.		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Agreement.		
SUPPLEMENTAL INFORMATION (List all attached documents)			

Exhibit A
[The Declaratory Resolution]

RESOLUTION NO.: FRC 05R071323

**A RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT
COMMISSION DESIGNATING AND DECLARING A CERTAIN AREA
AS A PROFESSIONAL SPORTS & CONVENTION DEVELOPMENT AREA,
APPROVING A PLAN FOR SAID AREA, AND RELATED MATTERS THERETO**

WHEREAS, the City of Fishers Redevelopment Commission (the "Commission"), the governing body of the City of Fishers Department of Redevelopment (the "Department") and the City of Fishers Redevelopment District, exists and operates under the provisions of Ind. Code §36-7-14, as amended (the "Redevelopment Act");

WHEREAS, in accordance with Ind. Code §36-7-31.3 *et. seq.*, (the "Professional Sports Development Act"), the City of Fishers, Hamilton County, Indiana (the "City") may establish a Tax Area by resolution before January 1, 2024, in accordance with the Professional Sports Development Act;

WHEREAS, in accordance with the Professional Sports Development Act, the Tax Area is a special taxing district authorized by the general assembly to enable the designating body to provide special benefits to taxpayers in the Tax Area by promoting economic development that is of public use and benefit;

WHEREAS, the Commission has thoroughly studied and investigated that area of the City of Fishers, Indiana (the "City"), as further described and depicted in Exhibit A, attached hereto and incorporated herein, and hereby finds that such area of the City meet the requirements of the Professional Sports Development Act to qualify as a Tax Area, and hereby designates said area as the "Fishers Professional Sports & Convention Development Area" (the "PSC Development Area");

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission an economic development plan for the PSC Development Area entitled "Economic Development Plan for the Fishers Professional Sports and Convention Development Area" (the "Plan");

WHEREAS, the Commission has caused to be prepared estimates of the costs of the professional sports and convention development projects as set forth in the Plan;

WHEREAS, the Plan and supporting data were reviewed and considered by the Commission at this meeting;

WHEREAS, the Plan conforms to other development and redevelopment plans for the City;

WHEREAS, Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under the Redevelopment Act;

WHEREAS, the Commission deems it advisable to apply the provision of said Section 9 of the Professional Sports Development Act to the Plan and the financing of the Plan; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Professional Sports Development Act or Redevelopment Act, as applicable.

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

1. The Plan for the PSC Development Area promotes economic development that is of public use and benefit.
2. The Plan for the PSC Development Area contains a capital improvement that will be undertaken or has been undertaken in the Tax Area for a facility that is used by a professional sports franchise for practice or competitive sporting events (which also includes a capital improvement that will be undertaken or has been undertaken in the Tax Area for a facility that is used for any purpose specified by Ind. Code §36-7-31.3-8(a)(2)), which is further described on Exhibit B (the "Event Center").
3. The Event Center that will be undertaken (or that has been undertaken) in the Tax Area will benefit the public health and welfare and will be of public utility and benefit.
4. The Event Center that will be undertaken (or that has been undertaken) in the Tax Area will protect or increase state and local tax bases and tax revenues.
5. The Commission hereby finds that the Declaratory Resolution and the Plan conform to the comprehensive plan for the City.
6. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.
7. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting.
8. The Commission hereby designates certain facilities on certain facility sites identified as within the PSC Development Area, as further described on Exhibit C, attached hereto and incorporated herein, as a facility that is (i) owned by the city, the county, a school corporation, or a board under IC 36-9-13, IC 36-10-8, IC 36-10-10, or IC 36-10-11, and used by a professional sports franchise for practice or competitive sports events; (ii) owned by the city, the county, or a board under IC 36-9-13, IC 36-10-8, IC 36-10-10, or IC 36-10-11, and used as one of the following: (A) a facility used principally for convention or tourism related events serving national or regional markets; (B) an airport; (C) a museum; (D) a zoo; (E) a facility used for public attractions of national significance; (F) a performing arts venue; (G) a county courthouse registered on the National Register of Historic Places; or (iii) a hotel (each a "Facility", and collectively the "Facilities").

9. All Facilities within the PSC Development Area are hereby designated as comprising a "Professional Sports & Convention Development Area" under Section 9 of the Professional Sports Development Act.

10. In accordance with Ind. Code §36-7-31.3-4, "covered taxes" means the part of the following taxes attributable to the operation of a Facility designated as part of the Professional Sports Area: (i) the state gross retail tax imposed under IC 6-2.5-2-1 or use tax imposed under IC 6-2.5-3-2; (ii) an adjusted gross income tax imposed under IC 6-3-2-1 on an individual; (iii) the local income tax imposed under IC 6-3.6; and (iv) except in a county having a population of more than three hundred fifty thousand (350,000) and less than four hundred thousand (400,000), a food and beverage tax imposed under IC 6-9 (collectively, the "Covered Taxes"). The allocation of Covered Taxes attributable to a taxable event or Covered Taxes earned in the PSC Development Area shall be allocated to the Professional Sports and Convention Development Area Fund (the "Allocation Fund") established for the City.

In addition to the Covered Taxes, in accordance with Ind. Code §36-7-31.3-10, all of the salary, wages, bonuses, and other compensation that are: (a) paid during a taxable year to a professional athlete for professional athletic services; (b) taxable in Indiana; and (3) earned in the PSC Development Area; shall be allocated to the Allocation Fund if the professional athlete is a member of a team that plays the majority of the professional athletic events that the team plays in Indiana in the PSC Development Area (the "Professional Athlete Tax").

The maximum amount of Covered Taxes that may be captured in the PSC Development Area is Two Million Dollars (\$2,000,000) per year. The tax revenue captured in the PSC Development Area each year shall be transferred to the City to be used for a capital improvement that will construct or equip a facility owned by the City used by a professional sports franchise for practice or competitive sporting events. This allocation provision shall expire on June 30, 2044.

11. The Secretary of the Commission is directed to file a certified copy of the Plan and this Resolution with the minutes of this meeting.

12. The officers of the Commission are hereby directed to make any and all required filings and recordings with the Indiana State Budget Committee, Indiana Department of Local Government Finance, the Hamilton County Auditor and the Hamilton County Recorder in connection with the actions of the Commission contained in this Resolution regarding the PSC Development Area.

13. The provisions of this Resolution shall be subject in all respects to the Redevelopment Act, the Professional Sports Development Act and any amendments thereto.

14. This Resolution, together with supporting data, shall be submitted to the Plan Commission and the Common Council of the City, as provided by Section 16 of the Redevelopment Act, and the Professional Sports Development Act, for the approval of this Resolution and the Plan, and if approved by both bodies, this Resolution and the Plan shall be submitted to public hearing and remonstrance as provided by Section 17 of the Redevelopment Act, after public notice in accordance with Section 17 of the Redevelopment Act and Indiana Code

5-3-1 and after all required filings with governmental agencies and officers have been made pursuant to Section 17(b) of the Redevelopment Act.

15. This Resolution shall be in full force and effect from and after its adoption by the Commission.

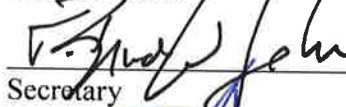
Adopted this 13th day of July, 2023.

CITY OF FISHERS REDEVELOPMENT
COMMISSION



President

Vice President



Secretary



Member



Member

This instrument prepared by: Christopher P. Greisl, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, IN 46204

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

Exhibit A
[Tax Area]

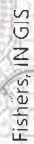


Exhibit B
[The Event Center]

Development Site Plan



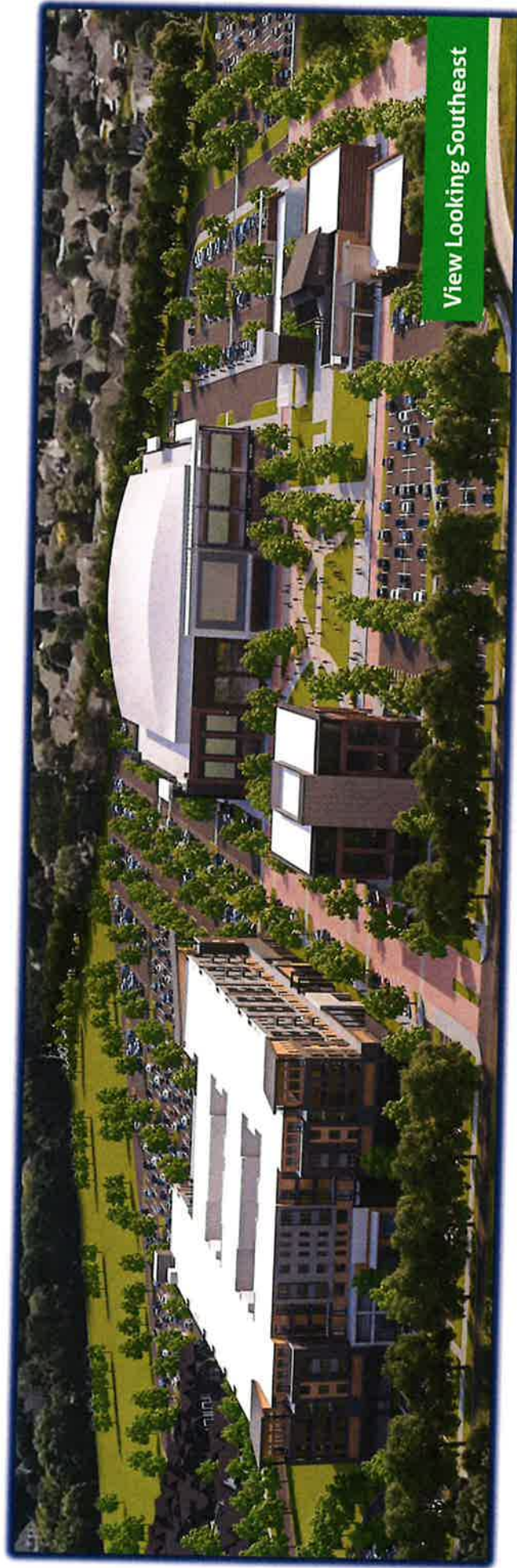
Development Site Plan (Continued)



Development Aerial



Event Center Aerial



Event Center Exterior Renderings



Event Center Interior Renderings



4a. The Next Phase of Fishers District—Interior Renderings

Exhibit C
[The Facilities]

In accordance with Ind. Code §36-7-31.3-8, the City of Fishers hereby designates the following facilities as comprising a PSC Development Area:

PSC Development Area - The Facilities												
Facility Name	Deeded Owner	Address	City	Acres	Use	Tax District	Township	Zoning	Land AV	Improvement AV	Total Gross AV	Construction Cost
Best Western	Lights Out Developments LLC	9790 North By Northeast Blvd	Fishers	3.07	Hotels	Fishers	Delaware	C3	\$ 1,381,500.00	\$ 2,991,500.00	\$ 4,363,000.00	
Comfort Inn & Suites	Champion Fishers LLC	9780 North By Northeast Blvd	Fishers	2.97	Hotels	Fishers	Delaware		\$ 1,298,000.00	\$ 1,790,000.00	\$ 3,088,000.00	
Courtyard	Stations Hotel Partners LLC	11550 Whistle Dr	Fishers	2.12	Hotels	Fishers	Delaware	PUD-M	\$ 1,272,000.00	\$ 7,856,600.00	\$ 9,128,600.00	
Fairfield Inn & Suites	Crosspoint Blvd Hotel Partners LLC	10495 Crosspoint Blvd	Indianapolis	2.45	Hotels	Fishers	Delaware	PUD-C	\$ 1,195,000.00	\$ 2,508,200.00	\$ 3,703,200.00	
Hampton Inn & Suites	J Enterprises Inn of Fishers LLC	11575 Commercial Dr	Fishers	2.54	Hotels	Fishers	Delaware	NPC-HC	\$ 1,270,000.00	\$ 2,751,300.00	\$ 4,021,300.00	
Hilton Garden Inn	Hamilton Hotel Partners LLC	9785 North By Northeast Blvd	Fishers	4.15	Hotels	Fishers	Delaware	C3	\$ 1,678,500.00	\$ 4,768,000.00	\$ 6,446,500.00	
Holiday Inn Express	Hotel Fishers LP	9791 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 3,131,800.00	\$ 4,283,800.00	
Home 2 Suites	Fishers 96 Hotel LLC	9701 North By Northeast Blvd	Fishers	1.65	Hotels	Fishers	Delaware	C3	\$ 742,500.00	\$ 4,681,300.00	\$ 5,423,800.00	
Hwy 66 Place	Springdale Hotel Partners LLC	11455 Ikea Way	Fishers	3.96	Hotels	Fishers	Delaware	PUD-M	\$ 2,375,000.00	\$ 10,974,600.00	\$ 13,350,600.00	
Nickel Plate Hotel	Nickel Plate Hotel Partners LLC	8651 E 116th St	Fishers	0.54	Hotels	Fishers	Delaware	NPC-DC			\$ 30,000,000.00	
Quality Suites	Motels Of Fishers LLP	9760 Cross Point Cmn	Indianapolis	1.56	Hotels	Fishers	Delaware	PUD-C	\$ 780,000.00	\$ 998,400.00	\$ 1,778,400.00	
Residence Inn	Fisher Hotel LLC	9765 Crosspoint Blvd	Indianapolis	2.25	Hotels	Fishers	Delaware	PUD-C	\$ 1,125,000.00	\$ 2,615,500.00	\$ 3,740,500.00	
Springhill Suites	Apple Nine Hospitality Ownership Inc	9698 Hague Rd	Indianapolis	2.82	Hotels	Fishers	Delaware	PUD-C	\$ 1,310,000.00	\$ 5,087,600.00	\$ 6,397,600.00	
Staybridge Suites	Crosspoint Hotel LLC	9780 Crosspoint Blvd	Indianapolis	3.43	Hotels	Fishers	Delaware	PUD-C	\$ 1,715,000.00	\$ 5,966,500.00	\$ 7,681,500.00	
Studio 6	8250 Fishers Inc	8250 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 727,200.00	\$ 1,879,200.00	
**Fishers Event Center	The City of Fishers	11000 Stockdale St	Fishers	3.82	Entertainment	Fishers	Delaware	PUD-M			\$	
Total									\$ 18,447,500.00	\$ 54,627,500.00	\$ 73,075,000.00	\$ 170,000,000.00
*Anticipated Completion in 2024; **Anticipated Completion in 2025												

CITY OF FISHERS REDEVELOPMENT COMMISSION

ECONOMIC DEVELOPMENT PLAN FOR THE FISHERS PROFESSIONAL SPORTS & CONVENTION DEVELOPMENT AREA

I. Purpose and Introduction

The City of Fishers Redevelopment Commission (the "Redevelopment Commission") proposes to designate and declare a certain area within the City of Fishers, Indiana (the "City") as the Fishers Professional Sports & Convention Development Area (the "PSC Development Area") as a Tax Area (as defined by Ind. Code §36-7-31.3 *et. seq.*, the "Professional Sports Development Act"). This is the plan for the PSC Development Area (the "Plan"). This Plan may be amended as provided in the Plan and Ind. Code §36-7-14, as amended from time to time (the "Redevelopment Act").

Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under the Redevelopment Act. Pursuant to Sections 15 and 16 of the Redevelopment Act, the Plan must be approved by the Redevelopment Commission, the City of Fishers Plan Commission, and the City of Fishers Common Council. Upon such approvals, the Redevelopment Commission will hold a public hearing on the Plan as required under Section 17 of the Redevelopment Act, before confirming (or modifying and confirming) the designation of the PSC Development Area and the approval of the Plan.

A. Project Objectives

The purpose of the Plan is to promote economic development that is of public use and benefit to the City through the development of a facility that is owned by the City and used by a professional sports franchise to play a majority of its home games in the facility (the "Event Center"). The Plan will focus on utilizing the tools permitted by the Professional Sports Development Act, which include the ability to allocate certain Covered Taxes on designated Facilities within the PSC Development Area (as further defined herein), to construct and equip the Event Center, which will benefit the public health and welfare of the City, be of public utility and benefit, and protect and increase state and local tax bases and tax revenues.

The Plan will allocate resources to accomplish the goals established herein, and the City's Comprehensive Plan.

II. The Fishers Event Center

The City broke ground on its \$170M, mid-sized, world-class Event Center in April, 2023, in order to open the facility for operations in December, 2024. The Event Center is approximately 200,000 SF located on 53-acres that expands on the recently developed 18-acre "Fishers District", home to a variety of restaurant, retail, and entertainment options. The City recently announced a \$550 million expansion of the Fishers District, which includes new retail, restaurant, entertainment, and residential options within a walkable and vibrant community setting. The

expanded Fishers District will be anchored by the Event Center that will host sporting, theatrical, and entertainment events.

The Event Center will hold a variety of events, to include the ECHL's (formerly known as the East Coast Hockey League) Indy Fuel (a professional sports franchise) as the anchor tenant, playing all regular season home games and playoff games in this facility. The Indy Fuel has entered into a 20-year license agreement with the City to host all home games and home playoff games at the Event Center (which initial term runs through September 1, 2044). When in "hockey mode", the Event Center will have 5,360 general admission seats, 697 club seats (center-ice lounge, stage-view club, and loge club), 410 suite seats (23 total suites), 500 standing room only seats, and 30 seats for media for a total capacity of 6,997. When in "concert mode", the Event Center will have 5,746 general admission seats, 697 club suites, 330 suite seats (21 total suites), 500 standing room only seats, and 10 media seats for a total capacity of 7,283.

The Event Center is projected to host 125 events in its first year of operation, and will ultimately host 135 events per year. In addition to all Indy Fuel Home games (36 regular season home games), the Event Center will hold a variety of top tier musical acts/concerts, a variety of other entertainment options (ex: Disney on Ice, cirque du soleil, comedy shows, etc.), and other athletic events (NCAA and/or a variety of professional sports). Additionally, the Event Center will proudly host community events such as high school graduations and high school athletics.

A. The Estimated Cost of the Event Center

The City has committed significant resources toward completion of the Event Center. On or around January 11, 2023, the City entered into a certain public-private agreement with Hunt Construction Group, Inc., to develop and construct the Event Center and certain related master improvements, which, subject to the terms of the agreement, shall be delivered to the City within a guaranteed maximum price of One Hundred Seventy Million and no/100 Dollars (\$170,000,000).¹ Construction of the Event Center commenced in April, 2023, and is scheduled to be completed on or around December, 2024. At the present time, the City has completed bidding on the final outstanding 25% of the project.

The City is actively engaged in structuring permanent financing for the Event Center. In December, 2022, Raymond James Bank acquired the City's \$90 million Lease Rental Revenue Bond Anticipation Note (the "BAN"). The proceeds of the BAN have allowed the City to begin development and construction on the project and the City is working with Raymond James Reinvestment Strategies Group to appropriately invest funds to be used for construction and capitalized interest costs. The BAN will mature on December 31, 2023, and the City is preparing a timetable for permanent financing with a careful eye on evolving market conditions. The Federal Open Market Committee "FOMC" has recently announced it will maintain a target range for benchmark interest rates at 5.00% to 5.25% but that additional rate hikes in the 2023 calendar year are expected. The City hopes to secure financing in a manner that avoids interest rate increases

¹ The maximum project cost (including various soft costs and other development costs) is approximately \$177.5M.

where possible and which takes advantage of the current lack of supply in the municipal bond market.

III. The PSC Development Area

The PSC Development Area is comprised of fifteen (15) hotels and the Event Center (collectively, the “Facilities”).² The hotels are geographically located in areas that will directly benefit the most from the operations of the Event Center. The total gross assessed value for the Facilities is approximately Seventy-Three Million and no/100 Dollars (\$73,000,000).³

The PSC Development Area consist of approximately 42.25 acres of non-contiguous land, with the majority of the land having a commercial or planned unit development zoning designation. Specifically, the Event Center has received all zoning approvals from the applicable City bodies, and this Plan does not purport to change the underlying zoning. While the PSC Development Area is defined by the specific Facilities, the area is generally bounded by 96th Street to the South, 126th Street to the North, Allisonville Road to the West, and Cumberland road to the East, in Fishers, Indiana.⁴

IV. The Event Center is Economically Sound and Will Protect and Increase State and Local Tax Revenues.

The Event Center is economically sound and the allocation of Covered Taxes will further strengthen the City’s position. Annual debt service on the Event Center is estimated to be \$10.4M.⁵ The maximum amount of Covered Taxes that may be captured in the PSC Development Area is Two Million Dollars (\$2,000,000) per year, and such tax shall be transferred to the City to be used for constructing or equipping the Event Center.⁶ Based upon information provided by the Indiana Department of Revenue, the City anticipates capturing the maximum amount of Covered Taxes for each year of the allocation, which expires on June 30, 2044.⁷

On or around October 10, 2022, the City Council adopted a food and beverage tax, which is estimated to generate \$3M/year. The City will pledge all food and beverage tax revenue to fund debt service of the Event Center. Moreover, the City anticipates pledging \$1.5M from a payment-in-lieu-of-taxes from its sewer utility, \$2.5M from its cumulative capital development fund (this can increase, if necessary), and \$1.5M in Event Center revenue. Additionally, it’s important to note that if needed, the City has secondary sources of revenue that it can pledge to debt service.

The Event Center will have a significant economic impact on Fishers and the State of Indiana. The economic impact of the Event Center will protect and increase State and local tax

² The Facilities are further described and depicted in Appendix A, which is attached hereto and made part of the Plan by reference.

³ This does not include the Nickel Plate Hotel and the Event Center (both of which are under construction), whose combined construction cost equals \$200M.

⁴ See Appendix A.

⁵ The City anticipates paying \$4M in 2024, \$8.8M in 2025, and \$10.4M from 2026-2063.

⁶ “Covered Taxes” are defined by Ind. Code §§ 36-7-31.3-4 and 36-7-31.3-10.

⁷ On June 23, 2023, the Department of Revenue reported that the sales tax for fourteen of the designated Facilities (the Nickel Plate Hotel and Event Center are being constructed) for the time period of June 1, 2022 – May 31, 2023 was approximately \$2,370,000, and the income tax for these designated Facilities was approximately \$110,000.

revenues. Current estimates suggest that the Event Center will generate approximately \$1.5M annually in state tax revenue from its own operations. Moreover, the Event Center will exponentially benefit the City's booming entertainment district, which includes 18 acres of restaurants, retail, commercial development, and hotels. The recently expanded district contains 250 luxury apartments, 60,000 square feet of eateries and retail, 150 hotel rooms, and a 60,000-square-foot office building, in a development known as "the Union". An additional, adjacent development (the "Commons") will also include another 250 multi-family units, 50,000 square foot office building, and room for four (4) additional commercial pads, including "Chicken N Pickle". The pickleball-focused entertainment facility announced plans in 2023 to locate in the expanded Fishers District. Among other offerings, the facility will include several dining areas and bars with indoor and outdoor pickleball courts. Chicken N Pickle projects 700,000 visitors annually and creating 150 jobs. The Commons and Union developments are both anchored by the Event Center. The Commons, Union, and the Event Center are expected to generate a total of \$555M in investment for the City. This investment will create over \$130M of new assessed value to Fishers, which equates to nearly \$500,000 in revenue to Hamilton Southeastern School Corporation (or the equivalent of approximately 5 teacher salaries). With experiential destinations such as IKEA, TopGolf, Chicken N Pickle, and the Event Center, downtown Fishers is turning into a multi-day destination for out of town guests. The synergies with nearby developments and experiential destinations will allow the Event Center to amplify tax revenue generated in and around the PSC Development Area.

Statutory Findings

The Plan for the PSC Development Area meets the following required findings under Section 9 of the Professional Sports Development Act:

The Plan for the PSC Development Area includes a capital improvement that will be undertaken or has been undertaken in the tax area for a facility that is used by a professional sports franchise for practice or competitive sporting events (which also includes a capital improvement that will be undertaken or has been undertaken in the tax area for a facility that is used for any purpose specified by Ind. Code §36-7-31.3-8(a)(2). As described above, the Event Center will be host to the Indy Fuel who has entered into a long-term license agreement with the City to host its regular season home games and home playoff games in the Event Center.

The capital improvement that will be undertaken (or that has been undertaken) in the PSC Development Area will benefit the public health and welfare and will be of public utility and benefit. As described above, the Event Center is the cornerstone to a rapidly growing entertainment district that includes restaurants, retail, mixed-use development, and hotels all within a walkable area. The Event Center itself will be a source of cultural enrichment and entertainment in the community which will increase the overall quality of life in Fishers. In addition, the general welfare of the citizens of the City is inextricably related to the economic opportunities available to them. The project will accommodate additional business activity within the PSC Development Area and surrounding territory, thus attracting new business

enterprises and promoting significant employment opportunities for residents of the City. Finally, the Event Center will be made available for various community events such as graduation and high school athletics.

The capital improvement that will be undertaken (or that has been undertaken) in the PSC Development Area will protect or increase state and local tax bases and tax revenues. As further described herein, the Event Center will have a significant economic impact on Fishers and the State of Indiana. The Commons, Union, and the Event Center are expected to generate a total of \$555M in investment for the City, which will create over \$130M of new assessed value to Fishers. The synergies with nearby developments and experiential destinations will allow the Event Center to amplify tax revenue generated in and around the tax area.

Amendment of Plan

This Plan may be amended by following the procedures described in Section 17.5 of the Redevelopment Act and Section 8 of the Professional Sports Development Act.

Appendix A

[*The Facilities*]



PSC Development Area - The Facilities												
Facility Name	Deeded Owner	Address	City	Acres	Use	Tax District	Township	Zoning	Land AV	Improvement AV	Total Gross AV	Construction Cost
Best Western	Lights Out Developments LLC	9790 North By Northeast Blvd	Fishers	3.07	Hotels	Fishers	Delaware	C3	\$ 1,381,500.00	\$ 2,981,500.00	\$ 4,363,000.00	
Comfort Inn & Suites	Champion Fishers LLC	9780 North By Northeast Blvd	Fishers	2.97	Hotels	Fishers	Delaware	C3	\$ 1,298,000.00	\$ 179,000.00	\$ 1,477,000.00	
Courtyard	Stations Hotel Partners LLC	11550 Whistle Dr	Fishers	2.12	Hotels	Fishers	Delaware	PUD-M	\$ 1,272,000.00	\$ 7,856,600.00	\$ 9,128,600.00	
Fairfield Inn & Suites	Crosspoint Blvd Hotel Partners LLC	10495 Crosspoint Blvd	Indianapolis	2.45	Hotels	Fishers	Delaware	PUD-C	\$ 1,195,000.00	\$ 2,508,200.00	\$ 3,703,200.00	
Hampton Inn & Suites	J Enterprises Inn of Fishers LLC	11575 Commercial Dr	Fishers	2.54	Hotels	Fishers	Delaware	NPC-HC	\$ 1,270,000.00	\$ 2,751,300.00	\$ 4,021,300.00	
Hilton Garden Inn	Hamilton Hotel Partners LLC	9785 North By Northeast Blvd	Fishers	4.15	Hotels	Fishers	Delaware	C3	\$ 1,678,500.00	\$ 4,768,000.00	\$ 6,446,500.00	
Holiday Inn Express	Hotel Fishers LP	9791 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 3,131,800.00	\$ 4,283,800.00	
Home 2 Suites	Fishers 96 Hotel LLC	9701 North By Northeast Blvd	Fishers	1.65	Hotels	Fishers	Delaware	C3	\$ 742,500.00	\$ 4,681,300.00	\$ 5,423,800.00	
Hyatt Place	Springdale Hotel Partners LLC	11455 Ikea Way	Fishers	3.96	Hotels	Fishers	Delaware	PUD-M	\$ 2,376,000.00	\$ 10,974,600.00	\$ 13,350,600.00	
*Nickel Plate Hotel	Nickel Plate Hotel Partners LLC	8651 E 116th St	Fishers	0.54	Hotels	Fishers	Delaware	NPC-DC				\$ 30,000,000.00
Quality Suites	Motels Of Fishers LLP	9760 Cross Point Cmn	Indianapolis	1.56	Hotels	Fishers	Delaware	PUD-C	\$ 780,000.00	\$ 998,400.00	\$ 1,778,400.00	
Residence Inn	Fisher Hotel LLC	9765 Crosspoint Blvd	Indianapolis	2.25	Hotels	Fishers	Delaware	PUD-C	\$ 1,125,000.00	\$ 2,615,500.00	\$ 3,740,500.00	
Springhill Suites	Apple Nine Hospitality Ownership Inc	9698 Hague Rd	Indianapolis	2.62	Hotels	Fishers	Delaware	PUD-C	\$ 1,310,000.00	\$ 5,087,600.00	\$ 6,397,600.00	
Staybridge Suites	Crosspoint Hotel LLC	9780 Crosspoint Blvd	Indianapolis	3.43	Hotels	Fishers	Delaware	PUD-C	\$ 1,715,000.00	\$ 5,366,500.00	\$ 7,081,500.00	
Studio 6	8250 Fishers Inc	8250 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 727,200.00	\$ 1,879,200.00	
**Fishers Event Center	The City of Fishers	11000 Stockdale St	Fishers	3.82	Entertainment	Fishers	Delaware	PUD-M				\$ 170,000,000.00
Total									\$ 18,447,500.00	\$ 54,627,500.00	\$ 73,075,000.00	
*Anticipated Completion in 2024; **Anticipated Completion in 2025												

Exhibit B
[The Approving Order]

RESOLUTION NO. PCR 080223A

**A RESOLUTION OF THE CITY OF FISHERS PLAN COMMISSION, APPROVING A
RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
DESIGNATING AND DECLARING A CERTAIN AREA AS A PROFESSIONAL
SPORTS & CONVENTION DEVELOPMENT AREA**

WHEREAS, the City of Fishers Plan Commission (the “Plan Commission”) is the body charged with the duty of developing a general plan of development for the City of Fishers, Indiana (the “City”);

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), the governing body of the City of Fishers Department of Redevelopment (the “Department”) and the City of Fishers Redevelopment District, pursuant to Ind. Code §36-7-14, as amended from time to time (the “Redevelopment Act”), on July 13, 2023, approved and adopted its Resolution entitled “A Resolution of the City of Fishers Redevelopment Commission Designating and Declaring a Certain Area as a Professional Sports & Convention Development Area, Approving a Plan for Said Area, and Related Matters Thereto” (the “Declaratory Resolution”);

WHEREAS, the Declaratory Resolution designated an area known as the Fishers Professional Sports & Convention Development Area (the “PSC Development Area”) as a Tax Area (as defined by Ind. Code §36-7-31.3 *et. seq.*, the “Professional Sports Development Act”), designated certain facilities on certain facility sites within the PSC Development Area, allocated certain Covered Taxes attributable to a taxable event or Covered Taxes earned in the PSC Development Area, and approved the Plan (as defined in the Declaratory Resolution) as the plan for such area;

WHEREAS, the City may establish a Tax Area by resolution before January 1, 2024, pursuant to the procedures set forth in Ind. Code §36-7-31.3-9 and in accordance with the Professional Sports Development Act;

WHEREAS, in accordance with the Professional Sports Development Act, the Tax Area is a special taxing district authorized by the general assembly to enable the designating body to provide special benefits to taxpayers in the Tax Area by promoting economic development that is of public use and benefit;

WHEREAS, Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under the Redevelopment Act;

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution (which includes the Plan) to the Plan Commission for approval pursuant to the provisions of the Redevelopment Act;

WHEREAS, the Plan Commission has reviewed the Declaratory Resolution and the Plan and has determined that they conform to the plan of development for the City, and now desires to

approve the Declaratory Resolution and the Plan and, pursuant to Section 16 of the Redevelopment Act, the Plan Commission desires to issue its written order approving the Declaratory Resolution and the Plan; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Professional Sports Development Act or Redevelopment Act, as applicable.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Plan Commission as follows:

1. Pursuant to Section 16 of the Redevelopment Act, the Plan Commission hereby finds and determines that the Declaratory Resolution and the Plan conform to the plan of the development of the City.

2. The Declaratory Resolution and the Plan are in all respects approved.

3. This Resolution shall constitute the Plan Commission's written order approving the Declaratory Resolution and the Plan pursuant to Section 16 of the Redevelopment Act.

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

5. This Resolution shall be in full force and effect after its adoption by the Plan Commission.

PASSED, ISSUED AND APPROVED at a meeting of the City of Fishers Plan Commission, held on this 2nd day of August, 2023.

PLAN COMMISSION
OF THE CITY OF FISHERS, INDIANA



Presiding Officer

ATTEST:



Secretary

This instrument prepared by: Christopher P. Greisl, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, IN 46204

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

RESOLUTION No.: R082123F

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA CONCERNING THE DESIGNATION OF A
PROFESSIONAL SPORTS & CONVENTION DEVELOPMENT AREA**

WHEREAS, in accordance with Ind. Code §36-7-31.3 *et. seq.*, (the “Professional Sports Development Act”), the City of Fishers, Hamilton County, Indiana (the “City”) may establish a Tax Area by resolution before January 1, 2024, in accordance with the Professional Sports Development Act;

WHEREAS, in accordance with the Professional Sports Development Act, the Tax Area is a special taxing district authorized by the general assembly to enable the designating body to provide special benefits to taxpayers in the Tax Area by promoting economic development that is of public use and benefit;

WHEREAS, Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under Ind. Code §36-7-14, as amended (the “Redevelopment Act”);

WHEREAS, on July 13, 2023, the City of Fishers Redevelopment Commission (the “Commission”), governing body of the City of Fishers Department of Redevelopment (the “Department”) and the City of Fishers Redevelopment District, approved and adopted its resolution entitled “A Resolution of the City of Fishers Redevelopment Commission Designating and Declaring a Certain Area as a Professional Sports & Convention Development Area, Approving a Plan for Said Area, and Related Matters Thereto” (the “Declaratory Resolution”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Declaratory Resolution designated and declared a certain area as the Fishers Professional Sports & Convention Development Area (the “PSC Development Area”) as a Tax Area, designated certain facilities on certain facility sites within the PSC Development Area, allocated certain Covered Taxes attributable to certain taxable events or Covered Taxes earned in the PSC Development Area, and approved the Plan (as defined in the Declaratory Resolution) as the plan for such area;

WHEREAS, on August 2, 2023, the Fishers Plan Commission (the “Plan Commission”) approved and adopted a resolution (the “Approving Order”), which is attached hereto and incorporated herein as Exhibit B, approving the Declaratory Resolution and Plan, and determining that the Declaratory Resolution and Plan conform to the plan of development for the City, and submitted the Approving Order to the Common Council of the City (the “City Council”);

WHEREAS, pursuant to Sections 16 and 41 of the Redevelopment Act, the City Council is required to approve the Declaratory Resolution and Approving Order before the Commission may proceed with the designation of such area;

WHEREAS, the City Council has reviewed the Declaratory Resolution and supporting Plan, and now desires to approve said Declaratory Resolution and supporting Plan, all as further described herein; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Professional Sports Development Act or Redevelopment Act, as applicable.

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

Section 1. The City Council hereby approves all findings, determinations, designations, and approving and adopting actions contained in the Declaratory Resolution and Plan, which are attached hereto and incorporated herein as Exhibit A.

Section 2. The Declaratory Resolution and Plan are hereby in all respects approved.

Section 3. The City Council hereby approves all findings, determinations, designations, and approving and adopting actions contained in the Approving Order, which is attached hereto and incorporated herein as Exhibit B.

Section 4. The Approving Order is hereby in all respects approved.

Section 5. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the Common Council for the City of Fishers, meeting this 21st day of August, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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: Christopher P. Greisl, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

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

Exhibit B
[The Event Center]

Development Site Plan



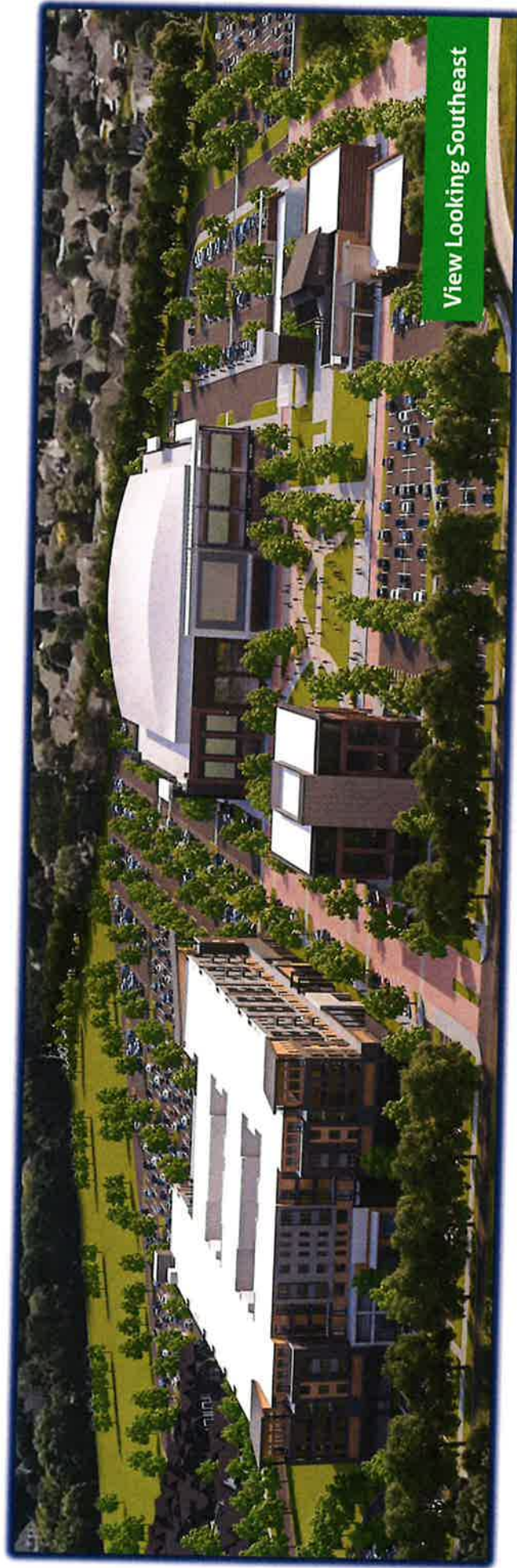
Development Site Plan (Continued)



Development Aerial



Event Center Aerial



Event Center Exterior Renderings



Event Center Interior Renderings



4a. The Next Phase of Fishers District—Interior Renderings

Exhibit C
[The Facilities]

In accordance with Ind. Code §36-7-31.3-8, the City of Fishers hereby designates the following facilities as comprising a PSC Development Area:

PSC Development Area - The Facilities												
Facility Name	Deeded Owner	Address	City	Acres	Use	Tax District	Township	Zoning	Land AV	Improvement AV	Total Gross AV	Construction Cost
Best Western	Lights Out Developments LLC	9790 North By Northeast Blvd	Fishers	3.07	Hotels	Fishers	Delaware	C3	\$ 1,381,500.00	\$ 2,991,500.00	\$ 4,363,000.00	
Comfort Inn & Suites	Champion Fishers LLC	9780 North By Northeast Blvd	Fishers	2.97	Hotels	Fishers	Delaware	C3	\$ 1,298,000.00	\$ 1,790,000.00	\$ 3,088,000.00	
Courtyard	Stations Hotel Partners LLC	11550 Whistle Dr	Fishers	2.12	Hotels	Fishers	Delaware	PUD-M	\$ 1,272,000.00	\$ 7,856,600.00	\$ 9,128,600.00	
Fairfield Inn & Suites	Crosspoint Blvd Hotel Partners LLC	10495 Crosspoint Blvd	Indianapolis	2.45	Hotels	Fishers	Delaware	PUD-C	\$ 1,195,000.00	\$ 2,508,200.00	\$ 3,703,200.00	
Hampton Inn & Suites	J Enterprises Inn of Fishers LLC	11575 Commercial Dr	Fishers	2.54	Hotels	Fishers	Delaware	NPC-HC	\$ 1,270,000.00	\$ 2,751,300.00	\$ 4,021,300.00	
Hilton Garden Inn	Hamilton Hotel Partners LLC	9785 North By Northeast Blvd	Fishers	4.15	Hotels	Fishers	Delaware	C3	\$ 1,678,500.00	\$ 4,768,000.00	\$ 6,446,500.00	
Holiday Inn Express	Hotel Fishers LP	9791 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 3,131,800.00	\$ 4,283,800.00	
Home 2 Suites	Fishers 96 Hotel LLC	9701 North By Northeast Blvd	Fishers	1.65	Hotels	Fishers	Delaware	C3	\$ 742,500.00	\$ 4,681,300.00	\$ 5,423,800.00	
Hwy 66 Place	Springdale Hotel Partners LLC	11455 Ikea Way	Fishers	3.96	Hotels	Fishers	Delaware	PUD-M	\$ 2,375,000.00	\$ 10,974,600.00	\$ 13,350,600.00	
Nickel Plate Hotel	Nickel Plate Hotel Partners LLC	8651 E 116th St	Fishers	0.54	Hotels	Fishers	Delaware	NPC-DC			\$ 30,000,000.00	
Quality Suites	Motels Of Fishers LLP	9760 Cross Point Cmn	Indianapolis	1.56	Hotels	Fishers	Delaware	PUD-C	\$ 780,000.00	\$ 998,400.00	\$ 1,778,400.00	
Residence Inn	Fisher Hotel LLC	9765 Crosspoint Blvd	Indianapolis	2.25	Hotels	Fishers	Delaware	PUD-C	\$ 1,125,000.00	\$ 2,615,500.00	\$ 3,740,500.00	
Springhill Suites	Apple Nine Hospitality Ownership Inc	9698 Hague Rd	Indianapolis	2.82	Hotels	Fishers	Delaware	PUD-C	\$ 1,310,000.00	\$ 5,087,600.00	\$ 6,397,600.00	
Staybridge Suites	Crosspoint Hotel LLC	9780 Crosspoint Blvd	Indianapolis	3.43	Hotels	Fishers	Delaware	PUD-C	\$ 1,715,000.00	\$ 5,966,500.00	\$ 7,681,500.00	
Studio 6	8250 Fishers Inc	8250 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 727,200.00	\$ 1,879,200.00	
**Fishers Event Center	The City of Fishers	11000 Stockdale St	Fishers	3.82	Entertainment	Fishers	Delaware	PUD-M			\$	
Total									\$ 18,447,500.00	\$ 54,627,500.00	\$ 73,075,000.00	\$ 170,000,000.00
*Anticipated Completion in 2024; **Anticipated Completion in 2025												

CITY OF FISHERS REDEVELOPMENT COMMISSION

ECONOMIC DEVELOPMENT PLAN FOR THE FISHERS PROFESSIONAL SPORTS & CONVENTION DEVELOPMENT AREA

I. Purpose and Introduction

The City of Fishers Redevelopment Commission (the "Redevelopment Commission") proposes to designate and declare a certain area within the City of Fishers, Indiana (the "City") as the Fishers Professional Sports & Convention Development Area (the "PSC Development Area") as a Tax Area (as defined by Ind. Code §36-7-31.3 *et. seq.*, the "Professional Sports Development Act"). This is the plan for the PSC Development Area (the "Plan"). This Plan may be amended as provided in the Plan and Ind. Code §36-7-14, as amended from time to time (the "Redevelopment Act").

Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under the Redevelopment Act. Pursuant to Sections 15 and 16 of the Redevelopment Act, the Plan must be approved by the Redevelopment Commission, the City of Fishers Plan Commission, and the City of Fishers Common Council. Upon such approvals, the Redevelopment Commission will hold a public hearing on the Plan as required under Section 17 of the Redevelopment Act, before confirming (or modifying and confirming) the designation of the PSC Development Area and the approval of the Plan.

A. Project Objectives

The purpose of the Plan is to promote economic development that is of public use and benefit to the City through the development of a facility that is owned by the City and used by a professional sports franchise to play a majority of its home games in the facility (the "Event Center"). The Plan will focus on utilizing the tools permitted by the Professional Sports Development Act, which include the ability to allocate certain Covered Taxes on designated Facilities within the PSC Development Area (as further defined herein), to construct and equip the Event Center, which will benefit the public health and welfare of the City, be of public utility and benefit, and protect and increase state and local tax bases and tax revenues.

The Plan will allocate resources to accomplish the goals established herein, and the City's Comprehensive Plan.

II. The Fishers Event Center

The City broke ground on its \$170M, mid-sized, world-class Event Center in April, 2023, in order to open the facility for operations in December, 2024. The Event Center is approximately 200,000 SF located on 53-acres that expands on the recently developed 18-acre "Fishers District", home to a variety of restaurant, retail, and entertainment options. The City recently announced a \$550 million expansion of the Fishers District, which includes new retail, restaurant, entertainment, and residential options within a walkable and vibrant community setting. The

expanded Fishers District will be anchored by the Event Center that will host sporting, theatrical, and entertainment events.

The Event Center will hold a variety of events, to include the ECHL's (formerly known as the East Coast Hockey League) Indy Fuel (a professional sports franchise) as the anchor tenant, playing all regular season home games and playoff games in this facility. The Indy Fuel has entered into a 20-year license agreement with the City to host all home games and home playoff games at the Event Center (which initial term runs through September 1, 2044). When in "hockey mode", the Event Center will have 5,360 general admission seats, 697 club seats (center-ice lounge, stage-view club, and loge club), 410 suite seats (23 total suites), 500 standing room only seats, and 30 seats for media for a total capacity of 6,997. When in "concert mode", the Event Center will have 5,746 general admission seats, 697 club suites, 330 suite seats (21 total suites), 500 standing room only seats, and 10 media seats for a total capacity of 7,283.

The Event Center is projected to host 125 events in its first year of operation, and will ultimately host 135 events per year. In addition to all Indy Fuel Home games (36 regular season home games), the Event Center will hold a variety of top tier musical acts/concerts, a variety of other entertainment options (ex: Disney on Ice, cirque du soleil, comedy shows, etc.), and other athletic events (NCAA and/or a variety of professional sports). Additionally, the Event Center will proudly host community events such as high school graduations and high school athletics.

A. The Estimated Cost of the Event Center

The City has committed significant resources toward completion of the Event Center. On or around January 11, 2023, the City entered into a certain public-private agreement with Hunt Construction Group, Inc., to develop and construct the Event Center and certain related master improvements, which, subject to the terms of the agreement, shall be delivered to the City within a guaranteed maximum price of One Hundred Seventy Million and no/100 Dollars (\$170,000,000).¹ Construction of the Event Center commenced in April, 2023, and is scheduled to be completed on or around December, 2024. At the present time, the City has completed bidding on the final outstanding 25% of the project.

The City is actively engaged in structuring permanent financing for the Event Center. In December, 2022, Raymond James Bank acquired the City's \$90 million Lease Rental Revenue Bond Anticipation Note (the "BAN"). The proceeds of the BAN have allowed the City to begin development and construction on the project and the City is working with Raymond James Reinvestment Strategies Group to appropriately invest funds to be used for construction and capitalized interest costs. The BAN will mature on December 31, 2023, and the City is preparing a timetable for permanent financing with a careful eye on evolving market conditions. The Federal Open Market Committee "FOMC" has recently announced it will maintain a target range for benchmark interest rates at 5.00% to 5.25% but that additional rate hikes in the 2023 calendar year are expected. The City hopes to secure financing in a manner that avoids interest rate increases

¹ The maximum project cost (including various soft costs and other development costs) is approximately \$177.5M.

where possible and which takes advantage of the current lack of supply in the municipal bond market.

III. The PSC Development Area

The PSC Development Area is comprised of fifteen (15) hotels and the Event Center (collectively, the “Facilities”).² The hotels are geographically located in areas that will directly benefit the most from the operations of the Event Center. The total gross assessed value for the Facilities is approximately Seventy-Three Million and no/100 Dollars (\$73,000,000).³

The PSC Development Area consist of approximately 42.25 acres of non-contiguous land, with the majority of the land having a commercial or planned unit development zoning designation. Specifically, the Event Center has received all zoning approvals from the applicable City bodies, and this Plan does not purport to change the underlying zoning. While the PSC Development Area is defined by the specific Facilities, the area is generally bounded by 96th Street to the South, 126th Street to the North, Allisonville Road to the West, and Cumberland road to the East, in Fishers, Indiana.⁴

IV. The Event Center is Economically Sound and Will Protect and Increase State and Local Tax Revenues.

The Event Center is economically sound and the allocation of Covered Taxes will further strengthen the City’s position. Annual debt service on the Event Center is estimated to be \$10.4M.⁵ The maximum amount of Covered Taxes that may be captured in the PSC Development Area is Two Million Dollars (\$2,000,000) per year, and such tax shall be transferred to the City to be used for constructing or equipping the Event Center.⁶ Based upon information provided by the Indiana Department of Revenue, the City anticipates capturing the maximum amount of Covered Taxes for each year of the allocation, which expires on June 30, 2044.⁷

On or around October 10, 2022, the City Council adopted a food and beverage tax, which is estimated to generate \$3M/year. The City will pledge all food and beverage tax revenue to fund debt service of the Event Center. Moreover, the City anticipates pledging \$1.5M from a payment-in-lieu-of-taxes from its sewer utility, \$2.5M from its cumulative capital development fund (this can increase, if necessary), and \$1.5M in Event Center revenue. Additionally, it’s important to note that if needed, the City has secondary sources of revenue that it can pledge to debt service.

The Event Center will have a significant economic impact on Fishers and the State of Indiana. The economic impact of the Event Center will protect and increase State and local tax

² The Facilities are further described and depicted in Appendix A, which is attached hereto and made part of the Plan by reference.

³ This does not include the Nickel Plate Hotel and the Event Center (both of which are under construction), whose combined construction cost equals \$200M.

⁴ See Appendix A.

⁵ The City anticipates paying \$4M in 2024, \$8.8M in 2025, and \$10.4M from 2026-2063.

⁶ “Covered Taxes” are defined by Ind. Code §§ 36-7-31.3-4 and 36-7-31.3-10.

⁷ On June 23, 2023, the Department of Revenue reported that the sales tax for fourteen of the designated Facilities (the Nickel Plate Hotel and Event Center are being constructed) for the time period of June 1, 2022 – May 31, 2023 was approximately \$2,370,000, and the income tax for these designated Facilities was approximately \$110,000.

revenues. Current estimates suggest that the Event Center will generate approximately \$1.5M annually in state tax revenue from its own operations. Moreover, the Event Center will exponentially benefit the City's booming entertainment district, which includes 18 acres of restaurants, retail, commercial development, and hotels. The recently expanded district contains 250 luxury apartments, 60,000 square feet of eateries and retail, 150 hotel rooms, and a 60,000-square-foot office building, in a development known as "the Union". An additional, adjacent development (the "Commons") will also include another 250 multi-family units, 50,000 square foot office building, and room for four (4) additional commercial pads, including "Chicken N Pickle". The pickleball-focused entertainment facility announced plans in 2023 to locate in the expanded Fishers District. Among other offerings, the facility will include several dining areas and bars with indoor and outdoor pickleball courts. Chicken N Pickle projects 700,000 visitors annually and creating 150 jobs. The Commons and Union developments are both anchored by the Event Center. The Commons, Union, and the Event Center are expected to generate a total of \$555M in investment for the City. This investment will create over \$130M of new assessed value to Fishers, which equates to nearly \$500,000 in revenue to Hamilton Southeastern School Corporation (or the equivalent of approximately 5 teacher salaries). With experiential destinations such as IKEA, TopGolf, Chicken N Pickle, and the Event Center, downtown Fishers is turning into a multi-day destination for out of town guests. The synergies with nearby developments and experiential destinations will allow the Event Center to amplify tax revenue generated in and around the PSC Development Area.

Statutory Findings

The Plan for the PSC Development Area meets the following required findings under Section 9 of the Professional Sports Development Act:

The Plan for the PSC Development Area includes a capital improvement that will be undertaken or has been undertaken in the tax area for a facility that is used by a professional sports franchise for practice or competitive sporting events (which also includes a capital improvement that will be undertaken or has been undertaken in the tax area for a facility that is used for any purpose specified by Ind. Code §36-7-31.3-8(a)(2). As described above, the Event Center will be host to the Indy Fuel who has entered into a long-term license agreement with the City to host its regular season home games and home playoff games in the Event Center.

The capital improvement that will be undertaken (or that has been undertaken) in the PSC Development Area will benefit the public health and welfare and will be of public utility and benefit. As described above, the Event Center is the cornerstone to a rapidly growing entertainment district that includes restaurants, retail, mixed-use development, and hotels all within a walkable area. The Event Center itself will be a source of cultural enrichment and entertainment in the community which will increase the overall quality of life in Fishers. In addition, the general welfare of the citizens of the City is inextricably related to the economic opportunities available to them. The project will accommodate additional business activity within the PSC Development Area and surrounding territory, thus attracting new business

enterprises and promoting significant employment opportunities for residents of the City. Finally, the Event Center will be made available for various community events such as graduation and high school athletics.

The capital improvement that will be undertaken (or that has been undertaken) in the PSC Development Area will protect or increase state and local tax bases and tax revenues. As further described herein, the Event Center will have a significant economic impact on Fishers and the State of Indiana. The Commons, Union, and the Event Center are expected to generate a total of \$555M in investment for the City, which will create over \$130M of new assessed value to Fishers. The synergies with nearby developments and experiential destinations will allow the Event Center to amplify tax revenue generated in and around the tax area.

Amendment of Plan

This Plan may be amended by following the procedures described in Section 17.5 of the Redevelopment Act and Section 8 of the Professional Sports Development Act.

Appendix A

[The Facilities]



PSC Development Area - The Facilities												
Facility Name	Deeded Owner	Address	City	Acres	Use	Tax District	Township	Zoning	Land AV	Improvement AV	Total Gross AV	Construction Cost
Best Western	Lights Out Developments LLC	9790 North By Northeast Blvd	Fishers	3.07	Hotels	Fishers	Delaware	C3	\$ 1,381,500.00	\$ 2,981,500.00	\$ 4,363,000.00	
Comfort Inn & Suites	Champion Fishers LLC	9780 North By Northeast Blvd	Fishers	2.97	Hotels	Fishers	Delaware	C3	\$ 1,298,000.00	\$ 179,000.00	\$ 1,477,000.00	
Courtyard	Stations Hotel Partners LLC	11550 Whistle Dr	Fishers	2.12	Hotels	Fishers	Delaware	PUD-M	\$ 1,272,000.00	\$ 7,856,600.00	\$ 9,128,600.00	
Fairfield Inn & Suites	Crosspoint Blvd Hotel Partners LLC	10495 Crosspoint Blvd	Indianapolis	2.45	Hotels	Fishers	Delaware	PUD-C	\$ 1,195,000.00	\$ 2,508,200.00	\$ 3,703,200.00	
Hampton Inn & Suites	J Enterprises Inn of Fishers LLC	11575 Commercial Dr	Fishers	2.54	Hotels	Fishers	Delaware	NPC-HC	\$ 1,270,000.00	\$ 2,751,300.00	\$ 4,021,300.00	
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Holiday Inn Express	Hotel Fishers LP	9791 North By Northeast Blvd	Fishers	2.56	Hotels	Fishers	Delaware	C3	\$ 1,152,000.00	\$ 3,131,800.00	\$ 4,283,800.00	
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Hyatt Place	Springdale Hotel Partners LLC	11455 Ikea Way	Fishers	3.96	Hotels	Fishers	Delaware	PUD-M	\$ 2,376,000.00	\$ 10,974,600.00	\$ 13,350,600.00	
*Nickel Plate Hotel	Nickel Plate Hotel Partners LLC	8651 E 116th St	Fishers	0.54	Hotels	Fishers	Delaware	NPC-DC				\$ 30,000,000.00
Quality Suites	Motels Of Fishers LLP	9760 Cross Point Cmn	Indianapolis	1.56	Hotels	Fishers	Delaware	PUD-C	\$ 780,000.00	\$ 998,400.00	\$ 1,778,400.00	
Residence Inn	Fisher Hotel LLC	9765 Crosspoint Blvd	Indianapolis	2.25	Hotels	Fishers	Delaware	PUD-C	\$ 1,125,000.00	\$ 2,615,500.00	\$ 3,740,500.00	
Springhill Suites	Apple Nine Hospitality Ownership Inc	9698 Hague Rd	Indianapolis	2.62	Hotels	Fishers	Delaware	PUD-C	\$ 1,310,000.00	\$ 5,087,600.00	\$ 6,397,600.00	
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**Fishers Event Center	The City of Fishers	11000 Stockdale St	Fishers	3.82	Entertainment	Fishers	Delaware	PUD-M				\$ 170,000,000.00
Total									\$ 18,447,500.00	\$ 54,627,500.00	\$ 73,075,000.00	
*Anticipated Completion in 2024; **Anticipated Completion in 2025												

Exhibit B
[The Approving Order]

RESOLUTION NO. PCR 080223A

**A RESOLUTION OF THE CITY OF FISHERS PLAN COMMISSION, APPROVING A
RESOLUTION OF THE CITY OF FISHERS REDEVELOPMENT COMMISSION
DESIGNATING AND DECLARING A CERTAIN AREA AS A PROFESSIONAL
SPORTS & CONVENTION DEVELOPMENT AREA**

WHEREAS, the City of Fishers Plan Commission (the “Plan Commission”) is the body charged with the duty of developing a general plan of development for the City of Fishers, Indiana (the “City”);

WHEREAS, the City of Fishers Redevelopment Commission (the “Redevelopment Commission”), the governing body of the City of Fishers Department of Redevelopment (the “Department”) and the City of Fishers Redevelopment District, pursuant to Ind. Code §36-7-14, as amended from time to time (the “Redevelopment Act”), on July 13, 2023, approved and adopted its Resolution entitled “A Resolution of the City of Fishers Redevelopment Commission Designating and Declaring a Certain Area as a Professional Sports & Convention Development Area, Approving a Plan for Said Area, and Related Matters Thereto” (the “Declaratory Resolution”);

WHEREAS, the Declaratory Resolution designated an area known as the Fishers Professional Sports & Convention Development Area (the “PSC Development Area”) as a Tax Area (as defined by Ind. Code §36-7-31.3 *et. seq.*, the “Professional Sports Development Act”), designated certain facilities on certain facility sites within the PSC Development Area, allocated certain Covered Taxes attributable to a taxable event or Covered Taxes earned in the PSC Development Area, and approved the Plan (as defined in the Declaratory Resolution) as the plan for such area;

WHEREAS, the City may establish a Tax Area by resolution before January 1, 2024, pursuant to the procedures set forth in Ind. Code §36-7-31.3-9 and in accordance with the Professional Sports Development Act;

WHEREAS, in accordance with the Professional Sports Development Act, the Tax Area is a special taxing district authorized by the general assembly to enable the designating body to provide special benefits to taxpayers in the Tax Area by promoting economic development that is of public use and benefit;

WHEREAS, Section 9 of the Professional Sports Development Act provides that a Tax Area may be initially established by resolution in accordance with the Professional Sports Development Act and the procedures set forth for the establishment of an economic development area under the Redevelopment Act;

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution (which includes the Plan) to the Plan Commission for approval pursuant to the provisions of the Redevelopment Act;

WHEREAS, the Plan Commission has reviewed the Declaratory Resolution and the Plan and has determined that they conform to the plan of development for the City, and now desires to

approve the Declaratory Resolution and the Plan and, pursuant to Section 16 of the Redevelopment Act, the Plan Commission desires to issue its written order approving the Declaratory Resolution and the Plan; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Professional Sports Development Act or Redevelopment Act, as applicable.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Plan Commission as follows:

1. Pursuant to Section 16 of the Redevelopment Act, the Plan Commission hereby finds and determines that the Declaratory Resolution and the Plan conform to the plan of the development of the City.

2. The Declaratory Resolution and the Plan are in all respects approved.

3. This Resolution shall constitute the Plan Commission's written order approving the Declaratory Resolution and the Plan pursuant to Section 16 of the Redevelopment Act.

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

5. This Resolution shall be in full force and effect after its adoption by the Plan Commission.

PASSED, ISSUED AND APPROVED at a meeting of the City of Fishers Plan Commission, held on this 2nd day of August, 2023.

PLAN COMMISSION
OF THE CITY OF FISHERS, INDIANA



Presiding Officer

ATTEST:



Secretary

This instrument prepared by: Christopher P. Greisl, Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, IN 46204

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



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	A RESOLUTION OF THE COMMON COUNCIL FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AWARDING THE 2023 NON-PROFIT GRANTS			
SUBMITTED BY	Name & Title: Lindsey Bennett, City Attorney 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 #: R082123G	
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: Lindsey Bennett											
BACKGROUND (Includes description, background, and justification)	The Common Council ("Council") for the City of Fishers, Hamilton County, Indiana ("City") generally provides grant funding to non-profit entities ("Non-Profit Funds"), as specifically allocated and appropriated through the adoption of the municipal budget. Fishers, by and through its Non-Profit Committee, administered the 2023 Non-Profit Grant (the "Grants"), whereby it solicited applications and made recommendations to contribute funds to certain organizations which create a sense of place, public interaction and/or educational opportunities for our residents. On or around August 1, 2023, the Non-Profit Committee recommended the following organizations be awarded the Grants: (i) Hamilton County Youth Assistance Program, (ii) Youth Mentoring Initiative, (iii) Janus Development Services, (iv) Conner Prairie Museum, and (v) Prevail, (vi) Cherish Child Advocacy Center, (vii) Outside the Box, (viii) Shepherd's Center of Hamilton County, and (ix) Recovery Café Hamilton County. On or around October 10, 2022, the Common Council for the City of Fishers, Hamilton County, Indiana ("Council") approved the 2023 budget, which among other items, includes funding for the Grants. The Council now desires to approve the Committee Recommendation.											
	<table border="1"> <tr> <td>Budgeted \$:</td> <td>N/A</td> </tr> <tr> <td>Expenditure \$:</td> <td>N/A</td> </tr> <tr> <td>Source of Funds:</td> <td>N/A</td> </tr> <tr> <td>Additional Appropriation #:</td> <td>N/A</td> </tr> <tr> <td>Narrative:</td> <td>N/A</td> </tr> </table>		Budgeted \$:	N/A	Expenditure \$:	N/A	Source of Funds:	N/A	Additional Appropriation #:	N/A	Narrative:	N/A
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Narrative:	N/A											
<table border="1"> <tr> <td rowspan="4"> OPTIONS (Includes Deny Approval Option) </td> <td>1.</td> <td>Approve Resolution</td> </tr> <tr> <td>2.</td> <td>Provide Alternative Direction</td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </table>		OPTIONS (Includes Deny Approval Option)	1.	Approve Resolution	2.	Provide Alternative Direction	3.		4.			
OPTIONS (Includes Deny Approval Option)	1.		Approve Resolution									
	2.		Provide Alternative Direction									
	3.											
	4.											
PROJECT TIMELINE												
STAFF RECOMMENDATION												
Staff recommends approving the Agreement.												

(Board reserves the right to accept or deny recommendations)	
SUPPLEMENTAL INFORMATION (List all attached documents)	a) Hamilton County Youth Assistance Program - \$40,000 b) Youth Mentoring Initiative - \$50,000 c) Janus Development Services - \$10,000 d) Conner Prairie Museum - \$80,000 e) Prevail - \$15,000 f) Shepherd's Center of Hamilton County - \$10,000 g) Outside the Box - \$15,000 h) Cherish Child Advocacy Center - \$20,000 i) Recovery Café Hamilton County - \$10,000

Exhibit A

Applicant	Awarded
Hamilton County Youth Assistance Program	\$40,000.00
Youth Mentoring Initiative	\$50,000.00
Janus Development Services	\$10,000.00
Conner Prairie Museum	\$80,000.00
Prevail	\$15,000.00
Shepherd's Center of Hamilton County	\$10,000.00
Outside the Box	\$15,000.00
Cherish Child Advocacy Center	\$20,000.00
Recovery Café Hamilton County	\$10,000.00

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT
BETWEEN CITY OF FISHERS AND YOUTH MENTORING INITIATIVE**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and YOUTH MENTORING INITIATIVE, (“YOUTH MENTORING INITIATIVE”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, YOUTH MENTORING INITIATIVE is dedicated providing specialized mentor programs for students that encourage the development of personal values. (“Purpose”);

WHEREAS, YOUTH MENTORING INITIATIVE has applied for certain funds to be contributed by Fishers in furtherance of YOUTH MENTORING INITIATIVE’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifty Thousand Dollars (\$50,000) to support YOUTH MENTORING INITIATIVE’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of YOUTH MENTORING INITIATIVE’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. YOUTH MENTORING INITIATIVE’S COMMITMENTS

In consideration for receiving the Contribution, YOUTH MENTORING INITIATIVE hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** YOUTH MENTORING INITIATIVE shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. YOUTH MENTORING INITIATIVE shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. YOUTH MENTORING INITIATIVE understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** YOUTH MENTORING INITIATIVE shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) YOUTH MENTORING INITIATIVE. Notwithstanding the foregoing, any City employee or City official may volunteer their time to YOUTH MENTORING INITIATIVE.

YOUTH MENTORING INITIATIVE further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. YOUTH MENTORING INITIATIVE acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: YOUTH MENTORING INITIATIVE fails to materially fulfill its commitments described herein, YOUTH MENTORING INITIATIVE agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that YOUTH MENTORING INITIATIVE is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, YOUTH MENTORING INITIATIVE shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of YOUTH MENTORING INITIATIVE's financial activities as it deems appropriate. YOUTH MENTORING INITIATIVE shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. YOUTH MENTORING INITIATIVE shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. YOUTH MENTORING INITIATIVE's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and YOUTH MENTORING INITIATIVE's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to YOUTH MENTORING INITIATIVE, under the following circumstances: (1) YOUTH MENTORING INITIATIVE fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, YOUTH MENTORING INITIATIVE proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) YOUTH MENTORING INITIATIVE fails to submit required progress reports and accompanying documentation; (4) YOUTH MENTORING INITIATIVE fails to comply with any requirement, commitment, or certification in this Agreement; (5) YOUTH MENTORING INITIATIVE fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, YOUTH MENTORING INITIATIVE shall promptly return the Contribution to Fishers. YOUTH MENTORING INITIATIVE understands and agrees that the Fishers has sole discretion as

to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

YOUTH MENTORING INITIATIVE agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by YOUTH MENTORING INITIATIVE or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

YOUTH MENTORING INITIATIVE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. YOUTH MENTORING INITIATIVE will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and YOUTH MENTORING INITIATIVE and supersedes all prior agreements, written or verbal, between Fishers and YOUTH MENTORING INITIATIVE. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or YOUTH MENTORING INITIATIVE which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any

interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of YOUTH MENTORING INITIATIVE represents and certifies that he/she is a duly authorized representative of YOUTH MENTORING INITIATIVE and fully empowered to execute and bind YOUTH MENTORING INITIATIVE to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
Three Municipal Drive
Fishers, IN 46038**

YOUTH MENTORING INITIATIVE

**YOUTH MENTORING INITIATIVE
Brittany Rayburn, Executive Director
PO Box 743
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS ("Fishers")

By: Scott Fadness, Mayor

Signature_____

YOUTH MENTORING INITIATIVE ("YOUTH MENTORING INITIATIVE")

By: _____

Its:_____

Signature_____

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT
BETWEEN CITY OF FISHERS AND JANUS DEVELOPMENTAL SERVICES INC**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and JANUS DEVELOPMENTAL SERVICES INC, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC’s Janus On The Move program provides individuals with intellectual and developmental differences the opportunity to build skills for employment, independence and advocacy (“Purpose”);

WHEREAS, JANUS DEVELOPMENTAL SERVICES INC has applied for certain funds to be contributed by Fishers in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support JANUS DEVELOPMENTAL SERVICES INC’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of JANUS DEVELOPMENTAL SERVICES INC’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. JANUS DEVELOPMENTAL SERVICES INC’S COMMITMENTS

In consideration for receiving the Contribution, JANUS DEVELOPMENTAL SERVICES INC hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** JANUS DEVELOPMENTAL SERVICES INC shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. JANUS DEVELOPMENTAL SERVICES INC shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. JANUS DEVELOPMENTAL SERVICES INC understands that it may be subject

to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** JANUS DEVELOPMENTAL SERVICES INC shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) JANUS DEVELOPMENTAL SERVICES INC. Notwithstanding the foregoing, any City employee or City official may volunteer their time to JANUS DEVELOPMENTAL SERVICES INC.

JANUS DEVELOPMENTAL SERVICES INC further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. JANUS DEVELOPMENTAL SERVICES INC acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: JANUS DEVELOPMENTAL SERVICES INC fails to materially fulfill its commitments described herein, JANUS DEVELOPMENTAL SERVICES INC agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that JANUS DEVELOPMENTAL SERVICES INC is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, JANUS DEVELOPMENTAL SERVICES INC shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of JANUS DEVELOPMENTAL SERVICES INC's financial activities as it deems appropriate. JANUS DEVELOPMENTAL SERVICES INC shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. JANUS DEVELOPMENTAL SERVICES INC shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. JANUS DEVELOPMENTAL SERVICES INC's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and JANUS DEVELOPMENTAL SERVICES INC's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to JANUS DEVELOPMENTAL SERVICES INC, under the following circumstances: (1) JANUS DEVELOPMENTAL SERVICES INC fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, JANUS DEVELOPMENTAL SERVICES INC proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) JANUS DEVELOPMENTAL SERVICES INC fails to submit required progress reports and accompanying documentation; (4) JANUS DEVELOPMENTAL SERVICES INC fails to comply with any

requirement, commitment, or certification in this Agreement; (5) JANUS DEVELOPMENTAL SERVICES INC fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, JANUS DEVELOPMENTAL SERVICES INC shall promptly return the Contribution to Fishers. JANUS DEVELOPMENTAL SERVICES INC understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

JANUS DEVELOPMENTAL SERVICES INC agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by JANUS DEVELOPMENTAL SERVICES INC or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

JANUS DEVELOPMENTAL SERVICES INC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. JANUS DEVELOPMENTAL SERVICES INC will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and JANUS DEVELOPMENTAL SERVICES INC and supersedes all prior agreements, written or verbal, between Fishers and JANUS DEVELOPMENTAL SERVICES INC. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or JANUS DEVELOPMENTAL SERVICES INC which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of JANUS DEVELOPMENTAL SERVICES INC represents and certifies that he/she is a duly authorized representative of JANUS DEVELOPMENTAL SERVICES INC and fully empowered to execute and bind JANUS DEVELOPMENTAL SERVICES INC to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
3 Municipal Drive
Fishers, IN 46038**

JANUS DEVELOPMENTAL SERVICES INC

**JANUS DEVELOPMENTAL SERVICES INC
Yolanda Kincaid, President/CEO
1555 Westfield Rd
Noblesville, IN 46062**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS ("Fishers")

By: Scott Fadness, Mayor

Signature: _____

JANUS DEVELOPMENTAL SERVICES INC

By: _____

Its: _____

Signature: _____

NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND CONNER PRAIRIE MUSEUM

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CONNER PRAIRIE MUSEUM, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CONNER PRAIRIE MUSEUM is dedicated to inspiring curiosity and fostering learning about Indiana’s past by delivering engaging, individualized, and unique experiences and providing community partnerships with free admission and memberships to Fishers families with a wide range of abilities, backgrounds, and socio-economic status (“Purpose”);

WHEREAS, CONNER PRAIRIE MUSEUM has applied for certain funds to be contributed by Fishers in furtherance of CONNER PRAIRIE MUSEUM’s Purpose;

WHEREAS, Fishers has agreed to contribute Eighty Thousand Dollars (\$80,000) to support CONNER PRAIRIE MUSEUM’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CONNER PRAIRIE MUSEUM’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. CONNER PRAIRIE MUSEUM’S COMMITMENTS

In consideration for receiving the Contribution, CONNER PRAIRIE MUSEUM hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CONNER PRAIRIE MUSEUM shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CONNER PRAIRIE MUSEUM shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CONNER PRAIRIE MUSEUM understands that it may be subject to an audit by the Indiana State Board

of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CONNER PRAIRIE MUSEUM shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CONNER PRAIRIE MUSEUM. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CONNER PRAIRIE MUSEUM.

CONNER PRAIRIE MUSEUM further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CONNER PRAIRIE MUSEUM acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: CONNER PRAIRIE MUSEUM fails to materially fulfill its commitments described herein, CONNER PRAIRIE MUSEUM agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CONNER PRAIRIE MUSEUM is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CONNER PRAIRIE MUSEUM shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of CONNER PRAIRIE MUSEUM's financial activities as it deems appropriate. CONNER PRAIRIE MUSEUM shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CONNER PRAIRIE MUSEUM shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CONNER PRAIRIE MUSEUM's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CONNER PRAIRIE MUSEUM's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to CONNER PRAIRIE MUSEUM, under the following circumstances: (1) CONNER PRAIRIE MUSEUM fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CONNER PRAIRIE MUSEUM proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CONNER PRAIRIE MUSEUM fails to submit required progress reports and accompanying documentation; (4) CONNER PRAIRIE MUSEUM fails to comply with any requirement, commitment, or certification in this Agreement; (5) CONNER PRAIRIE MUSEUM fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CONNER PRAIRIE MUSEUM shall promptly return the Contribution to Fishers. CONNER PRAIRIE MUSEUM understands and agrees

that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

CONNER PRAIRIE MUSEUM agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CONNER PRAIRIE MUSEUM or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

CONNER PRAIRIE MUSEUM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CONNER PRAIRIE MUSEUM will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and CONNER PRAIRIE MUSEUM and supersedes all prior agreements, written or verbal, between Fishers and CONNER PRAIRIE MUSEUM. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CONNER PRAIRIE MUSEUM which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives

having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CONNER PRAIRIE MUSEUM represents and certifies that he/she is a duly authorized representative of CONNER PRAIRIE MUSEUM and fully empowered to execute and bind CONNER PRAIRIE MUSEUM to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
3 Municipal Drive
Fishers, IN 46038**

CONNER PRAIRIE MUSEUM

**Conner Prairie Museum
Emily Sigler, Director of Foundations Relations
13400 Allisonville Rd
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS (“Fishers”)

By: Scott Fadness, Mayor

Signature: _____

CONNER PRAIRIE MUSEUM

By: _____

Its: _____

Signature: _____

NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND PREVAIL INC.

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and PREVAIL INC., as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, PREVAIL INC. is providing victim advocacy services for Fishers residents experiencing crime and abuse, including crisis intervention and restorative services. (“Purpose”);

WHEREAS, PREVAIL INC. has applied for certain funds to be contributed by Fishers in furtherance of PREVAIL INC.’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support PREVAIL INC.’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of PREVAIL INC.’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. PREVAIL INC.’S COMMITMENTS

In consideration for receiving the Contribution, PREVAIL INC. hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** PREVAIL INC. shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. PREVAIL INC. shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. PREVAIL INC. understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*
- b. **Conflict of Interest.** PREVAIL INC. shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) PREVAIL INC..

Notwithstanding the foregoing, any City employee or City official may volunteer their time to PREVAIL INC..

PREVAIL INC. further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. PREVAIL INC. acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: PREVAIL INC. fails to materially fulfill its commitments described herein, PREVAIL INC. agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that PREVAIL INC. is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, PREVAIL INC. shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of PREVAIL INC.'s financial activities as it deems appropriate. PREVAIL INC. shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. PREVAIL INC. shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. PREVAIL INC.'s failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and PREVAIL INC.'s fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to PREVAIL INC., under the following circumstances: (1) PREVAIL INC. fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, PREVAIL INC. proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) PREVAIL INC. fails to submit required progress reports and accompanying documentation; (4) PREVAIL INC. fails to comply with any requirement, commitment, or certification in this Agreement; (5) PREVAIL INC. fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, PREVAIL INC. shall promptly return the Contribution to Fishers. PREVAIL INC. understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

PREVAIL INC. agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any

provision of this Agreement by PREVAIL INC. or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

PREVAIL INC. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. PREVAIL INC. will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and PREVAIL INC. and supersedes all prior agreements, written or verbal, between Fishers and PREVAIL INC.. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or PREVAIL INC. which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of PREVAIL INC. represents and certifies that he/she is a duly authorized representative of PREVAIL INC. and fully empowered to execute and bind PREVAIL INC. to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
3 Municipal Drive
Fishers, IN 46038**

PREVAIL INC.

**Tami Wanninger
1100 S. 9th Street, Suite 100
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS (“Fishers”)

By: Scott Fadness, Mayor

Signature: _____

PREVAIL INC.

By: _____

Its: _____

Signature: _____

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT
BETWEEN CITY OF FISHERS AND
THE SHEPHERD’S CENTER OF HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and SHEPHERD’S CENTER OF HAMILTON COUNTY, as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY provides programs to promote and support independent lifestyles for adults 55+ in Hamilton County (“Purpose”);

WHEREAS, SHEPHERD’S CENTER OF HAMILTON COUNTY has applied for certain funds to be contributed by Fishers in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of SHEPHERD’S CENTER OF HAMILTON COUNTY’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. SHEPHERD’S CENTER OF HAMILTON COUNTY’S COMMITMENTS

In consideration for receiving the Contribution, SHEPHERD’S CENTER OF HAMILTON COUNTY hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. SHEPHERD’S CENTER OF HAMILTON COUNTY shall provide a report to Fishers by or before March 1,

2024, and September 30, 2024. SHEPHERD’S CENTER OF HAMILTON COUNTY understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** SHEPHERD’S CENTER OF HAMILTON COUNTY shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) SHEPHERD’S CENTER OF HAMILTON COUNTY. Notwithstanding the foregoing, any City employee or City official may volunteer their time to SHEPHERD’S CENTER OF HAMILTON COUNTY.

SHEPHERD’S CENTER OF HAMILTON COUNTY further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. SHEPHERD’S CENTER OF HAMILTON COUNTY acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: SHEPHERD’S CENTER OF HAMILTON COUNTY fails to materially fulfill its commitments described herein, SHEPHERD’S CENTER OF HAMILTON COUNTY agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that SHEPHERD’S CENTER OF HAMILTON COUNTY is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of SHEPHERD’S CENTER OF HAMILTON COUNTY ’s financial activities as it deems appropriate. SHEPHERD’S CENTER OF HAMILTON COUNTY shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. SHEPHERD’S CENTER OF HAMILTON COUNTY shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. SHEPHERD’S CENTER OF HAMILTON COUNTY ’s failure to correct or cure any findings identified by Fishers to Fishers’ satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers’ budget and SHEPHERD’S CENTER OF HAMILTON COUNTY ’s fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to SHEPHERD’S CENTER OF HAMILTON COUNTY, under the following circumstances: (1) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, SHEPHERD’S CENTER OF HAMILTON COUNTY proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved;

(3) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to submit required progress reports and accompanying documentation; (4) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to comply with any requirement, commitment, or certification in this Agreement; (5) SHEPHERD’S CENTER OF HAMILTON COUNTY fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers’ convenience. Upon receiving the City’s termination notice, SHEPHERD’S CENTER OF HAMILTON COUNTY shall promptly return the Contribution to Fishers. SHEPHERD’S CENTER OF HAMILTON COUNTY understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

SHEPHERD’S CENTER OF HAMILTON COUNTY agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by SHEPHERD’S CENTER OF HAMILTON COUNTY or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney’s fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

SHEPHERD’S CENTER OF HAMILTON COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. SHEPHERD’S CENTER OF HAMILTON COUNTY will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and SHEPHERD’S CENTER OF HAMILTON COUNTY and supersedes all prior agreements, written or verbal, between Fishers and SHEPHERD’S CENTER OF HAMILTON COUNTY. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or SHEPHERD’S CENTER OF HAMILTON COUNTY which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of SHEPHERD'S CENTER OF HAMILTON COUNTY represents and certifies that he/she is a duly authorized representative of SHEPHERD'S CENTER OF HAMILTON COUNTY and fully empowered to execute and bind SHEPHERD'S CENTER OF HAMILTON COUNTY to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
3 Municipal Drive
Fishers, IN 46038**

SHEPHERD'S CENTER OF HAMILTON COUNTY

**SHEPHERD'S CENTER OF HAMILTON COUNTY
Lauren Guynn, Executive Director
1250 Conner Street
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS ("Fishers")

By: Scott Fadness, Mayor

Signature: _____

SHEPHERD'S CENTER OF HAMILTON COUNTY

By: _____

Its: _____

Signature: _____

NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT BETWEEN CITY OF FISHERS AND OUTSIDE THE BOX INC.

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and OUTSIDE THE BOX INC., (“OUTSIDE THE BOX”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, OUTSIDE THE BOX mission is to empower people with intellectual disabilities toward personal growth, through education, self-discovery, leadership development, and a customized career path. (“Purpose”);

WHEREAS, OUTSIDE THE BOX has applied for certain funds to be contributed by Fishers in furtherance of OUTSIDE THE BOX’s Purpose;

WHEREAS, Fishers has agreed to contribute Fifteen Thousand Dollars (\$15,000) to support OUTSIDE THE BOX’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of OUTSIDE THE BOX’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. OUTSIDE THE BOX’S COMMITMENTS

In consideration for receiving the Contribution, OUTSIDE THE BOX hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** OUTSIDE THE BOX shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. OUTSIDE THE BOX shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. OUTSIDE THE BOX understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** OUTSIDE THE BOX shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) OUTSIDE THE BOX. Notwithstanding the foregoing, any City employee or City official may volunteer their time to OUTSIDE THE BOX.

OUTSIDE THE BOX further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. OUTSIDE THE BOX acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein

Unless waived in writing by Fishers or its successors or assigns, in the event that: OUTSIDE THE BOX fails to materially fulfill its commitments described herein, OUTSIDE THE BOX agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that OUTSIDE THE BOX is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, OUTSIDE THE BOX shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of OUTSIDE THE BOX's financial activities as it deems appropriate. OUTSIDE THE BOX shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. OUTSIDE THE BOX shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. OUTSIDE THE BOX's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and OUTSIDE THE BOX's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to OUTSIDE THE BOX, under the following circumstances: (1) OUTSIDE THE BOX fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, OUTSIDE THE BOX proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) OUTSIDE THE BOX fails to submit required progress reports and accompanying documentation; (4) OUTSIDE THE BOX fails to comply with any requirement, commitment, or certification in this Agreement; (5) OUTSIDE THE BOX fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, OUTSIDE THE BOX shall promptly return the Contribution to Fishers. OUTSIDE THE BOX understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

OUTSIDE THE BOX agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by OUTSIDE THE BOX or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

OUTSIDE THE BOX shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. OUTSIDE THE BOX will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and OUTSIDE THE BOX and supersedes all prior agreements, written or verbal, between Fishers and OUTSIDE THE BOX. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or OUTSIDE THE BOX which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this

Agreement. The undersigned executing this Agreement on behalf of OUTSIDE THE BOX represents and certifies that he/she is a duly authorized representative of OUTSIDE THE BOX and fully empowered to execute and bind OUTSIDE THE BOX to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

Lisa Bradford, Controller
One Municipal Drive
Fishers, IN 46038

OUTSIDE THE BOX INC.

Michelle Miller, Executive Director
9795 Crosspoint Blvd, Suite 104
Indianapolis, IN 46256

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS (“Fishers”)

By: Scott Fadness, Mayor

Signature_____

OUTSIDE THE BOX INC. (“OUTSIDE THE BOX”)

By: _____

Its:_____

Signature_____

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT
BETWEEN CITY OF FISHERS AND CHERISH CHILD ADVOCACY CENTER**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and CHERISH CHILD ADVOCACY CENTER., (“CHERISH”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, CHERISH protects children by removing barriers to investigation and treatment, as well as provides regional leadership in combating child abuse and exploitation. (“Purpose”);

WHEREAS, CHERISH has applied for certain funds to be contributed by Fishers in furtherance of CHERISH’s Purpose;

WHEREAS, Fishers has agreed to contribute Twenty Thousand Dollars (\$20,000) to support CHERISH’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of CHERISH’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. CHERISH’S COMMITMENTS

In consideration for receiving the Contribution, CHERISH hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** CHERISH shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. CHERISH shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. CHERISH understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1 *et seq.*

- b. **Conflict of Interest.** CHERISH shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) CHERISH. Notwithstanding the foregoing, any City employee or City official may volunteer their time to CHERISH.

CHERISH further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. CHERISH acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: CHERISH fails to materially fulfill its commitments described herein, CHERISH agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that CHERISH is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, CHERISH shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of CHERISH's financial activities as it deems appropriate. CHERISH shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. CHERISH shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. CHERISH's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and CHERISH's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to CHERISH, under the following circumstances: (1) CHERISH fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, CHERISH proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) CHERISH fails to submit required progress reports and accompanying documentation; (4) CHERISH fails to comply with any requirement, commitment, or certification in this Agreement; (5) CHERISH fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, CHERISH shall promptly return the Contribution to Fishers. CHERISH understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

CHERISH agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by CHERISH or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

CHERISH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. CHERISH will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and CHERISH and supersedes all prior agreements, written or verbal, between Fishers and CHERISH. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or CHERISH which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers solely by virtue of Fisher's

or Fisher’s representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of CHERISH represents and certifies that he/she is a duly authorized representative of CHERISH and fully empowered to execute and bind CHERISH to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
Three Municipal Drive
Fishers, IN 46038**

CHERISH CHILD ADVOCACY CENTER

**Wendy Gamble, Executive Director
15570 Stony Creek Way
Noblesville, IN 46060**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS (“Fishers”)

By: Scott Fadness, Mayor

Signature_____

CHERISH CHILD ADVOCACY CENTER (“CHERISH”)

By: _____

Its:_____

Signature_____

**NON-PROFIT ORGANIZATION CONTRIBUTION AGREEMENT
BETWEEN CITY OF FISHERS AND RECOVERY CAFÉ HAMILTON COUNTY**

This Non-Profit Organization Contribution Agreement (hereinafter “Agreement”) is made and entered into this ____ day of August, 2023, by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) acting by and through its Board of Public Works and Safety (“Board”) and RECOVERY CAFÉ HAMILTON COUNTY, (“RECOVERY CAFÉ”), as follows:

WHEREAS, Fishers is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on the Fishers community;

WHEREAS, RECOVERY CAFÉ is dedicated to providing support to individuals who want to rebuild their lives and break the cycle of homelessness, substance use, and other mental health challenges by serving warm meals from their kitchen provided free from Second Helpings (“Purpose”);

WHEREAS, RECOVERY CAFÉ has applied for certain funds to be contributed by Fishers in furtherance of RECOVERY CAFÉ’s Purpose;

WHEREAS, Fishers has agreed to contribute Ten Thousand Dollars (\$10,000) to support RECOVERY CAFÉ’s Purpose, contingent upon the terms set forth herein (“Contribution”); and

WHEREAS, the parties agree that the Contribution shall be used only for eligible costs in furtherance of RECOVERY CAFÉ’s Purpose, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the following promises, the parties hereby agree as follows:

I. TERM

The term of this Agreement shall commence on August 8, 2023, and shall terminate on September 30, 2024, unless terminated earlier in accordance with this Agreement or until the parties have discharged all of their respective responsibilities as provided herein, whichever first occurs.

II. RECOVERY CAFÉ’S COMMITMENTS

In consideration for receiving the Contribution, RECOVERY CAFÉ hereby agrees to perform or cause to be performed the following:

- a. **Accounting of City Contribution.** RECOVERY CAFÉ shall provide Fishers with bi-annual reports detailing Contribution expenditures. Each expenditure shall be accompanied by documentation to support costs. RECOVERY CAFÉ shall provide a report to Fishers by or before March 1, 2024, and September 30, 2024. RECOVERY CAFÉ understands that it may be subject to an audit by the Indiana State Board of Accounts, pursuant to Ind. Code § 5-11-1

et seq.

- b. **Conflict of Interest.** RECOVERY CAFÉ shall ensure that no City employee or City official receives any compensation from either (a) the Contribution or (b) RECOVERY CAFÉ. Notwithstanding the foregoing, any City employee or City official may volunteer their time to RECOVERY CAFÉ.

RECOVERY CAFÉ further affirms that it is in compliance with all applicable rules and laws, including its own By-laws and Articles of Incorporation. RECOVERY CAFÉ acknowledges and understands that the Contribution available under this Agreement is strictly to be utilized for its Purpose as further defined herein.

Unless waived in writing by Fishers or its successors or assigns, in the event that: RECOVERY CAFÉ fails to materially fulfill its commitments described herein, RECOVERY CAFÉ agrees that it shall repay the Contribution received under this Agreement to Fishers, or its successors or assigns. In the event that RECOVERY CAFÉ is required to repay the Contribution in whole or part, upon calculation of the amount due by Fishers, RECOVERY CAFÉ shall promptly remit the amounts due.

III. MONITORING BY FISHERS

Fishers may conduct a monitoring review and evaluation of RECOVERY CAFÉ's financial activities as it deems appropriate. RECOVERY CAFÉ shall effectively ensure the cooperation of its employees or agents in such monitoring and evaluation efforts. RECOVERY CAFÉ shall take all actions necessary to correct or cure any findings identified by Fishers during its monitoring and evaluation. RECOVERY CAFÉ's failure to correct or cure any findings identified by Fishers to Fishers' satisfaction may result in termination of this Agreement and the repayment of the Contribution to Fishers.

IV. AVAILABILITY OF FUNDS

Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of Fishers to pay the Contribution shall be limited to the availability of funds from Fishers' budget and RECOVERY CAFÉ's fulfillment of its responsibilities and commitments as defined herein.

V. TERMINATION OF AGREEMENT

This Agreement may be terminated by Fishers, effective upon written notice to RECOVERY CAFÉ, under the following circumstances: (1) RECOVERY CAFÉ fails to make satisfactory progress towards its Purpose or the goals or objectives established by this Agreement; (2) without the prior approval of Fishers, RECOVERY CAFÉ proposes or implements substantial plan changes to the extent that, if originally submitted, the Contribution would not have been approved; (3) RECOVERY CAFÉ fails to submit required progress reports and accompanying documentation; (4) RECOVERY CAFÉ fails to comply with any requirement, commitment, or certification in this Agreement; (5) RECOVERY CAFÉ fails to comply with applicable laws, rules, regulations, or city ordinances; or (6) for Fishers' convenience. Upon receiving the City's termination notice, RECOVERY CAFÉ shall promptly return the Contribution to Fishers. RECOVERY CAFÉ understands and agrees that the Fishers has sole discretion as to timing and availability of allocation of Contribution funds.

VI. INDEMNIFICATION

RECOVERY CAFÉ agrees to indemnify, defend, and hold harmless Fishers and its respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by RECOVERY CAFÉ or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.

VII. NON DISCRIMINATION

RECOVERY CAFÉ shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age or national origin. RECOVERY CAFÉ will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, sexual orientation, gender identity, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between Fishers and RECOVERY CAFÉ and supersedes all prior agreements, written or verbal, between Fishers and RECOVERY CAFÉ. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Fishers or RECOVERY CAFÉ which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations stated herein. 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. This Agreement may be modified only by a written agreement signed by the parties. 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. 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 the parties or their successors in interest. Any interpretation applied to this Agreement shall not be made against Fishers

solely by virtue of Fisher's or Fisher's representatives having drafted all or any portion of this Agreement. The undersigned executing this Agreement on behalf of RECOVERY CAFÉ represents and certifies that he/she is a duly authorized representative of RECOVERY CAFÉ and fully empowered to execute and bind RECOVERY CAFÉ to this Agreement.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is sent to Fishers or Non-Profit, it must be sent to the following addresses, unless otherwise specifically advised in writing:

CITY OF FISHERS

**Lisa Bradford, Controller
Three Municipal Drive
Fishers, IN 46038**

RECOVERY CAFÉ HAMILTON COUNTY

**Joylynn Foli, Executive Director
7050 E 116th Street, Suite 100
Fishers, IN 46038**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FISHERS ("Fishers")

By: Scott Fadness, Mayor

Signature_____

RECOVERY CAFÉ HAMILTON COUNTY ("RECOVERY CAFÉ")

By: _____

Its:_____

Signature_____

RESOLUTION NO. R082123G

A RESOLUTION OF THE COMMON COUNCIL FOR THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA AWARDING THE 2023 NON-PROFIT GRANTS

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”) is committed to advancing its city as a smart, vibrant, and entrepreneurial community;

WHEREAS, Fishers is committed to adding value and vibrancy to the city and supporting organizations that have a positive impact on our community;

WHEREAS, Fishers, by and through its Non-Profit Committee, administered the 2023 Non-Profit Grant (the “Grants”), whereby it solicited applications and made recommendations to contribute funds to certain organizations which create a sense of place, public interaction and/or educational opportunities for our residents;

WHEREAS, on or around August 1, 2023, the Non-Profit Committee recommended the following organizations be awarded the Grants: (i) Hamilton County Youth Assistance Program, (ii) Youth Mentoring Initiative, (iii) Janus Development Services, (iv) Conner Prairie Museum, and (v) Prevail, (vi) Cherish Child Advocacy Center, (vii) Outside the Box, (viii) Shepherd’s Center of Hamilton County, and (ix) Recovery Café Hamilton County;

WHEREAS, on or around October 10, 2022, the Common Council for the City of Fishers, Hamilton County, Indiana (“Council”) approved the 2023 budget, which among other items, includes funding for the Grants; and

WHEREAS, the Council now desires to fully adopt and approve the Non-Profit Committee’s recommendation with respect to the Grants.

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 following Grants:

- a) Hamilton County Youth Assistance Program - \$40,000
- b) Youth Mentoring Initiative - \$50,000
- c) Janus Development Services - \$10,000
- d) Conner Prairie Museum - \$80,000
- e) Prevail - \$15,000
- f) Shepherd’s Center of Hamilton County - \$10,000
- g) Outside the Box - \$15,000
- h) Cherish Child Advocacy Center - \$20,000
- i) Recovery Café Hamilton County - \$10,000

Section 2. Funding of the Grants is subject to the execution of a Contribution Agreement with the City of Fishers.

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

ALL OF WHICH IS RESOLVED by the Common Council of the City of Fishers, Hamilton County, Indiana this 21st day of August, 2023.

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

YAY

NAY

ABSTAIN

	Todd Zimmerman, President		
	John Weingardt, Vice President		
	C. Pete Peterson, Member		
	Cecilia C. Coble, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey 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



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Resolution Approving Field Use Fee			
SUBMITTED BY	Name & Title: Marissa Deckert, Director Parks & Recreation 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 #: R082123H	
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)	The City has adopted certain ordinances governing use of its Park & Recreation assets, including, Fishers Ordinance § 96.23, Scheduling, that states that the Parks Department is authorized to schedule use of Fishers' fields when they are not in use by SPORTS; provided, however, "...approval of the rental fee shall be made by the City Council".	
	CCA has agreed to organize and administer an adult softball league on one field at Holland Park that is not otherwise being used by SPORTS on Sunday afternoons.	
	CCA has agreed to pay \$2,000.00, per each eight-week season (Fall (2023), Spring (2024) and Summer (2024)) (the "Rental Fee") to rent the field, and staff recommends that Council, consistent with Fishers Ordinance § 96.23 approve the Rental Fee.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	None
	Expenditure \$:	None
	Source of Funds:	None
	Additional Appropriation #:	
	Narrative:	Payment to the City of \$2,000, per season
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE	Use and payment begins in September, 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Declaratory Resolution	
SUPPLEMENTAL INFORMATION (List all attached documents)		

RESOLUTION NO. R082123H

RESOLUTION APPROVING FIELD USE FEE

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

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

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

WHEREAS, last year SPORTS organized an adult softball league that played its games in the City;

WHEREAS, SPORTS has declined to continue organizing and administering the adult softball league, and CCA now desires to assume responsibility for its organization and oversight;

WHEREAS, CCA has agreed to pay \$2,000.00, per each eight-week season (Fall (2023), Spring (2024) and Summer (2024)) (the “Rental Fee”) to rent one (1) baseball field at Roy G. Holland Park (“Holland Park”) for use on Sunday afternoons (“Scheduled Time”);

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

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

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

Section 1. The Council hereby approves the Rental Fee.

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this 21st day of August, 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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	August 21, 2023			
TITLE	Resolution Approving Interlocal Agreement with Hamilton County Concerning the Distribution of Certain Local Public Health Revenues			
SUBMITTED BY	Name & Title: Monica Heltz, Health Director			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #:		Resolution #: R082123I	
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> Chris Greisl, Barnes & Thornburg LLP		
BACKGROUND (Includes description, background, and justification)	On or around April 24, 2020, the City of Fishers, Hamilton County, Indiana ("Fishers") created a health department pursuant to Ind. Code §16-20-4 et. seq., (the "City Health Department"). Hamilton County, Indiana (the "County") operates a health department in accordance with Ind. Code §16-20-2 et. seq., (the "County Health Department"). In the state fiscal year beginning July 1, 2023, and in each state fiscal year thereafter, the county executive must vote to accept additional funding and to provide core public health services in the county, as further described by Ind. Code §16-46-10-2.2(e) (the "Additional Public Health Funding"). On or around June 26, 2023, the Board of Commissioners of Hamilton County, Indiana ("County Commissioners") voted to accept the Additional Public Health Funding, Resolution No.: 06-26-23-1. In accordance with Ind. Code §16-46-10-2.6, for counties with a city health department established under Ind. Code §16-20-4-3, funding of the city health department shall be determined based on a per capita amount as provided in Ind. Code §16-46-10-2.2(d). In accordance with Ind. Code §16-46-10-2.6, the county fiscal body and city fiscal body shall enter into an interlocal agreement solely for the purpose of distributing the City Health Department's total amount of the City Health Department's per capita share of funding, and the County shall distribute the City Health Department's per capita share not later than five (5) days after the date funds are received from the state department. The parties now desire to enter into an Interlocal Cooperation Agreement (the "Agreement"), in accordance with Ind. Code §16-46-10-2.6 and as further described in the Agreement.		
	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.	Approve Resolution	
	2.	Provide Alternative Direction	
	3.		
	4.		
PROJECT TIMELINE			

STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the Agreement.
SUPPLEMENTAL INFORMATION (List all attached documents)	

**INTERLOCAL AGREEMENT BY AND BETWEEN HAMILTON COUNTY,
INDIANA AND THE CITY OF FISHERS, INDIANA CONCERNING THE
DISTRIBUTION OF CERTAIN LOCAL PUBLIC HEALTH REVENUES**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Fishers, Hamilton County, Indiana (“Fishers”) and Hamilton County, Indiana (“County”) this 21st day of August, 2023 (the “Effective Date”), related to the distribution of certain additional funding to provide core public health services.

RECITALS

WHEREAS, on or around April 24, 2020, Fishers created a health department pursuant to Ind. Code §16-20-4 *et. seq.*, (“City Health Department”);

WHEREAS, the County operates a health department in accordance with Ind. Code §16-20-2 *et. seq.*, (the “County Health Department”);

WHEREAS, in the state fiscal year beginning July 1, 2023, and in each state fiscal year thereafter, the county executive must vote to accept additional funding and to provide core public health services in the county, as further described by Ind. Code §16-46-10-2.2(e) (the “Additional Public Health Funding”);

WHEREAS, on or around June 26, 2023, the Board of Commissioners of Hamilton County, Indiana (“County Commissioners”) voted to accept the Additional Public Health Funding, Resolution No.: 06-26-23-1;

WHEREAS, in accordance with Ind. Code §16-46-10-2.6, for counties with a city health department established under Ind. Code §16-20-4-3, funding of the city health department shall be determined based on a per capita amount as provided in Ind. Code §16-46-10-2.2(d);

WHEREAS, in accordance with Ind. Code §16-46-10-2.6, the county fiscal body and city fiscal body shall enter into an interlocal agreement solely for the purpose of distributing the City Health Department’s total amount of the City Health Department’s per capita share of funding, and the County shall distribute the City Health Department’s per capita share not later than five (5) days after the date funds are received from the state department; and

WHEREAS, the parties now desire to enter into this Agreement in accordance with Ind. Code §16-46-10-2.6 and as further described herein.

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

ARTICLE I. RECITALS

The Recitals are an integral part of this Agreement and are specifically incorporated by reference herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Each party represents to the other party that it has all requisite power, authority, and legal right to enter into and carry out the obligations set forth in this Agreement.

ARTICLE IV. OBLIGATIONS OF COUNTY

County shall perform the following services:

- a. By or before September 1, 2023, and any year thereafter as determined by the State, notify the Indiana Department of Health of its acceptance of Additional Public Health Funding;
- b. Distribute the City Health Department's per capita share of Additional Public Health Funding (as provided in Ind. Code §16-46-10-2.2(d)) not later than five (5) days after the date funds are received from the state department;
- c. Utilize the Additional Public Health Funding in compliance with Ind. Code §§16-46-10 and 16-20-1-12;
- d. Regularly report key performance indicators to the Indiana Department of Health;
- e. Place all Additional Funding in the County Health Fund;
- f. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the health department; Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health; and
- g. Be responsible for any State audit concerning Additional Funds distributed to the County Health Department, including any findings made in those audits.

ARTICLE III. OBLIGATIONS OF FISHERS

Fishers shall perform the following services:

- a. Receive the City Health Department's per capita share of Additional Public Health Funding (as provided in Ind. Code §16-46-10-2.2(d));
- b. Utilize the Additional Public Health Funding in compliance with Ind. Code §§16-46-10 and 16-20-1-12;
- c. Regularly report key performance indicators to the Indiana Department of Health;
- d. Place all Additional Funding in the Municipal Health Fund;
- e. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the local health department;
- f. Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health; and
- g. Be responsible for any State audit concerning Additional Funds distributed to the City Health Department, including any findings made in those audits.

ARTICLE VI. JOINTLY HELD PROPERTY

There will be no jointly held property under this Agreement.

ARTICLE VII. JOINT BOARD

The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of Ind. Code §36-1-7-2(a), and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring, holding and disposing of real and personal property of a joint undertaking.

ARTICLE VIII. DISPUTE RESOLUTION

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers or their designees. In the event the parties are unable to resolve their claims through the executive officers or their designees, the parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. The mediation shall be held in Noblesville, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

In the event of any litigation between Fishers and County that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Hamilton County, Indiana.

ARTICLE XIV. RECORDING AND FILING

This Agreement shall be recorded in the Office of the Recorder of Hamilton County, Indiana and filed with the Indiana State Board of Accounts within sixty (60) days of execution. This Agreement shall also be filed with the Indiana Department of Health.

ARTICLE XI. EFFECTIVE DATE

This Agreement shall be effective upon the occurrence of the following:

- a. Signing by the parties hereto;
- b. The passage of appropriate resolutions and ordinances, recordation of this Agreement with the Hamilton County Recorder; and
- c. Filing of this Agreement with the Indiana State Board of Accounts, Hamilton County Auditor, and Indiana Department of Health.

ARTICLE XII. TERM OF AGREEMENT

This Agreement shall be in effect for a period of five (5) years from the Effective Date (the “Term”), and shall automatically renew for successive 5-year period(s) (each, a “Renewal Term”), provided neither party provides written notice that it is terminating this Agreement, which notice shall be provided by the terminating party no later than one (1) year prior to the expiration of any Term or Renewal Term. This Agreement may otherwise be terminated or extended only by a written agreement signed by all parties.

ARTICLE XIII. NOTICE

All notices, requests, demands, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed given or delivered when (i) delivered by hand, (ii) mailed by prepaid express overnight mail service, such as “Federal Express” or similar mail service, or (iii) mailed by registered or certified U.S. mail, return receipt requested, and in any case addressed to the respective party at its address set forth below, or at such other address as either party to this Agreement has designated by notice in writing to the other party as provided in this Agreement:

If to Fishers:

Monica Heltz, Director of Health Department
3 Municipal Drive
Fishers, IN 46038

With a copy to:

Lindsey Bennett, City Attorney
1 Municipal Drive
Fishers, IN 46038

If to County:

Jason LeMaster, Director, Hamilton County Health Department
18030 Foundation Drive, Suite A
Noblesville, IN 46060

With a copy to:

Connor Sullivan, County Attorney
1 Hamilton County Square, Suite 157
Noblesville, IN 46060

ARTICLE XIV. INDEMNIFICATION

Each party hereto agrees to indemnify, defend, exculpate, and hold harmless the other parties hereto, and their respective officers and employees, from and against any and all claims,

suits, and liabilities of any kind or character, including reasonable attorneys' fees, which result or arise from any negligent acts or omissions of said party, or those for whom said party is responsible, arising from or connected with the performance of any of the duties or responsibilities of said party under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, each party hereby acknowledges and agrees that each party's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and each party's obligation to indemnify and save the other party, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-3-4, as amended.

ARTICLE XV. GOVERNING LAW & VENUE

This Agreement is governed by the laws of the State of Indiana. Fishers and County, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional. The Parties hereby submit to the jurisdiction of Hamilton County, Indiana courts, and waive any objection to venue with respect to actions brought in such courts.

ARTICLE XVII. MODIFICATION/ NO WAIVER

The terms and conditions set forth in this Agreement may be modified only by the express, written consent of both parties. Except for changes made in accordance with this Article, no deviation, whether intentional or unintentional, shall constitute an amendment or modification of this Agreement, nor constitute a waiver by Fishers of any rights in this Agreement.

ARTICLE XVIII. ASSIGNMENT

Fishers and County may only assign their rights and obligations under this Agreement with the prior written consent of the other party. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

ARTICLE XIX. INTERPRETATION AND INTENT

This Agreement constitutes the entire agreement between the parties. Any representations, promises or conditions in connection therewith not set forth in the foregoing or in a writing signed by both parties will not be binding. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Fishers solely by virtue of Fishers' representatives having drafted all or any portion of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the City of Fishers, Indiana, and Hamilton County, Indiana have approved this Agreement on the Effective Date.

**BOARD OF COMMISSIONERS OF
HAMILTON COUNTY**

Christine Altman

Mark Heirbrandt

Steven C. Dillinger

ATTEST:

Dawn Coverdale, Auditor

CITY OF FISHERS, INDIANA

Scott Fadness, Mayor

ATTEST:

Clerk

R082123I

RESOLUTION No.: R082131I

**A RESOLUTION OF THE COMMON COUNCIL FOR THE CITY
OF FISHERS APPROVING AN INTERLOCAL AGREEMENT
WITH HAMILTON COUNTY, INDIANA CONCERNING THE
DISTRIBUTION OF CERTAIN LOCAL PUBLIC HEALTH REVENUES**

WHEREAS, on or around April 24, 2020, the City of Fishers, Hamilton County, Indiana (“Fishers”) created a health department pursuant to Ind. Code §16-20-4 *et. seq.*, (the “City Health Department”);

WHEREAS, Hamilton County, Indiana (the “County”) operates a health department in accordance with Ind. Code §16-20-2 *et. seq.*, (the “County Health Department”);

WHEREAS, in the state fiscal year beginning July 1, 2023, and in each state fiscal year thereafter, the county executive must vote to accept additional funding and to provide core public health services in the county, as further described by Ind. Code §16-46-10-2.2(e) (the “Additional Public Health Funding”);

WHEREAS, on or around June 26, 2023, the Board of Commissioners of Hamilton County, Indiana (“County Commissioners”) voted to accept the Additional Public Health Funding, Resolution No.: 06-26-23-1;

WHEREAS, in accordance with Ind. Code §16-46-10-2.6, for counties with a city health department established under Ind. Code §16-20-4-3, funding of the city health department shall be determined based on a per capita amount as provided in Ind. Code §16-46-10-2.2(d);

WHEREAS, in accordance with Ind. Code §16-46-10-2.6, the county fiscal body and city fiscal body shall enter into an interlocal agreement solely for the purpose of distributing the City Health Department’s total amount of the City Health Department’s per capita share of funding, and the County shall distribute the City Health Department’s per capita share not later than five (5) days after the date funds are received from the state department; and

WHEREAS, the parties now desire to enter into an Interlocal Cooperation Agreement (the “Agreement”), as further described in Exhibit A, which is attached hereto and incorporated herein, in accordance with Ind. Code §16-46-10-2.6 and as further described in the Agreement.

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 Common Council hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2. The Common Council hereby authorizes the Mayor to execute the Agreement, and any and all documents necessary to effectuate its intent.

Section 3. The Common Council hereby authorizes the City Attorney, or her designee, to work with the County to record this Agreement and file it with the applicable State agencies.

Section 4. This Resolution shall be of full force and effect from and upon its adoption, and in accordance with Indiana law.

SO RESOLVED, by the Common Council for the City of Fishers, Hamilton County, Indiana this 21st day of August, 2023.

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

YAY		NAY	ABSTAIN
	John Weingardt, President		
	Cecilia Coble Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 at _____ p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey M. Bennett, City Attorney, 1 Municipal Drive, Fishers, IN 46038.

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



Exhibit A
[Interlocal Agreement]



Council Action Form

MEETING DATE	August 18, 2023			
TITLE	Consideration of a text amendment to the Exit 5 / Sunbeam PUD to amend sign standards for The Link at Fishers District building, fka the Navient building. Case #TA-23-4			
SUBMITTED BY	Name & Title: Megan Vukusich, Director 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 #: 061923A		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 – Name of Reviewer: Krieg DeVault	
BACKGROUND (Includes description, background, and justification)	The Link at Fishers District, formally know as the Navient building, is located at 11100 USA Parkway is now a multi-tenant building. The propety owner are requesting a text amendment of the Exit 5 / Sunbeam Planned Unit Development (PUD) for additional wall and ground signage that exceeds the Unified Development Ordinance standards. The City of Fishers Advisory Plan Commission conducted a public hearing on August 2, 2023 and send a favorable recommendation to City Council, 8-0.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include Deny Approval Option)	1.	Hold Final Reading
	2.	Continue
	3.	No Action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading at City Council August 2, 2023 - Public Hearing at Plan Commission August 18, 2023 - Proposed Final Reading at City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends City Council hold final reading and approve as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Exhibit A	



MJ Wilkow

The Link Monument Sign and Directional Concepts
Text Amendment to Exit 5 / Sunbeam PUD / The Link at Fishers District

THE
LINK
AT FISHERS DISTRICT

The Full Sign Package Includes:

- 2 Large Lit Monuments (East and West entrance to property)
- 6 Directional Signs
- 5 Building Directory Ground Signs
- 5 Building Entry Identification Wall Signs
- 1 Atrium Window Graphic (front or back of building)
- 2 Large Exterior Building Tenant Signs
- Small Tenant Signs at Building Entrances (each side of entrance)



Why Additional Signs are needed for The Link at Fishers District

- Unique Building Layout & Addressing
 - o Although addressed as 1 building the building has 5 primary entrances that need to be identified. Additional exterior identification signs will help potential tenants/customers.
 - o Tenants/customers will require entry notification and directional information to determine what entrance they are looking for. Directional signs & tenant directory signs and mini tenant directory signs will help establish this.
 - o Tenants will require brand identification on the building (Exterior Logo Signage)
 - o Navient occupied over 90% of the building vs a 5 tower multi-tenant business park.
 - o This complex was designed to be a Navient corporate headquarters and now is being redeveloped as a multi-tenant business park.
- Large Property and Parking Areas
 - o The property sits on over 30 acres that include 5 towers, 3 oversized lots plus an overflow lot.
 - o The property can be seen from I69 but has very little brand recognition.
 - o The property has 2 primary vehicle entrances on the east and west currently with undersized monument markers.
 - o Additional signage at the vehicle entrances will help make Link at Fishers District more of a staple commercial business park in the community.
- Updates to this business park will drive business, local job opportunities and housing to the community.
- Millions of capital are being invested to help achieve this goal.
- Original PUD for this property is dated and the building is now being used for something much different than when the original PUD was written.

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Proposed Building Sign Location Map - T.2 already exists.



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Site Survey and Verification
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A.1



Item: Custom Aluminum Primary Monument Sign

Qty: 2 - Double Sided

Custom Painted Aluminum Textured Cabinet with Push Through Acrylic Logo & Tagline
Inset Brushed Aluminum Vinyl Face on Logo
Black Tenant Panels Mounted with Standoffs to Custom Painted Aluminum Cabinet
Aluminum Cabinet Base Skinned With Faux Brick Paneling with Black FCO Address
Black Aluminum Cap for Monument Base

Sample Finished Photo



Original Tagline



Baskerville Tagline



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Main Building Front Signage - Window Graphics, Fabricated ID Letters, & Mini Monument



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*Mockup is Approximate

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Site Survey and Verification
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B

Item: Custom Aluminum Mini Monument Tenant Sign
Qty: 5 - Single Sided

Custom Painted Aluminum Textured Cabinet with Push Through Acrylic Logo, Tagline, and Building #
Inset Brushed Aluminum Vinyl Face on Logo
Black Tenant Panels Mounted with Standoffs to Custom Painted Aluminum Cabinet
Custom Painted Aluminum Cabinet Base

Side View



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D

Item: Custom Aluminum Mini Directional Sign
Qty: 6 - Double Sided

Custom Painted Aluminum Textured Cabinet with Push Through Acrylic Text & Arrows
Inset Brushed Aluminum Vinyl Face on Arros
Black Tenant Panels Mounted with Standoffs to Custom Painted Aluminum Cabinet
Custom Painted Aluminum Cabinet Base



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Site Survey and Verification
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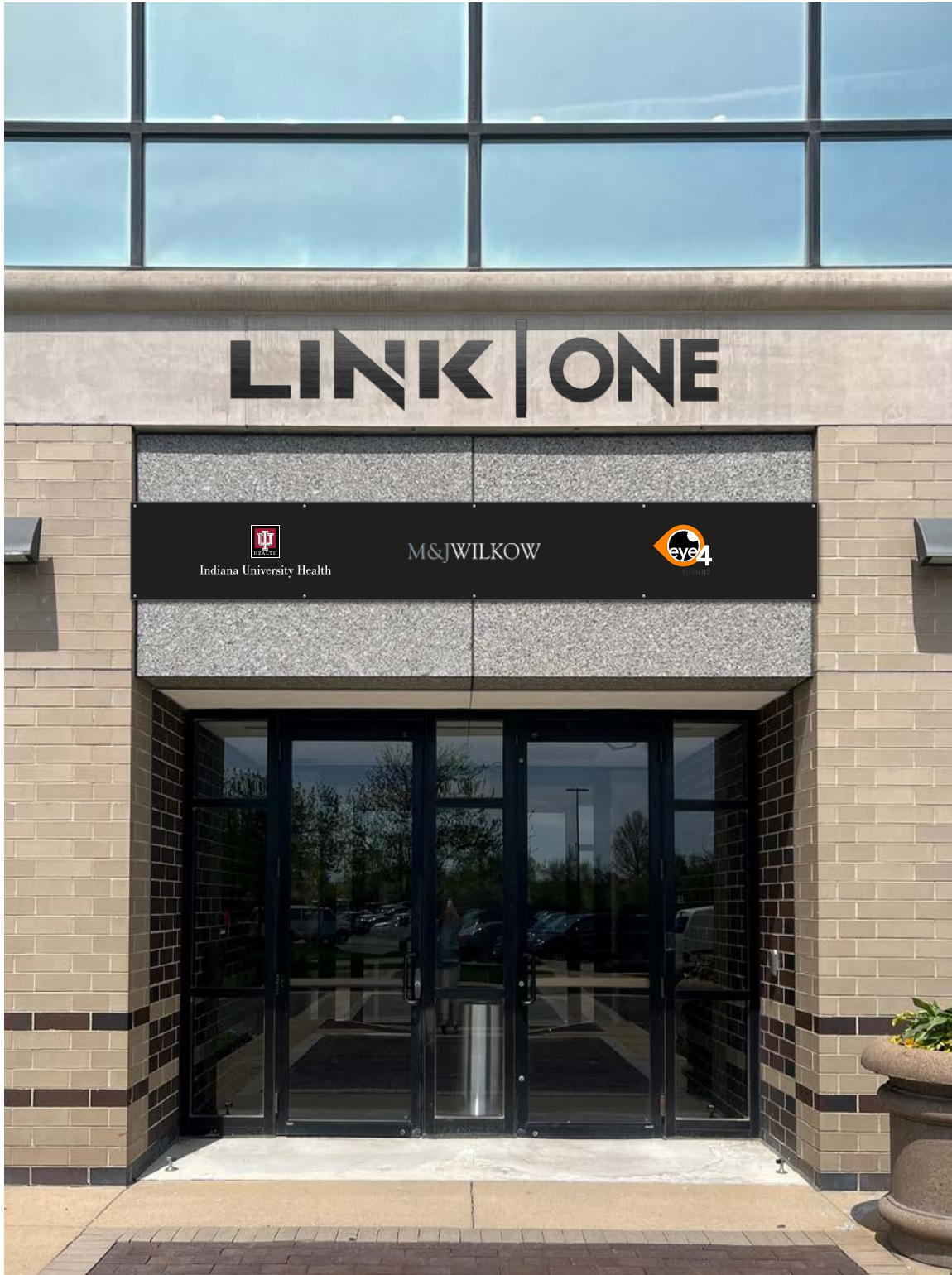
T

Item: Fabricated ID Letters
Qty: 5 - 168"x24" MAX
Custom Fabricated 2" Deep Black Aluminum Letters
Stud Mounted to Building with Spacers



Black Anodized Aluminum

LINK | ONE
LINK | TWO
LINK | CENTRAL
LINK | THREE
LINK | FOUR



Item: Tenant Panels
Qty: 4 - 168"x24"
Digital Print Vinyl Graphics Applied to 1/4" Aluminum Plate Backer
Mounted to Building with Standoff Hardware



1/Building EXCEPT Link Central
SHOWN USING SAMPLE TENANTS.
FINAL TENANTS TBD

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Site Survey and Verification
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C.2

Main Building Rear Signage - Window Graphics



*Mockup is Approximate

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T.1

Proposed Tenant Signage
≈ 500 ft²



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T

Small Tenant Signs at Building Entrances
Qty: 8



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Site Survey and Verification
The proposed signage in this packet will most likely require a new sign/site survey prior to fabrication. Production will begin only after the permit is issued/approved by the municipality.

ORDINANCE NO. 061923A
AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF
THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

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

WHEREAS, MJ Wilkow (the “Petitioner”) seeks a text amendment to the Standards that apply to the Exit 5 / Sunbeam Ordinance;

WHEREAS, the Petitioner has received permission and approval from Sunbeam Development Corporation;

WHEREAS, the City of Fishers Advisory Plan Commission (“Plan Commission”) has conducted a public hearing on Wednesday, August 2, 2023, for case TA-23-4 as required by law in regard to the text amendment; and

WHEREAS, the Plan Commission at its meeting on the 2nd of August, 2023 meeting sent a favorable recommendation to the Common Council by a vote of 8 in favor and 0 opposed.

NOW, therefore be it ordained by the Common Council of the City of Fishers, Hamilton County, Indiana, The successor in interest to the Town of Fishers, Pursuant to Ind. Code 36-4-1 Et. Seq., that the Exit 5 / Sunbeam Ordinance (No. 081788, No. 090788B, No. 041890B, No. 122089B, No. 051690A, No. 060593, No. 121093A, No. 020294D, No. 051994, No. 120103C, No. 031912) as amended, is hereby amended as follows:

Section 1. AMENDMENT. This Text Amendment adds a sign package as it relates to Section 6.17 Signage Standards of the UDO as it applies to The Link at Fishers District Building (fka as the Navient Building) at the common address of 11100 USA Parkway Fishers, Indiana further described as County Parcel No. 15-15-06-00-00-001.001 and 15-15-06-00-00-001.002, (the “Building”).

Section 2. PURPOSE STATEMENT. The purpose of this ordinance is to add specific language in the furtherance of the sign standards to allow for supplementary monument, wall, and directional signs from the standard provisions of Section 6.17.6 Free Standing Signs, 6.17.7 Building Signs, 6.17.9 Other Sign Types.

Section 3. CHANGES TO THE EXIT 5/ SUNBEAM PUD. The following sign package now apply to the beforementioned Building within the Exit 5 / Sunbeam PUD, herein attached, (“Exhibit A”).

ORDINANCE NO. 061923A

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 18th day of August 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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 Attorney

Exhibit A
Sign Package

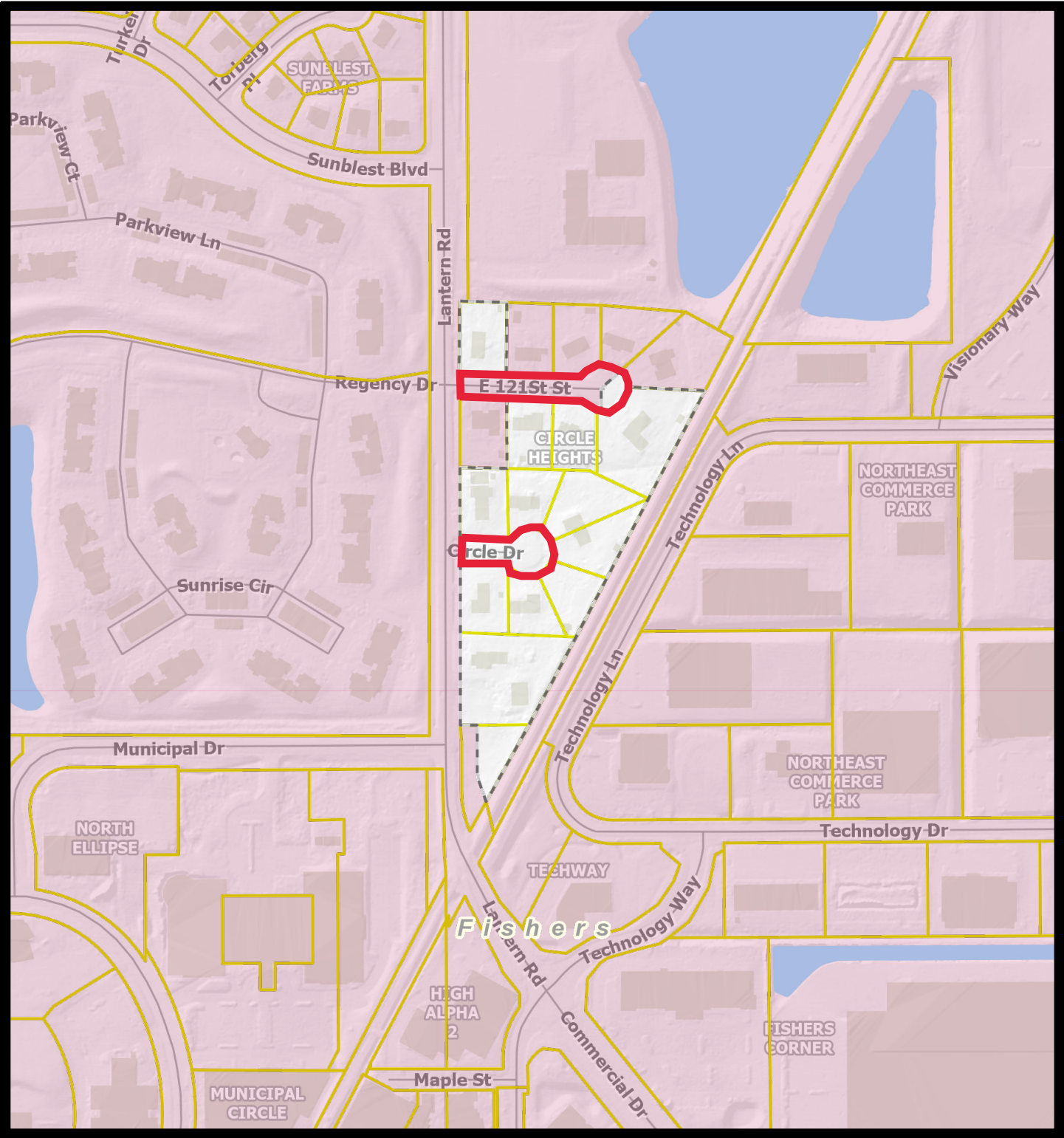


Council Action Form

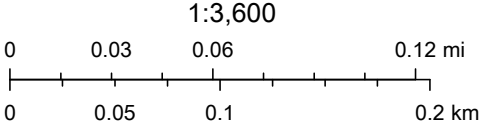
MEETING DATE	August 21, 2023			
TITLE	Request to approve the right-of-way vacation of E 121st Street and Circle Drive, east of Lantern Road within the Circle Heights subdivision (VAC-23-5)			
SUBMITTED BY	Name & Title: Megan Vukusich, Director of Planning & Zoning Department:			
MEETING TYPE	☐ Work Session ☐ 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 #: 082123B		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)	Wanas Group, LLC is in the process of developing a residential subdivision know as City Walk at Nickel Plate Trail (City Walk), generally located on the east side of Lantern Road, west of the Nickel Plate Trail. City Walk includes a proposed 41 townhomes, 106 condos, and 87 apartments. As part of this project the public Right-of-Way of E 121st Street and Circle Drive needs to be vacated. Two access drives will be provided off Lantern Road. No new Right-of-Way is be proposed.	
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	August 21, 2023 - 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 Right-of-Way Vacation of E 121 st Street and Circle Drive (VAC-23-5) as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance 2. Right-of-Way Exhibit	

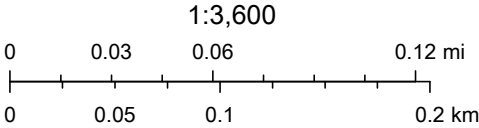
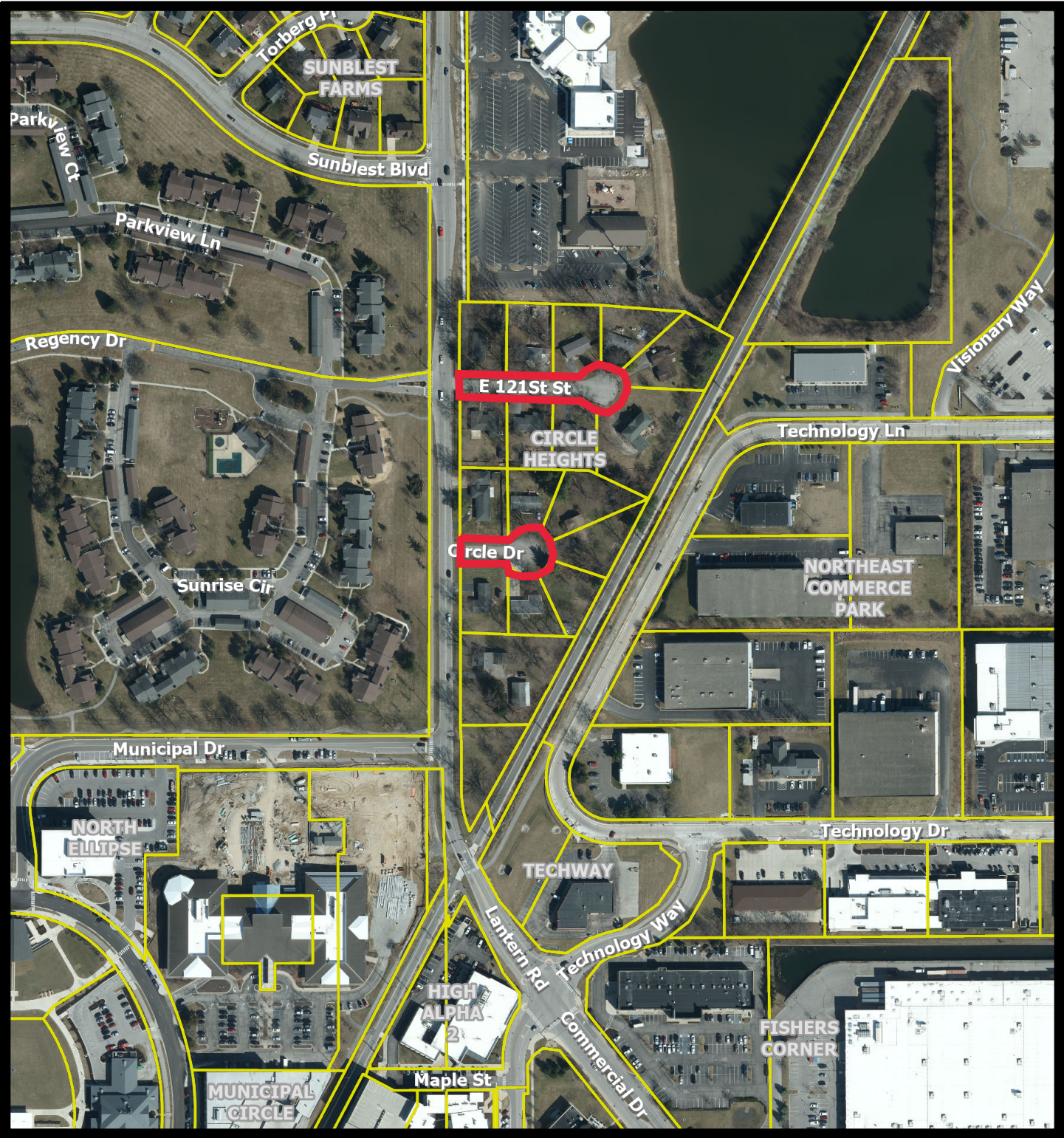
Aerial Location Map



-  Parcels
-  ROW Vacation Area



Aerial Location Map



-  Parcels
-  ROW Vacation Area

ORDINANCE NO. 082123B
AN ORDINANCE VACATING RIGHT OF WAY
IN THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA

WHEREAS, Wanas Group, LLC is in the process of developing a residential subdivision (City Walk at Nickel Plate Trail), generally located on the east side of Lantern Road, west of the Nickel Plate Trail;

WHEREAS, to complete the Project as currently proposed, certain City Right-of-Way ("ROW") must be vacated;

WHEREAS, the Common Council now desires to vacate the areas of ROW described in Exhibit A attached hereto and incorporated herein ("Vacation Area") which Vacation Area shall join with and become part of the site;

WHEREAS, the originally platted ROW is shown depicted in Exhibit B as part of the Circle Heights Addition, 1st Section, a subdivision in Hamilton County, as per plat thereof recorded in Plat Book 2, Page 201 in the office of the Recorder of Hamilton County, Indiana;

WHEREAS, a public hearing on this matter has been held consistent with and pursuant to Ind. Code § 36-7-3-12; 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 as follows:

Section 1. The Council hereby determines the following:

- a. vacation of the proposed Vacation Area will not hinder the growth of orderly developed 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 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 August 21, 2023, provided by Indiana Law.

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

ORDINANCE NO. _____

SO ORDAINED by the Common Council of the City of Fishers, Indiana, on this 21st Day of August 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

ORDINANCE NO. _____

Exhibit A
Legal Description of Vacation Area

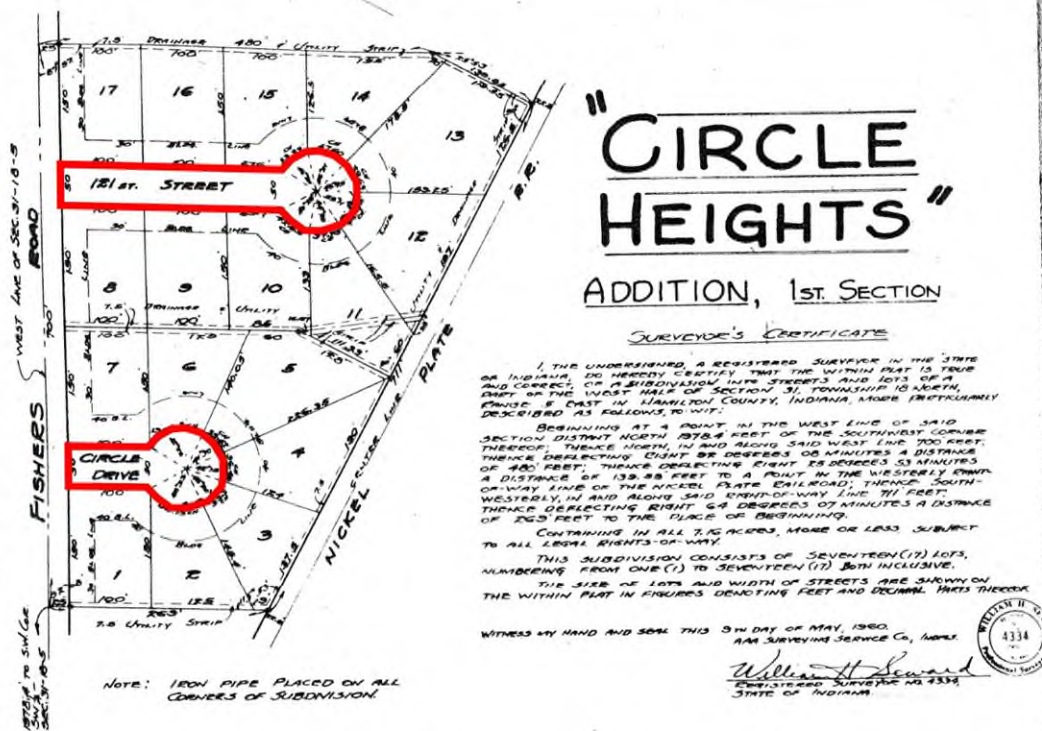
Legal Description of Circle Drive

The right-of-way known as Circle Drive within Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

Legal Description of E. 121st Street

The portion of right-of-way known as East 121st Street within Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
Graphic Depiction of Real Estate



THE UNDERSIGNED OWNER, IRBNE REYNOLDS, DOES HEREBY CERTIFY THAT SHE DOES LAY OFF, PLAT, AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "CIRCLE HEIGHTS ADDITION, 1ST SECTION". THE FOLLOWING RESTRICTIONS, LIMITATIONS AND COVENANTS ARE HEREBY ATTACHED HEREON AND SHALL RUN WITH THE LAND CONTAINED IN SUCH PLATTING.

- [illegible]

11. THE UTILITY STRIPS SHOWN ON THE WITHIN PAGE ARE RESERVED AS ASSIGNMENTS FOR THE USE OF CITY OR COUNTY IN WHICH THEY ARE ISSUED. PUBLIC UTILITY COMPANIES FOR THE UTILIZATION, USE, MAINTENANCE, REPAIR, AND RENTATION OF SERVICES, WATER, GAS, ELECTRICITY, AND TELEPHONE, AND OTHER UTILITIES NECESSARY OR INCIDENT TO THE COMMON WELFARE AND INTEREST OF THE CITY OR COUNTY IN WHICH THE STRIPS ARE USED AND OCCUPY THE SUBDIVISION, OR IN BUILDING OR OTHER STRUCTURE, OR IN THE OPERATION OF ANY SUCH UTILITY STRIP FOR ANY USE EXCEPT AS SET FORTH HEREIN. OWNERS IN THIS SUBDIVISION SHALL THEREAFTER TITLE TO THE LAND BEING THE PROPERTY BEING CONVEYED BE SUBJECT TO THE PREPAID PRINCIPAL AMOUNT RESERVED.

12. DRAINAGE BASINMENTS, AS SHOWN ON THE WITHIN PLAT ARE RESERVED FOR THE DRAINAGE OF STORM WATER, WHETHER BY SUMMIT, DITCH OR STORM SEWER, AS STRUCTURE OR CONDUIT, OR BY ANY OTHER MEANS, AND SHALL NOT BE OPEN, OVER, UNDER OR THROUGH ANY SUCH BASINMENT, EXCEPT THAT A DRAINAGE BASINMENT MAY ALSO BE USED AS A SUPPLY SOURCE FOR ANY OTHER PURPOSE, PROVIDED THAT SUCH USE SHALL NOT THEREBY PREVENT THAT THEY DO NOT INTERFERE WITH THE FLOW OF WATER. OWNERS IN THIS SUBDIVISION SHALL TAKE THEIR SHARE TO THE LAND CONTAINING THE BASINMENT, AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE BASINMENT HEREIN GRANTED AND RESERVED, AND BY THE ACCEPTANCE OF THE TITLE AGREES TO KEEP AND MAINTAIN SUCH BASINMENT IN SUCH CONDITION AS TO PREVENT ANY DAMAGE TO THE SAME, AND TO TAKE SUCH MEASURES AS TO PREVENT ANY DISCHARGE OF STORM WATER.

13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY DESCRIPTION SHALL BE RAISED, BREED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BREED OR MAINTAINED FOR COMMERCIAL PURPOSES.

14. A PRIVATE SEWAGE DISPOSAL SYSTEM WHICH COMPLIES WITH THE RECOMMENDATIONS AND SPECIFICATIONS OF THE DIVISION OF SANITARY ENGINEERING OF THE INDIAN STATE BOND OF NORTHERN ILL. BE INSTALLED IN CONNECTION WITH EACH DWELLING REJECTED IN THIS PROJECT.

[illegible]

Frank Reynolds
FRANK REYNOLDS, OWNER

COUNTY OF HAMILTON S.S.
STATE OF INDIANA.

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC,
IN AND FOR SAID COUNTY AND STATE, IRENE ECKHARTS WHO
ACKNOWLEDGED THE EXECUTION OF THE ABOVE-SAID PURCHASE
CERTIFICATE AS HER VOLUNTARY ACT AND DEED FOR THE USE
AND PURPOSE THEREIN EXPRESSED.

CERTIFICATE

(OTHER AUTHORITY PROVIDED BY CHAPTER 97,
ARTS OF THE GENERAL LAWS OF ALABAMA
1901, THIS DEED WILL BE VALID BY THE
BOARD OF CHIEF CLERKS OF ALABAMA COUNTY,
INDIANA, AT A MEETING HELD _____

6-6-1960

Board of County
Commissioners

Thomas R. Kamm
Ray D. Hill
Hazel L. Curran
D. L. Hill
AUSTIN

CLERK OF BOARD OF COUNTY COMMISSIONERS

This instrument prepared by William H. Seward



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a resolution adopting the Fiscal Plan for the Geist Forest Annexation (ANX-22-10)			
SUBMITTED BY	Name & Title: Megan Vukusich			
	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 #: R082123J	
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 \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading / Public Hearing - City Council August 21, 2023- Proposed Fiscal Plan / Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council approve the Fiscal Plan and hold final reading for the annexation Geist Forest.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Fiscal Plan	



MEMORANDUM

Date: August 18, 2023

From: Bre King, Dept of Planning & Zoning

To: Members of the City Council

Re: Fiscal Plan – Geist Forest

This document shall serve as the official Fiscal Plan for Geist Forest, a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

(1) “The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency.”

- A. Police Department – Currently, the Hamilton County Sheriff’s Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surround areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Public Works Department – The City of Fishers currently maintains the portion of Florida Rd along this property.

Trash collection is handled by private contractors and is not in the tax base.

When the property connects to sewer, sewage collection system for this property will be handled by Fishers Sanitary System. Property owners pay the city to treat its effluent.

The Public Works Department also will be responsible for maintenance of the storm sewer system.

- D. Community Development Department – The Community Development Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Parks and Recreation – No new city parks are planned with this development and no direct additional costs will be incurred by the Parks and Recreation Department.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred as a result of this annexation.

(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”

The expenses for this development can be paid from the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

The most recent assessed value for this property is in the chart below. Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

Lot Number	Parcel Number	Assessed Value (land & improvements)
1	13-16-06-00-00-008.008	\$231,400.00
2	13-16-06-00-00-008.103	\$206,300.00
3	13-16-06-00-00-008.104	\$258,300.00
5	13-16-06-00-00-008.105	\$205,100.00
6	13-16-06-00-00-008.106	\$181,300.00

(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”

Sewer service = Summer 2023
 Water service = Existing
 Electricity service (Duke Energy) = Existing
 Phone service (AT&T) = Existing
 Cable service (Comcast) = Existing

(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”

All such services would be provided to the property immediately upon the effective date of the annexation, which is 30 days following approval by City Council, and after the petition is recorded with the Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately April 20, 2023.

- (5) “That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”

All such services exist on the property or will be installed in Summer 2023.

- (6) “This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation.”

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate	2025 Tax Rate	2026 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	n/a	n/a	0.7215	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) “This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation.”

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2022 (0 Home)	2023 (1 Building)	2024 (1 Building)	2025 (1 Building)	2026 (1 Building)
City revenue	\$0	\$1,588.74	\$1,588.74	\$1,588.74	\$1,588.74

- (8) “This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.”

This annexation will not affect other “political subdivisions” in the county not part of this annexation.

- (9) “This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:”

(A) "The name of the owner of the parcel."

Lot Number	Parcel Number	Name of Parcel Owner
1	13-16-06-00-00-008.008	Tran, Phu
2	13-16-06-00-00-008.103	Day, Kevin & Shannon
3	13-16-06-00-00-008.104	RREF II RB IN VM LLC
5	13-16-06-00-00-008.105	RREF II RB IN VM LLC
6	13-16-06-00-00-008.106	Snyder, Sean M & Meagan A

(B) "The parcel identification number."

Lot Number	Parcel Identification Number
1	13-16-06-00-00-008.008
2	13-16-06-00-00-008.103
3	13-16-06-00-00-008.104
5	13-16-06-00-00-008.105
6	13-16-06-00-00-008.106

(C) "The most recent assessed value of the parcel."

Lot Number	Parcel Number	Total Gross Assessed Value (January 1, 2022)	Assessed Value: Land (January 1, 2022)	Assessed Value: Improvements (January 1, 2022)
1	13-16-06-00-00-008.008	\$231,400.00	\$231,400.00	\$0
2	13-16-06-00-00-008.103	\$206,300.00	\$206,300.00	\$0
3	13-16-06-00-00-008.104	\$258,300.00	\$258,300.00	\$0
5	13-16-06-00-00-008.105	\$205,100.00	\$205,100.00	\$0
6	13-16-06-00-00-008.106	\$181,300.00	\$181,300.00	\$0

RESOLUTION NO. R082123J

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

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 29.04 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 June 19, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

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

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

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on this 21st day of August 2023.

COMMON COUNCIL OF THE CITY OF FISHERS, R082123J
HAMILTON COUNTY, INDIANA

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___ 21st ___ day of ___ August ___ 2023 __, at _____ pm.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

August 21, 2023
DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

Exhibit A
Legal Description of Real Estate

A PART OF THE SOUTHEAST QUARTER OF SECTION 6 AND A PART OF THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 17 NORTH, RANGE 6 EAST, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, PER THE RETRACEMENT SURVEY PREPARED BY KAREN L. SUTTON DATED MARCH 5, 2019, AS WEIHE ENGINEERS, INC. PROJECT NUMBER W180801 AND RECORDED OCTOBER 11, 2019, AS INSTRUMENT NO. 2019050646 IN THE OFFICE OF THE HAMILTON COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 51 MINUTES 37 SECONDS EAST (BEARINGS ARE DERIVED FROM COORDINATES BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE NAD 83 (2011) EPOCH 2010.0) A DISTANCE OF 1004.03 FEET TO THE NORTHWEST CORNER OF THE PARENT TRACT DESCRIBED

IN INSTRUMENT NUMBER 2001-5977 AND RECORDED IN THE OFFICE OF THE RECORDER, HAMILTON COUNTY, INDIANA; THENCE ALONG THE NORTH LINE OF SAID PARENT TRACT THE FOLLOWING THREE (3) COURSES (1) SOUTH 89 DEGREES 11 MINUTES 53 SECONDS EAST 530.99 FEET; (2) NORTH 73 DEGREES 48 MINUTES 07 SECONDS EAST 590.46 FEET; (3) NORTH 47 DEGREES 48 MINUTES 07 SECONDS EAST 292.88 FEET TO THE NORTHEAST CORNER OF SAID PARENT TRACT; THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE (5) COURSES; (1) SOUTH 00 DEGREES 52 MINUTES 07 SECONDS WEST 304.72 FEET; (2) SOUTH 00 DEGREES 34 MINUTES 00 SECONDS EAST 351.24 FEET (3) NORTH 89 DEGREES 11 MINUTES 05 SECONDS EAST 9.24 FEET; (4) SOUTH 00 DEGREES 22 MINUTES 03 SECONDS WEST 690.28 FEET TO THE SOUTH LINE OF SAID SECTION 6, SAID LINE ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7; (5) THENCE PERPENDICULAR TO SAID NORTH LINE SOUTH 00 DEGREES 31 MINUTES 46 SECONDS EAST 50.00 FEET: THENCE PARALLEL WITH SAID NORTH LINE SOUTH 89 DEGREES 28 MINUTES 14 SECONDS WEST 1333.46 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 50 MINUTES 49 SECONDS WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PART TAKEN FOR RIGHT OF WAY PURPOSES TO HAMILTON COUNTY, INDIANA PER INST. NO. 200200057522. 0.97 ACRE MORE OR LESS. EXCEPTING THEREFROM, ALL THAT LAND CONVEYED FROM VASILIS MAKRIS TO TASO'S TOYS LLC BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 22, 2012, AND RECORDED AS INSTRUMENT NO. 2012008724 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, CONTAINING 5.02 ACRES, MORE OR LESS.

CONTAINING 28.11 ACRES, MORE OR LESS, AFTER SAID EXCEPTIONS.

THE SUBJECT REAL ESTATE IS COMPRISED OF PARCEL NOS. 13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, 13-16-06-00-00-008.116, 13-16-06-00-00-008.106, 13-16-07-00-00-008.301, 13-16-07-00-00-008.401, AND 13-16-07-00-00-008.501

THIS SUBDIVISION CONSISTS OF 5 LOTS, NUMBERED 1-3, AND 5-6 ALL AS DELINEATED ON THE WITHIN PLAT. THE SIZE OF THE LOTS, COMMON AREAS, EASEMENTS, AND THE WIDTH OF THE STREETS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO A RETRACEMENT SURVEY DATED MARCH 5, 2019, PREPARED BY KAREN L. SUTTON OF WEIHE ENGINEERS, INC. AS PROJECT NO. W180801, AND RECORDED AS INSTRUMENT NUMBER 2019050646 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA

10651 Florida Rd, Fortville IN, 4640

13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, & 13-16-06-00-00-008.106

Exhibit B
Aerial Map



10651 Florida Rd, Fortville IN, 4640

13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, & 13-16-06-00-00-008.106

Exhibit C
Fiscal Plan



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a voluntary annexation of 29.04 acres, known as Geist Forest. Subject site is generally located Northeast of Geist Ridge and Florida Rd. (ANX-22-10)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #: 041723E		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 \$:	
	Expenditure \$:	
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Hold Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading / Public Hearing - City Council August 21, 2023- Proposed Fiscal Plan / Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council approve the Fiscal Plan and hold final reading for the annexation Geist Forest.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 041723E
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 29.04 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 June 19, 2023, 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 August 21, 2023 in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-13, the Common Council adopted a Written Fiscal Plan for the Annexed Territory; and

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the Geist Forest Subdivision.

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 29.04 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 Forest Subdivision, is hereby annexed to and declared to be a part of the City of Fishers, Indiana.
- Section 2.** **Council District.** The above-described real estate is hereby assigned to City Council District 1 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 September 21, 2023 and as provided by Indiana law.

ORDINANCE NO. 041723E

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 21st day of August 2023

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____, 2023 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

A PART OF THE SOUTHEAST QUARTER OF SECTION 6 AND A PART OF THE NORTHEAST QUARTER OF SECTION 7, ALL IN TOWNSHIP 17 NORTH, RANGE 6 EAST, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, PER THE RETRACEMENT SURVEY PREPARED BY KAREN L. SUTTON DATED MARCH 5, 2019, AS WEIHE ENGINEERS, INC. PROJECT NUMBER W180801 AND RECORDED OCTOBER 11, 2019, AS INSTRUMENT NO. 2019050646 IN THE OFFICE OF THE HAMILTON COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 51 MINUTES 37 SECONDS EAST (BEARINGS ARE DERIVED FROM COORDINATES BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE NAD 83 (2011) EPOCH 2010.0) A DISTANCE OF 1004.03 FEET TO THE NORTHWEST CORNER OF THE PARENT TRACT DESCRIBED

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EXCEPTING THEREFROM, THAT PART TAKEN FOR RIGHT OF WAY PURPOSES TO HAMILTON COUNTY, INDIANA PER INST. NO. 200200057522. 0.97 ACRE MORE OR LESS. EXCEPTING THEREFROM, ALL THAT LAND CONVEYED FROM VASILIS MAKRIS TO TASO'S TOYS LLC BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 22, 2012, AND RECORDED AS INSTRUMENT NO. 2012008724 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, CONTAINING 5.02 ACRES, MORE OR LESS.

CONTAINING 28.11 ACRES, MORE OR LESS, AFTER SAID EXCEPTIONS.

THE SUBJECT REAL ESTATE IS COMPRISED OF PARCEL NOS. 13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, 13-16-06-00-00-008.116, 13-16-06-00-00-008.106, 13-16-07-00-00-008.301, 13-16-07-00-00-008.401, AND 13-16-07-00-00-008.501

THIS SUBDIVISION CONSISTS OF 5 LOTS, NUMBERED 1-3, AND 5-6 ALL AS DELINEATED ON THE WITHIN PLAT. THE SIZE OF THE LOTS, COMMON AREAS, EASEMENTS, AND THE WIDTH OF THE STREETS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

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10651 Florida Rd, Fortville IN, 4640

13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, & 13-16-06-00-00-008.106

EXHIBIT B
Graphic Depiction of Real Estate



10651 Florida Rd, Fortville IN, 4640
13-16-06-00-00-008.008, 13-16-06-00-00-008.103, 13-16-06-00-00-008.104, 13-16-06-00-00-008.105, & 13-16-06-00-00-008.106



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a resolution adopting the City Walk Annexation, Lot 1-7 and 9-12 (ANX-23-7)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #:		Resolution #: R082123K	
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 Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading and Public Hearing - City Council August 21, 2023 - Proposed Fiscal Plan Resolution - City Council August 21, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council approve the Fiscal Plan for the Annexation of City Walk (Lot 1-7, 9-12).	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Fiscal Plan	



MEMORANDUM

Date: August 18, 2023

From: Ross Hilleary, Dept of Planning & Zoning

To: Members of the City Council

Re: Fiscal Plan – City Walk (Lot 1-7, 9-12)

This document shall serve as the official Fiscal Plan for City Walk (Lot 1-7, 9-12), a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

(1) “The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency.”

- A. Police Department – Currently, the Hamilton County Sheriff’s Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surround areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Public Works Department – No new Right-of-Way is being proposed.

Trash collection is handled by private contractors and is not in the tax base.

When the property connects to sewer, sewage collection system for this property will be handled by Fishers Sanitary System. Property owners pay the city to treat its effluent.

The Public Works Department also will be responsible for maintenance of the storm sewer system.

- D. Community Development Department – The Community Development Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Parks and Recreation – No new city parks are planned with this development and no direct additional costs will be incurred by the Parks and Recreation Department. Park Impact Fees will be collected and access to the Nickel plate Trail is proposed.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred because of this annexation.

(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”

The expenses for this development can be paid from the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

The most recent assessed value for this property is in the chart below. Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

Lot Number	Parcel Number	Total Assessed Value
1	14-11-31-03-01-016.000	\$116,200
2	14-11-31-03-01-015.000	\$138,500
3	14-11-31-03-01-014.000	\$300
4	14-11-31-03-01-013.000	\$145,600
5	14-11-31-03-01-012.000	\$300
6	14-11-31-03-01-011.000	\$113,900
7	14-11-31-03-01-010.000	\$157,000
9	14-11-31-03-01-008.000	\$128,800
10	14-11-31-03-01-007.000	\$112,700
12, 11	14-11-31-03-01-006.000	\$218,200

(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”

Sewer service = Existing
 Water service = Existing
 Electricity service (Duke Energy) = Existing
 Phone service (AT&T) = Existing
 Cable service (Comcast) = Existing

(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”

All such services would be provided to the property immediately upon the effective date of the annexation, which is 30 days following approval by City Council, and after the petition is recorded with the Hamilton County Recorder's Office. The effective date of this annexation is anticipated to be approximately September 21, 2023.

- (5) **"That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria."**

All such services exist on the property or will be installed by 2025.

- (6) **"This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation."**

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2023 Tax Rate	2024 Tax Rate	2025 Tax Rate	2026 Tax Rate	2027 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	n/a	n/a	n/a	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) **"This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation."**

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2023 (8 Homes)	2024 (0 Homes)	2025 (0 Homes)	2026 (142 Homes)	2027 (142 Homes)
City revenue	\$0	\$0	\$0	\$0	\$681,312

- (8) **"This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation."**

This annexation will not affect other "political subdivisions" in the county not part of this annexation.

- (9) **"This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:"**

(A) "The name of the owner of the parcel."

Lot Number	Owner
1	The Village Holding Group LLC
2	The Village Holding Group LLC
3	The Village Holding Group LLC
4	The Village Holding Group LLC
5	The Village Holding Group LLC
6	The Village Holding Group LLC
7	The Village Holding Group LLC
9	The Village Holding Group LLC
10	The Village Holding Group LLC
12, 11	The Village Holding Group LLC

(B) "The parcel identification number."

Lot Number	Parcel Number
1	14-11-31-03-01-016.000
2	14-11-31-03-01-015.000
3	14-11-31-03-01-014.000
4	14-11-31-03-01-013.000
5	14-11-31-03-01-012.000
6	14-11-31-03-01-011.000
7	14-11-31-03-01-010.000
9	14-11-31-03-01-008.000
10	14-11-31-03-01-007.000
12, 11	14-11-31-03-01-006.000

(C) "The most recent assessed value of the parcel."

Lot Number	Total Assessed Value	Assessed Value: Land	Assessed Value: Improvement
1	\$116,200	\$31,900	\$84,300
2	\$138,500	\$55,200	\$83,300
3	\$300	\$300	\$0
4	\$145,600	\$61,400	\$84,200
5	\$300	\$300	\$0
6	\$113,900	\$30,600	\$83,300
7	\$157,000	\$31,900	\$125,100
9	\$128,800	\$96,900	\$31,900
10	\$112,700	\$31,900	\$80,800
12, 11	\$218,200	\$44,100	\$174,100

RESOLUTION NO. R082123K

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

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately 4.05 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 June 19, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

Section One: The Council hereby adopts the Fiscal Plan for City Walk (Lot 1-7, 9-12) Annexation, as more particularly described in Exhibit C, attached hereto and incorporated herein. This Fiscal Plan is to be adopted prior to the adoption of the annexation ordinance for City Walk (Lot 1-7, 9-12).

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

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on this 21st day of August 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 20__, at _____ pm.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

EXHIBIT A
Legal Description of Real Estate

Lots Numbered 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 and 12 in Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

Also, that right-of-way known as Circle Drive within Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

Also, that portion of right-of-way known as East 121st Street which is adjacent to Lots 11, 12 and 13, within Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

11968 & 12002 Lantern Road, 8821, 0, 8830 & 8850 Circle Drive, 8813, 8833 & 8843 E 121st Street Fishers, IN 46038

14-11-31-03-01-016.000, 14-11-31-03-01-015.000, 14-11-31-03-01-014.000, 14-11-31-03-01-013.000, 14-11-31-03-01-012.000, 14-11-31-03-01-011.000, 14-11-31-03-01-010.000, 14-11-31-03-01-008.000, 14-11-31-03-01-007.000, 14-11-31-03-01-006.000 & 14-11-31-03-01-001.000

EXHIBIT B
Graphic Depiction of Real Estate



11968 & 12002 Lantern Road, 8821, 0, 8830 & 8850 Circle Drive, 8813, 8833 & 8843 E 121st Street Fishers, IN 46038

14-11-31-03-01-016.000, 14-11-31-03-01-015.000, 14-11-31-03-01-014.000, 14-11-31-03-01-013.000, 14-11-31-03-01-012.000, 14-11-31-03-01-011.000, 14-11-31-03-01-010.000, 14-11-31-03-01-008.000, 14-11-31-03-01-007.000, 14-11-31-03-01-006.000 & 14-11-31-03-01-001.000

EXHIBIT C
Fiscal Plan



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a voluntary annexation of 4.05 acres known as the City Walk (Lot 1-7, 9-12) Annexation. Subject site is generally located east of Lantern Road along E 121 st Street and Circle Drive (ANX-23-7)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #: 061923E		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 Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading and Public Hearing - City Council August 21, 2023 - Proposed Fiscal Plan Resolution - City Council August 21, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold Final Reading and approve City Walk (Lot 1-7, 9-12) Annexation.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 061923E
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 4.05 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 June 19, 2023, 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 August 21, 2023, 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 City Walk (Lot 1-7, 9-12) Annexation.

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 4.05 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 City Walk (Lot 1-7, 9-12) 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 City Council District 3 and shall become a part thereof immediately upon the effective date of this ordinance.

ORDINANCE NO. 061923E

Section 3. **Effective Date.** This ordinance shall be in full force and effect September 21, 2023 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 21st day of August 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

EXHIBIT A
Legal Description of Real Estate

Lots Numbered 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 and 12 in Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

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Also, that portion of right-of-way known as East 121st Street which is adjacent to Lots 11, 12 and 13, within Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

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14-11-31-03-01-016.000, 14-11-31-03-01-015.000, 14-11-31-03-01-014.000, 14-11-31-03-01-013.000, 14-11-31-03-01-012.000, 14-11-31-03-01-011.000, 14-11-31-03-01-010.000, 14-11-31-03-01-008.000, 14-11-31-03-01-007.000, 14-11-31-03-01-006.000 & 14-11-31-03-01-001.000

EXHIBIT B
Graphic Depiction of Real Estate



11968 & 12002 Lantern Road, 8821, 0, 8830 & 8850 Circle Drive, 8813, 8833 & 8843 E 121st Street Fishers, IN 46038

14-11-31-03-01-016.000, 14-11-31-03-01-015.000, 14-11-31-03-01-014.000, 14-11-31-03-01-013.000, 14-11-31-03-01-012.000, 14-11-31-03-01-011.000, 14-11-31-03-01-010.000, 14-11-31-03-01-008.000, 14-11-31-03-01-007.000, 14-11-31-03-01-006.000 & 14-11-31-03-01-001.000



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a resolution adopting the City Walk Annexation, Lot 17 (ANX-23-8)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #:		Resolution #: R082123L	
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 Final Reading
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading and Public Hearing - City Council August 21, 2023 - Proposed Fiscal Plan Resolution - City Council August 21, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council approve the Fiscal Plan for the Annexation of City Walk (Lot 17)	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Fiscal Plan	



MEMORANDUM

Date: August 18, 2023

From: Ross Hilleary, Dept of Planning & Zoning

To: Members of the City Council

Re: Fiscal Plan – City Walk (Lot 17)

This document shall serve as the official Fiscal Plan for City Walk (Lot 17), a 100% voluntary annexation, as required by Indiana Code 36-4-3-13-d. The Fiscal Plan must show the following, as taken from Indiana Code:

(1) “The cost estimates of planned services to be furnished to the territory to be annexed. The plan must present itemized estimated costs for each municipal department or agency.”

- A. Police Department – Currently, the Hamilton County Sheriff’s Department is primarily responsible for law enforcement on these properties. Upon annexation of this area, the Fishers Police Department would be responsible for law enforcement. The agency would need to respond to potential emergency calls regarding theft or other criminal activity. The agency would be able to respond to any calls as part of its current operating budget, and the new residential development would not cause any financial hardship to the agency. There is no additional direct cost to the Police Department resulting from this annexation, as the agency currently services the surround areas adjacent to the new residential development.
- B. Fire Department – The Fishers Fire Department already provides fire protection and emergency medical services (EMS) to this property. Therefore, there is no additional cost to the Fire Department resulting from this annexation.
- C. Public Works Department – No new Right-of-Way is being proposed.

Trash collection is handled by private contractors and is not in the tax base.

When the property connects to sewer, sewage collection system for this property will be handled by Fishers Sanitary System. Property owners pay the city to treat its effluent.

The Public Works Department also will be responsible for maintenance of the storm sewer system.

- D. Community Development Department – The Community Development Department already provides planning and zoning services to unincorporated Hamilton County in this area (per Ordinance No. 111208, adopted November 12, 2008). Therefore, no additional costs will be incurred.
- E. Parks and Recreation – No new city parks are planned with this development and no direct additional costs will be incurred by the Parks and Recreation Department. Park Impact Fees will be collected and access to the Nickel plate Trail is proposed.
- F. Administration, Controller, Engineering, Information Technology – No additional costs to those departments will be incurred because of this annexation.

(2) “The method or methods of financing the planned services. The plan must explain how specific and detailed expenses will be funded and must indicate the taxes, grants and other funding to be used.”

The expenses for this development can be paid from the General Fund as part of general operating costs for the Police Department and Public Works Department. No specific earmark is needed.

The most recent assessed value for this property is in the chart below. Revenues would be received from the following sources: Property Taxes, County Option Income Taxes (COIT), Alcoholic Beverage Taxes, Cigarette Taxes, Vehicle Excise Taxes, Motor Vehicle Highway Taxes, and Local Road & Street Taxes.

Lot Number	Parcel Number	Total Assessed Value
17	14-11-31-03-01-001.000	\$105,000

(3) “The plan for the organization and extension of services. The plan must detail the specific services that will be provided and the dates the services will begin.”

Sewer service = Existing
 Water service = Existing
 Electricity service (Duke Energy) = Existing
 Phone service (AT&T) = Existing
 Cable service (Comcast) = Existing

(4) “That planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the corporate boundaries, will be provided to the annexed territory within one (1) year after the effective date of the annexation and that they will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the corporate boundaries regardless of similar topography, patterns of land use, and population density.”

All such services would be provided to the property immediately upon the effective date of the annexation, which is 30 days following approval by City Council, and after the petition is recorded with the Hamilton County Recorder’s Office. The effective date of this annexation is anticipated to be approximately September 21, 2023.

(5) “That services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided to the annexed territory within three (3) years after the effective date of the annexation and in the same manner as those services are provided to areas within the corporate boundaries, regardless of similar topography, patterns of land use, and

population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.”

All such services exist on the property or will be installed by 2025.

- (6) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect of the proposed annexation on taxpayers in each of the political subdivisions to which the proposed annexation applies, including the expected tax rates, tax levies, expenditure levels, service levels, and annual debt service payments in those political subdivisions for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated tax rates and categories affecting the new subdivision:

	2023 Tax Rate	2024 Tax Rate	2025 Tax Rate	2026 Tax Rate	2027 Tax Rate
County	0.2611	0.2611	0.2611	0.2611	0.2611
Township	0.0225	0.0225	0.0225	0.0225	0.0225
School District	1.2457	1.2457	1.2457	1.2457	1.2457
City	n/a	n/a	n/a	0.7215	0.7215
Library	0.0581	0.0581	0.0581	0.0581	0.0581
Solid Waste	0.0030	0.0030	0.0030	0.0030	0.0030

- (7) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. The estimated effect the proposed annexation will have on municipal finances, specifically how municipal tax revenues will be affected by the annexation for four (4) years after the effective date of the annexation.”**

Below is a list of anticipated property tax revenue to the City of Fishers over the next 4 years. There is a one-year lag between the time taxes are assessed and collected by the City.

	2023 (8 Homes)	2024 (0 Homes)	2025 (0 Homes)	2026 (142 Homes)	2027 (142 Homes)
City revenue	\$0	\$0	\$0	\$0	\$681,312

- (8) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. Any estimated effects on political subdivisions in the county that are not part of the annexation and on taxpayers located in those political subdivisions for four (4) years after the effective date of the annexation.”**

This annexation will not affect other “political subdivisions” in the county not part of this annexation.

- (9) **“This subdivision applies to a fiscal plan prepared after June 30, 2015. A list of all parcels of property in the annexation territory and the following information regarding each parcel:”**

- (A) **“The name of the owner of the parcel.”**

Lot Number	Owner
17	The Village Holding Group LLC

(B) "The parcel identification number."

Lot Number	Parcel Number
17	14-11-31-03-01-001.000

(C) "The most recent assessed value of the parcel."

Lot Number	Total Assessed Value	Assessed Value: Land	Assessed Value: Improvement
17	\$105,000	\$31,900	\$73,100

RESOLUTION NO. R082123L

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

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), in accordance with Ind. Code §36-4-3-5.1, wishes to annex an area consisting of approximately .35 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around June 19, 2023, the City Council held a duly noticed public hearing regarding the Annexed Territory;

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

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

Section One: The Council hereby adopts the Fiscal Plan for City Walk (Lot 17) Annexation, as more particularly described in Exhibit C, attached hereto and incorporated herein. This Fiscal Plan is to be adopted prior to the adoption of the annexation ordinance for City Walk (Lot 17).

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

SO RESOLVED by the Common Council of the City of Fishers, Indiana, on this 21st day of August 2023.

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

R082123L

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia C. Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the __21st__ day of __August__ 2023, at _____ pm

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

August 21, 2023
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

Lot Numbered 17 in Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

12162 Lantern Road Fishers, IN 46038
14-11-31-03-01-001.000

EXHIBIT B
Graphic Depiction of Real Estate



12162 Lantern Road Fishers, IN 46038
14-11-31-03-01-001.000

EXHIBIT C
Fiscal Plan



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a voluntary annexation of .35 acres known as the City Walk (Lot 17) Annexation. Subject site is generally located east of Lantern Road with the common address of 12162 Latnern Road (ANX-23-8)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #: 061923F		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 1 st Reading and Public Hearing
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	June 19, 2023 - 1st Reading and Public Hearing - City Council August 21, 2023 - Proposed Fiscal Plan Resolution - City Council August 21, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold Final Reading and approve	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 061923F
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 .35 acres located outside of but contiguous to the City, those areas being more particularly described in Exhibit A, attached hereto and incorporated herein, and further depicted in Exhibit B, attached hereto and incorporated herein (the “Annexed Territory”);

WHEREAS, in accordance with Ind. Code §36-4-3-5.1(e), on or around June 19, 2023, 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 August 21, 2023, 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 City Walk (Lot 17) Annexation.

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 .35 acres more or less legally described in Exhibit A attached hereto and incorporated herein, and graphically depicted in Exhibit B attached hereto and incorporated herein, generally to be known as the City Walk (Lot 17) 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 City Council District 3 and shall become a part thereof immediately upon the effective date of this ordinance.

ORDINANCE NO. 061923F

Section 3. **Effective Date.** This ordinance shall be in full force and effect September 21, 2023 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 21st Day of August 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____

Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

Exhibit A
Legal Description of Real Estate

Lot Numbered 17 in Circle Heights Addition, 1st Section, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 2, Page 201 in the Office of the Recorder of Hamilton County, Indiana.

12162 Lantern Road Fishers, IN 46038
14-11-31-03-01-001.000

EXHIBIT B
Graphic Depiction of Real Estate



12162 Lantern Road Fishers, IN 46038
14-11-31-03-01-001.000



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a voluntary annexation of 5 acres known as the Nix Property. Subject site is generally located east of Mollenkopf Road, common address 10405 Mollenkopf Road (ANX-23-9)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #: 082123C		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 1 st Reading and Public Hearing
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	August 21, 2023 - 1st Reading and Public Hearing - City Council September 18, 2023 - Proposed Fiscal Plan Resolution - City Council September 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1st Reading and Public Hearing for the Nix Property Annexation.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 082123C
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 5 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 August 21, 2023, 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 September 18, 2023, 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 Nix Property Annexation.

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 5 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 Nix Property 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 City Council District 1 and shall become a part thereof immediately upon the effective date of this ordinance.

ORDINANCE NO. _____

Section 3. Effective Date. This ordinance shall be in full force and effect October 22, 2023 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 18th Day of September 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

ORDINANCE NO. _____

Exhibit A
Legal Description of Real Estate

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 5 EAST, HAMILTON COUNTY, INDIANA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID QUARTER QUARTER SECTION SOUTH 0 DEGREES 07 MINUTES 31 SECONDS WEST 906.76 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 27 MINUTES 24 SECONDS EAST 660.86 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 31 SECONDS WEST 411.96 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89 DEGREES 27 MINUTES 24 SECONDS WEST 330.86 FEET ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 0 DEGREES 07 MINUTES 31 SECONDS EAST 165.00 FEET PARALLEL TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89 DEGREES 27 MINUTES 24 SECONDS WEST 330.00 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 0 DEGREES 07 MINUTES 31 SECONDS EAST 246.96 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, 5.00 ACRES.

10405 Mollenkopf Road Fishers, IN 46037
13-15-08-00-00-025.006

ORDINANCE NO. _____

EXHIBIT B
Graphic Depiction of Real Estate



10405 Mollenkopf Road Fishers, IN 46037
13-15-08-00-00-025.006



Council Action Form

MEETING DATE	August 21, 2023			
TITLE	Request to approve a voluntary annexation of 3.37 acres known as the Kaley Property. Subject site is generally located north of 126 th Street, common address 8460 E 126 th Street (ANX-23-10)			
SUBMITTED BY	Name & Title: Megan Vukusich, 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 #: 082123D		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 Deny Approval Option)	1.	Hold 1 st Reading and Public Hearing
	2.	Continue
	3.	Take no action
	4.	
PROJECT TIMELINE	August 21, 2023 - 1st Reading and Public Hearing - City Council September 18, 2023 - Proposed Fiscal Plan Resolution - City Council September 18, 2023 - Proposed Final Reading - City Council	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that Council hold 1st Reading and Public Hearing for the Kaley Property Annexation.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Draft Ordinance	

ORDINANCE NO. 082123D
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 3.37 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 August 21, 2023, 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 September 18, 2023, 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 Kaley Property Annexation.

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 3.37 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 Kaley Property 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 City Council District 2 and shall become a part thereof immediately upon the effective date of this ordinance.

ORDINANCE NO. _____

Section 3. **Effective Date.** This ordinance shall be in full force and effect October 22, 2023 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 18th Day of September 2023.

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

YAY

NAY

ABSTAIN

	John Weingardt, President		
	Cecilia Coble, Vice President		
	C. Pete Peterson, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	Jocelyn Vare, Member		
	Crystal Neumann, Member		
	David Giffel, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2023, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

ORDINANCE NO. _____

Exhibit A
Legal Description of Real Estate

DESCRIPTION OF REAL ESTATE INST. #2007063746

A PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 4 EAST LOCATED IN DELAWARE TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 4 EAST, SAID POINT BEING SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST (ASSUMED BEARING) 1640.70 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (HARRISON MARKER FOUND); THENCE NORTH 00 DEGREES 25 MINUTES 15 SECONDS WEST 892.13 FEET TO THE SOUTHWESTERLY CORNER OF A TRACT OF REAL ESTATE DESCRIBED AS TRACT 1, IN INSTRUMENT NO. 9014324 RECORDS OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 85 DEGREES 35 MINUTES 45 SECONDS EAST 538.78 FEET ON AND ALONG THE SOUTH LINE OF SAID TRACT OF REAL ESTATE TO THE CENTERLINE OF A CREEK, SAID POINT ALSO BEING THE WESTERLY LINE OF SAID TRACT OF REAL ESTATE; (THE FOLLOWING THREE COURSES AND DISTANCE ARE ON A LINE TRAVERSING THE APPROXIMATE CENTER LINE OF SAID CREEK AND ARE FOR MATHEMATICAL CLOSURE ONLY, THE ACTUAL BOUNDARY OF THIS TRACT OF REAL ESTATE FOLLOWS THE MEANDERING OF SAID CREEK); (1) THENCE SOUTH 59 DEGREES 42 MINUTES 45 SECONDS WEST 27.89 FEET; (2) THENCE SOUTH 21 DEGREES 39 MINUTES 45 SECONDS WEST 144.90 FEET; (3) THENCE SOUTH 03 DEGREES 15 MINUTES 14 SECONDS EAST 75.42 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 416.94 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST 625.87 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 40 SECONDS WEST 45.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.37 ACRES, MORE OR LESS.

8460 E 126th Street Fishers, IN 46038
14-10-25-00-00-009.000

ORDINANCE NO. _____

EXHIBIT B
Graphic Depiction of Real Estate



8460 E 126th Street Fishers, IN 46038
14-10-25-00-00-009.000

Form Name: Public Meeting Comment Form
Submission Time: August 8, 2023 10:05 am
Browser: Chrome 115.0.0.0 / Windows
IP Address: 98.220.131.75
Unique ID: 1129237189
Location: 39.9594, -86.0199

Name	XXXXXXXXXX XXXXXXXXXX
Address	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXX, IN 46009XXXX
Email	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
Subdivision or business name	Meadowbrook Village
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Sep 21, 2023
Project Name/Resolution Number	2024 Budget 1st Reading
Comment	1. Financial impact of proposed arena, feasibility study results on occupancy rate and generated revenue 2. Environmental impact study and residential impact of new recreational center to be built on Hoosier Road.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	August 21, 2023 12:47 am
Browser:	Mobile Safari 15.6.1 / iOS
IP Address:	68.38.172.217
Unique ID:	1133594210
Location:	40.0565, -86.0159

Name	XXXXXXXXXXXX
Address	XXXXXX XXXXXX XXXXXX XXX
Email	XXXXXXXXXXXX
Subdivision or business name	Walnut Creek
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Aug 21, 2023
Project Name/Resolution Number	Street repair
Comment	There is a serious problem with the hilly part of Fortune Drive in the Walnut Creek subdivision. (This is near 106th and Cumberland.) The land under the road must not be stable and solid because slabs of concrete have sunk making the seams between slabs very bumpy. Some of the worst slabs have been replaced over the last few years, but new areas keep appearing. We need for the budget to include funds to do a major rebuild of many parts of the road. Currently, the main problem is the east/ west portion near Andrews Place. Thanks in advance for your consideration of this project.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	August 21, 2023 8:06 am
Browser:	Mobile Safari 16.6 / iOS
IP Address:	184.170.166.138
Unique ID:	1133647637
Location:	39.9564, -85.9651

Name	XXXXXXXXXX XXXXXXXXXX
Address	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX Fishers, IN 46037
Subdivision or business name	Walnut creek subdivision
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Aug 21, 2023
Project Name/Resolution Number	Neighborhood concrete Road repaving
Comment	The concrete roads within the Walnut Creek subdivision have reached a level of disrepair that is dangerous for cyclists and motorists. We ask that the upcoming budget includes repaving these roads.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name: Public Meeting Comment Form
Submission Time: August 21, 2023 9:15 am
Browser: Chrome 115.0.0.0 / Windows
IP Address: 73.103.244.219
Unique ID: 1133665674
Location: 40.0565, -86.0159

Name XXXXXXXXXXXXXXXXXXXXXXXXXX

Address XXXXXXXXXXXXXXXXXX
XXXXXXX
XXXXXXX

Email XXXXXXXXXXXXXXXXXXXXXXXXXX

Subdivision or business name Walnut Creek

Please select the meeting to which you would like to submit a public comment City Council

Meeting Date Aug 21, 2023

Project Name/Resolution Number Walnut Creek Streets

Comment The streets of Walnut Creek, especially Fortune Dr, are in dire need of a rebuild. The streets have large potholes and sunken areas that have been repaired time and time again with little to no effect. The asphalt patches do not last and the street is unpleasant to drive on and loud for the neighbors living along it. This street is used as a cut-through to adjacent neighborhoods and is also part of the daily bus route for students. It becomes an icy mess during the winter because the snow cannot be plowed properly with the uneven street surface.

Please rebuild Walnut Creek streets as part of the 2024 budget.

Would you like to receive email communications and updates from the City of Fishers? Yes

Form Name:	Public Meeting Comment Form
Submission Time:	August 21, 2023 9:45 am
Browser:	Mobile Safari 16.6 / iOS
IP Address:	184.170.166.158
Unique ID:	1133676434
Location:	39.9564, -85.9651

Name	XXXXXXXXXX
------	------------

Address	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX Fishers, IN 46038
---------	---

Email	XXXXXXXXXX@gmail.com
-------	----------------------

Subdivision or business name	Walnut Creek
------------------------------	--------------

Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety City Council Finance Committee
--	---

Meeting Date	Aug 21, 2023
--------------	--------------

Project Name/Resolution Number	Walnut Creek- Street Repair
--------------------------------	-----------------------------

Comment	Our family is requesting that the neighborhood streets through Walnut Creek be considered for repair. Not only are the concrete streets an eyesore, they are also a safety hazard. Our family of 5 enjoys biking but I am hesitant for my children to ride in our own neighborhood. I worked in healthcare for many years and saw too often the trauma that uneven pavement can cause for bicyclists, including brain injuries, broken bones, and paralysis. Our streets have many areas that a little asphalt patch isn't fixing, it's only creating more uneven spots. I am sure it will effect our property value as well, it certainly doesn't look good and gives quite a bumpy drive. I would think the snow plows in winter find it quite challenging as well. Please consider rehabbing our streets to keep our neighborhood beautiful and thriving!
---------	---

Would you like to receive email communications and updates from the City of Fishers?	Yes
--	-----

Kehl, Jennifer

From: Valois, Lorena
Sent: Monday, August 21, 2023 9:56 AM
To: Kehl, Jennifer
Cc: Hall, Kara; Bradford, Lisa
Subject: FW: Public Meeting Comment Form

Forwarding a new notification below , cc'ing Kara and Lisa as a heads up.

Sincerely,
Lorena Valois

LORENA VALOIS

Controller Staff I, Controller's Office

317.537.8237

valoisl@fishers.in.us

3 Municipal Drive, Fishers, IN 46038



From: noreply@formstack.com <noreply@formstack.com>
Sent: Monday, August 21, 2023 9:54 AM
To: Valois, Lorena <valoisl@fishers.in.us>
Subject: Public Meeting Comment Form

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



Formstack Submission For: Public Meeting Comment Form

Submitted at 08/21/23 9:54 AM

Name: XXXXXXXXXXXX

Address: XXXXXXXXXXXX
XXXX-XXXX-XXXX-XXXX
XXXX-XXXX-XXXX-XXXX

Email: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Subdivision or business name:	Walnut Creek
Please select the meeting to which you would like to submit a public comment:	Board of Public Works and Safety Finance Committee
Meeting Date:	Aug 21, 2023
Project Name/Resolution Number:	Walnut Creek street modernization
Comment:	The roads in my neighborhood -- Walnut Creek -- need to be replaced. They are a nuisance to drivers and a safety hazard to walkers, runners, bicyclists, and skateboarders. The roads include Fortune Dr, Andrew's Place, and Claymount Lane. A walk along the roads, in particular Fortune Drive, reveals uneven panels, numerous cracks, and the city's attempts to put temporary patches over the problems -- by putting asphalt on top of the concrete. This effort is needed, but is expensive enough that it will need to be planned for in the 2024 budget. Thank you for your attention in this matter.
Would you like to receive email communications and updates from the City of Fishers?:	Yes

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