



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

Members of the public may [submit comments online](#) before 12pm on Monday, July 15, 2024.

BOARD/COMMISSION: City Council Meeting

DATE: 7/15/2024

DIRECTIONS: Fishers City Municipal Building - Theater, One Municipal Drive, Fishers, IN 46038

1. EXECUTIVE SESSION

a. NONE

2. WORK SESSION, 6:15p.m., Nickel Plate Conference Center

a.

- Southeast Fishers Annexation
- HSE Innovation Grant Update

REGULAR CITY COUNCIL MEETING, 7:00 p.m., Fishers City Hall Theater, One Municipal Drive, Fishers, IN 46038

3. Meeting Called to Order with the Pledge of Allegiance

4. Announcements

5. Proclamations

6. Presentations

- a. 4 a. HSE Boy's Lacrosse State Champions
- b. 4b. HSE Girl's Softball State Champions

7. Council Committee Reports

- a. 5a. Finance Committee Report
- i. Finance Committee Report

8. Department Reports

- a. 6a. Health Department Report
- i. Health Department Report

9. Consent Agenda

- a. 7a. Request to approve the previous meeting minutes for **June 17, 2024.**
- i. Minutes - 06-17-2024
- b. 7b. **R071524** - A Resolution of the Common Council Authorizing the City Controller to Transfer Certain Funds.
- i. City Funds Transfers - Council Action Form - R071524
- ii. City Funds Transfers - Exhibit A - R071524
- iii. City Funds Transfers - Resolution - R071524

10. Regular Agenda - Budget/Financial

- a. 8. **R071524A** - A Request to Approve Additional Appropriation (Health Department) – **Public Hearing**
- i. Additional Appropriation of Health Dept Funds - Council Action Form - R071524A
- ii. Additional Appropriation of Health Dept Funds - Exhibit A - R071524A
- iii. Additional Appropriation of Health Dept Funds - Exhibit B - R071524A
- iv. Additional Appropriation of Health Dept Funds - Resolution - R071524A
- b. 9. **071524** - A Request to Approve Amendment to 2023 GO Bond – **1st, 2nd, 3rd Reading**
- i. Amendment to General Obligation Bonds, Series 2023 Bond Ordinance 43807233.1 - Council Action Form - 071524
- ii. Amendment to General Obligation Bonds, Series 2023 Bond Ordinance 43807133.1- Ordinance - 071524

11. Regular Agenda - Economic Development

- a. 10. **R071524B** - A Request to Approve an Economic Development Agreement
 - i. INCOG Expansion - 0 - CAF - R071524B
 - ii. INCOG Expansion - 2 - Exhibit A, EDA - R071524B
 - iii. INCOG Expansion - 1 - Resolution - R071524B

12. Regular Agenda - Government/Miscellaneous

- a. 11. **071524A** - An Amendment to Section 32.05 of the City of Fishers Code of Ordinances (Health Department).
 - i. Amending Health Code - Department of Health 07.24- 43815896.1 - Ordinance - 071524A
- b. **12. R071524C** - A Request to Approve an Interlocal Agreement (Median Landscape)
 - i. Agreement with Hamilton County regarding Landscaping and Maintenance - Council Action Form - R071524C
 - ii. Agreement with Hamilton County regarding Landscaping and Maintenance - Exhibit A - R071524C
 - iii. Agreement with Hamilton County regarding Landscaping and Maintenance - Resolution - 071524C

13. Regular Agenda - Planning & Zoning

14. Regular Items - Any other Unfinished / New Business

15. Regular Items - Community Comment

- a. Community Comments - 07-15-2024

16. Regular Items - Meeting Adjournment

City of Fishers
Finance Committee Meeting
Minutes
July 15, 2024

BOARD/COMMISSION: City of Fishers Finance Committee

DATE: 7/15/2024

DIRECTIONS: Fishers Municipal Complex Auditorium, 1 Municipal Dr, Fishers, Indiana 46038

FINANCE COMMITTEE MEETING, 6:30 p.m., Fishers Municipal Complex Auditorium

1. Meeting Called to Order

- The Meeting was call to order by John Weingardt at 6:00 PM
- Present were Bill Stuart, John DeLucia, Brad DeReamer, John Weingardt, Jordin Alexander, Todd Zimmerman, Lisa Bradford, Mayor, Elliott Hultgren, and Lindsey Bennett.

2. Announcements

- None

3. Consent Agenda

- a. Request to review the previous meeting memoranda:
 - I. [Minutes for May 20, 2024](#)
- b. **R071524** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds:
 - Selina Stoller made a motion to send the Consent Agenda to the full council for approval. John DeLucia seconded the motion. There was no remonstrance, and all members present voted yay. The motion passed.

RESOLUTIONS:

4. **R071524A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health Department Funds to the City of Fishers Municipal Budget:
 - Selina Stoller made a motion to send resolution **R071524A** to the full council for approval. Bill Stuart seconded the motion. There was no remonstrance, and all members present voted yay. The motion passed.

ORDINANCES:

5. **071524** - A Request to Approve Amendment to 2023 GO Bond:
 - Bill Stoller made a motion to send ordinance **071524** to the full council for approval. Selina Stoller seconded the motion. There was no remonstrance, and all members present voted yay. The motion passed.

Regular Items

6. Any other Unfinished / New Business

- The 2025 Budget timeline for the department timelines will remain the same as 2024.
- The city had a clean audit

7. Meeting Adjournment

- Bill Stuart made a motion to adjourn the meeting. John DeLucia second the motion. Ther was no remonstrance, and all members present voted yay. The motion was passed.
- The meeting was adjourned at 6:09 PM

Respectfully submitted,

A handwritten signature in black ink that reads "Ami Webb". The signature is written in a cursive, flowing style.

Ami Webb
Administrative Assistant

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

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

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

Meeting Date: 7/15/2024

RESOLUTIONS

1. **R071524** - A Resolution authorizing the Common Council Authorizing the City Controller to Transfer Certain Funds.

Committee Recommendation:

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

2. **R071524A** - A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health Department Funds to the City of Fishers Municipal Budget:

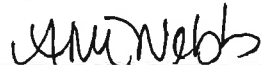
Committee Recommendation:

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

ORDINANCES:

3. **071524** - A Request to Approve Amendment to 2023 GO Bond

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

ATTEST: 
Ami Webb, Administrative Assistant

This instrument was prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.



Fishers Health Department Update – 7/15/2024

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

- Budget for 2025 submitted to and approved by IDOH. Will submit for council approval with regular 2025 budget.
- Funding for 2025 should be double the \$1,001,725.50 received in 2024. All counties have now opted in.

Community Health Assessment:

- Continuing work on health assessment and readiness for accreditation process.
- 2023 Annual Report is complete and available on FHD website at <https://health.fishersin.gov/wp-content/uploads/sites/4/2023-Annual-Report.pdf>.

Core Health Services

- Immunizations & Testing: 177 patients seen for immunizations and testing services in June, including one pop-up event with FYAP. Demand for tuberculosis testing (61). Zero COVID-19 and blood lead tests administered.
- 48 active reportable conditions managed at a steady pace and monitored for outbreak potential. Pertussis (whooping cough) activity currently in an area daycare. FHD is managing with IDOH and has sent notification and guidance to those affected. Pertussis is a vaccine-preventable disease that can be deadly to young children, especially those under 6 months of age.
- Finished credentialing to accept insured patients for all services (currently accept most insurance coverage for vaccines only via third party).

Health Education

- Six health education sessions offered in June to 707 individuals.
- Teen Public Health Academy July 15 – 19, 2024, with 19 total students.

Mental Health

- [Stigma Free Fishers](#) platform & [Community Resource List](#) continue to see increase in usage and awareness. Since launch 11,353 unique users and 13,462 sessions. This year 4,211 unique users with 4,959 sessions, majority from Fishers and surrounding area, female, and younger than 25 years of age. 44% of users under age 18. Most common topic centers, resources, and assessments used so far in 2024 on depression (50%), anxiety (18%), and alcohol use/addiction/recovery (9%).

Environmental Health & Inspections

- Check out the [Food Grade and Inspection Dashboard](#) for most recent grades and inspection reports. To date, graded 357/361 permanent establishments (309 A, 30 B, 8 C). Graded 4/58 food trucks (4 A). Graded 0/57 temporary establishments.



Community Outreach and Social Media

- Follow us on Facebook, X, and now Instagram to see our new look and feel. You + We = Us
- Engage with us at upcoming Farmer’s Markets and events Before the Bell, Health & Wellness Day, Club Day.
- Hosted back-to-school vaccine event at Fishers Youth Assistance Summer Meal Program.

Public Health Social Work

- Social worker and community health advocates connecting individuals to services and care for substance use disorder, disability resources, mental health counseling, caregiver support, home health care, assisted living, and more. June 2024 had 71 unique individuals with 93 encounters, of which 81 referrals to community resources.
- All FPD emergency detention individuals automatically referred to social worker for enhanced support on mental health crises; 77 individuals year to date.



- Fall prevention program phase 1 implemented with in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home, expanded program to include FFD smoke alarm participants who are often at high risk for falls due to age. Phase 2 for falls management programs in extended care facilities moving forward. Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being offered daily in clinic. Program offers on-site social work support to any clinic patient with referrals to organizations for support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy. To date, 263 individuals have completed the needs assessment.

Grants and Funding:

- Increase in funding for immunization related activities received through VFC grant from IDOH, supports nurses and outreach activities.
- Received Public Health Emergency Preparedness grant from IDOH to promote and support emergency preparedness and support response activities. Partially supports staff salary and benefits
- Signed contract with Indiana Health Information Exchange to provide access to integrated medical records in support of core health services activities. Implementation and year one fees covered by IDOH.
- School-based student-led club grant portal to open in July. All school-based clubs eligible to apply for awards up to \$500 per calendar year for health or service-focused projects.
- Health department distributed contracts to community agencies focused on access to care and prevention efforts. Contracts with: Shepherd's Center of Hamilton County, Trinity Free Clinic, and Breathe Easy Hamilton County.
- All health department contracts and positions are posted here:
<https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> for 30 days before signature per Indiana Code.

Open Positions

- Three interns for summer have focused on maternal and child health, health education and outreach, and environmental health support on public/semi-public pools, vectors, and open water sampling.
- Filled open public health nurse role with School Health Liaison responsibilities. New staff member to start week of August 5, 2024.
- All available positions are posted for a minimum of 30 days here:
<https://www.governmentjobs.com/careers/fishersin> and here:
<https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> per Indiana Code.





health crises; 65 individuals year to date.

- Fall prevention program phase 1 implemented with in-home risk assessments, minor modifications, and referrals to reduce risk of fall in home. Phase 2 for falls management programs in extended care facilities moving forward, currently scheduling meeting among FFD EMS, Executive Directors of facilities and FHD to offer tailored programming support for fall reduction in facilities. Matter of Balance course in collaboration with Purdue University for residents in September and October.
- Social needs assessment to identify barriers to physical, mental, and social well-being offered daily in clinic. Program offers on-site social work support to any clinic patient. To date, 217 individuals have completed the needs assessment and referred to organizations for support with employment, connection to medical care providers, assistance with food/housing/financial insecurity, social isolation, and literacy.

Grants and Funding:

- Increase in funding for immunization related activities received through VFC grant from IDOH. Supports nurses and outreach activities.
- School-based student-led club grant portal to open in July. All school-based clubs eligible to apply for awards up to \$500 per calendar year for health or service-focused projects.
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Open Positions

- Three college interns for summer focusing on maternal and child health, health education and outreach, and environmental health support on public/semi-public pools, vectors, and open water sampling.
- Vacant Public Health Nurse position posted, replaces previous nurse with School Health Liaison responsibilities. Conducting interviews through 6/21/24. Position information is here: <https://www.governmentjobs.com/careers/fishersin/jobs/4498902/public-health-nurse-school-liaison?page=2&pagetype=jobOpportunitiesJobs>
- All available positions are posted for a minimum of 30 days here: <https://www.governmentjobs.com/careers/fishersin> and here: <https://app.smartsheet.com/b/publish?EQBCT=0e1d1aa1427b4be39bd2c23e34d6086f> per Indiana Code.

Form Name:	Public Meeting Comment Form
Submission Time:	June 2, 2024 7:34 am
Browser:	Chrome Mobile 125.0.0.0 / Android
IP Address:	104.5.163.179
Unique ID:	1231383630
Location:	40.0565, -86.0159

Name	Rick Hanke
Address	8278 Summit Peak Ave Fishers, IN 46038
Email	rick_hanke62@yahoo.com
Subdivision or business name	Overlook @ White River
Please select the meeting to which you would like to submit a public comment	City Council Plan Commission Meeting Planned Unit Development Committee Meeting Plat Committee
Meeting Date	Jun 05, 2024
Project Name/Resolution Number	Overlook @ White River Community

Comment

I would like to understand "why" the City of Fishers, would "approve" a new PUD, developed by D.R. Horton, which has resulted in off street parking issues, as well as city, county & state violations?

Most roads located in the Overlook @ White River Community, are too narrow to allow for off street parking. Residents, and their guests park in front of Fire Hydrants, block mail box access, as well as driveways.

The Fisher's PD, states "Not" our problem, you are a private PUD". The Fisher's FD, states "Not" our problem, you are a private PUD". The Overlook @ White River HOA looks the other way, because they know there is not enough guest parking.

And we pay city taxes WHY, when we receive no city services?

I gave the HOA Board at White River a "Solution" to solve the guest parking issue by redesigning the Southern berm in 2021, but it fell on deaf ears, because it would require real effort and some money.

The day will come when a fire truck is hindered in getting to an emergency in the Overlook @ White River Community, resulting in precious time lost, which could cost a life or additional damage to property.

Side note D.R. Horton, is replacing failed concrete curbing and side walks, to get their Performance Bond returned. Who determined who received the new curbing and who did not? Seems somebody "Missed " some properties.

Thank You for listening Not that I expect you do anything. What a "Shock" that would be.

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

Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 4, 2024 6:39 pm
Browser:	Safari 17.5 / OS X
IP Address:	71.46.85.222
Unique ID:	1232276797
Location:	39.9714, -86.1295

Name	Elaine Rose
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Address	16073 Tuscany Ct. Fishers, IN 46037
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Email	elaine2018rose@gmail.com
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Subdivision or business name	Britton Falls
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Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council Finance Committee Plan Commission Meeting Planned Unit Development Committee Meeting Plat Committee Redevelopment Authority Redevelopment Commission Technical Advisory Committee
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Meeting Date	Jun 17, 2024
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Project Name/Resolution Number	Meijer Grocery Store/Gas Station
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Comment	I didn't realize when I built my home in Britton Falls in 2018 that it was 6 miles to the closest grocery and gas station. I'm excited to learn that Meijer will be erecting both of those at the intersection of Southeastern Parkway and Cynthiaanne Road. The pick-up and delivery options will also be helpful. Looking to the future, you may want to consider an EV Charging Station. Customers could shop for groceries, while their vehicle is charging. A WIN-WIN situation.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 5, 2024 6:25 pm
Browser:	Chrome 125.0.0.0 / Windows
IP Address:	71.46.85.53
Unique ID:	1232656456
Location:	39.9714, -86.1295

Name	Gerald Strohm
Address	15698 Whelchel Springs Drive Fishers, IN 46037
Email	am2zlimit@sbcglobal.net
Subdivision or business name	Whelchel Springs
Please select the meeting to which you would like to submit a public comment	City Council Parks Advisory Committee Plan Commission Meeting
Meeting Date	Jul 10, 2024
Project Name/Resolution Number	Meijer Grocery

RE: New Meijer Grocery at the corner of Southeastern Parkway and Cyntheanne Road.

1) The presentation from Meijer was extremely lacking important information and actual photos from one of their existing Neighborhood markets. So, we took the opportunity to visit the new Meijer at Little Chicago/Hazel Dell Parkway and Route 32 in Noblesville.

Both of these roads are 4 lanes with additional turn lanes. Route 32 is also 4 lanes as it approaches Meijer both east and west. There is a traffic light at the intersection. Comparatively Cyntheanne and Southeastern are only two-lane roads in all directions with a roundabout.

There is a CVS on the corner at the Noblesville location with the Meijer gas station being built right next to it. Comparatively Meijer chose to build locate the gas pumps and convenient mart right next to our Historic 100-year-old Schoolhouse Café.

There are no major housing developments, schools, or parks close to the new Noblesville Meijer. There are major retail stores and a car wash being built across the street on the South side of RT. 32.

Comparatively Meijer chose to build the Fishers Meijer right across the street from Hamilton Southeastern Middle School, and our beautiful Cyntheanne Park, and near an elementary school, and Major housing addition, and a 100 year old Historic School House.

..... Quite a Contrast.

Note: I thought it was interesting that Meijer conveniently did not show the Middle or Elementary schools, or the Parks, or Wheelchairs homes, or the school House on there diagrams.

2) The new Noblesville Meijer store seemed to Tower over the desert like Parking lot. The front of the store must be 40 ft. high. The parking lot is huge and ugly. The landscaping they promised is a joke compared to the drawings and slides they showed to the Fishers Planning. The land was stripped with no major trees left except for the ones on the corner on the CVS property. All the beautiful trees at the Fishers proposed location will have to be ripped down to make way for the detention area and delivery access and truck traffic behind the store.

Our beautiful park like area in Fishers will be turned into the retail desert. All our trees that took 20 to 30 years to grow will be gone. All the fertile land stripped.

3) Meijer did not discuss any elevations at the meeting. The new Noblesville Meijer is elevated on a plateau and raised considerably from street level. The parking lot lights will also be elevated to make the down lighting somewhat ineffective. Almost 100 parking places plus the 18 Gas Station spots are angled directly at Wheelchairs Spring Homeowner's Bedrooms, Family rooms and Kitchens. This Head lights glare along with the extra traffic headlights from the exits and Roundabout traffic will be

miserable for homeowners.

Particularly with the store and gas station open from 6am until midnight. Meijer gas stations on East 96th street and McCordsville are open 24 hrs. Some also sell propane and Kerosine. Luckily the wind blows Northeast away from neighborhoods, but unfortunately all the fumes will blow toward Southeastern Junior High school and Cyntheanne Park

4) Parking lot size is immense. The proposed parking for Fishers 75,000 sq. ft. Meijer has almost 500 parking spaces. Comparatively the 225,000 sq. ft. store on east 96th street has 750 parking spaces, why so many parking spaces?

Is store expansion in future plans? Why is there double the parking at the convenient store? Will they sell beer and liquor? Meijer probably has already contacted the owners of the two large parcels next to their proposed Southeastern location.

5) There was no mention from Meijer of what was going to be in the Two Out buildings @ 4000 Sq. Ft and 5000 sq. ft. with 34 and 41 additional parking spaces. Also, it looks like their could be space for more outbuildings next to the Schoolhouse café and the added North West section of the property on Cyntheanne Rd.

6) Landscaping on the new Meijer on Noblesville was a joke compared the diagrams, renderings, and descriptions. The landscaping was baron with the smallest bushes and sticks for trees. There was no attempt to make this blend in with the environment.

There was no mention of ongoing Irrigation, fertilization, or maintenance to stimulate tree, shrub and lawn growth. We can't help but wonder how many large trees will Meijer leave standing, or will they strip the land bare like the Noblesville Meijer.

I talked with Meijer representative after the last planning/council mtg. They indicated they have plans are to build up a 4ft. landscaping berm. We really need a 8 ft. berm with three layers of bushes and large trees. The current residents don't want to wait 20 years for the greenery to grow. Can there be pleasingly visual sound barrier wall built along Southeastern?

7) This location is so obviously different than the proposed location across from Whelchel Springs and Hamilton Southeastern Junior High with over 1200 students and just up the street from Southeastern Elementary school with over 800 students. Also, diagonally across from Cyntheanne Park with over 400 parking spaces that are filled on the weekends with young players and families for either Soccer, Lacrosse, or football.

This area Meijer is proposing should be allocated for more parks recreation and enjoying quiet peaceful Family time and education.

8) Meijer said they did a traffic survey of the area. I am surprised they did not mention Safety. We all can foresee the tremendous congestion, traffic, and noise to our community. Both Southeastern Ave and Cyntheanne are only two lane roads. The new Meijer in Noblesville is at a traffic light

intersection with 5 lanes in all four directions. Also note that Meijer completed their survey before the 500 plus homes are completed within a few square miles of the proposed site. Did they do a survey on weekends and consider traffic from Cyntheanne Park diagonal across from the proposed Meijer.

Did they conduct a traffic survey during rush hour and beginning and ending school days with over many motorists, teachers and 2000 students trying to get to school and work.

The new Meijer proposal will add 4 more retail entrance/exits to an already very busy intersection. There now will be a total of 18 exits and entrances that will be within 1500 ft. along both sides the project: 4 School, 4 Meijer, 1 Park, 4 roundabout, 2 Schoolhouse Café, 1 Church, and 2 other commercial zoning on the North east side of the traffic circle. Not to forget the other large land parcels for future retail along Southeastern Parkway.

9) Truck and Delivery traffic will increase and at what hours. The trucks cannot make a left turn coming Southeast on Southeastern. They will have continue down and around the traffic circle and head North on Cyntheanne. They will have to make a left at Southeastern Middle school entrance. These deliveries are both from semi's, box trucks, and other delivery vehicles like Coke, Pepsi, Frito lay and other vendors. Ther will also be separate delivery trucks to the service station, convenient mart, and whoever they lease to for the two outer perimeter buildings. This truck traffic will start early morning, and possibly at night. These delivery trucks tend to leave their vehicles running, especially in cold weather. Diesel smell will permeate our clean air along with gas, propane, and kerosine smells from the gas station.

Our two lane roads are not designed to handle the Increased traffic.

Our Park like beautiful neighborhoods, parks, and schools are not designed to handle this devastating and destructive project.

Other Questions to consider:

- a) Will we need additional stop lights?
- b) Will we need additional police traffic control coverage when school starts or ends each day?
- c) Will Fishers need additional funds to Build another fire station?
- d) Will Fishers have to contribute funds to widen roads to four lanes plus a fifth turn lane on Southeastern and Cyntheanne in all directions.
- e) Will Fishers have to install raised cross walks for pedestrians like on 126th street.
- f) How will we insure the safety of our 2000 school students (across and up the street from Meijer). There will be a percentage crossing the street to go to the Meijer complex. There are no pedestrian cross walks in the proposal.

The current cross walks at the traffic circle are too dangerous to cross four lanes.

The raised landscaping blocks partial traffic visibility for pedestrian

visibility.

g) Has Meijer contacted adjacent owners for possible future expansion

10) In Conclusion:

We ask the Mayor and City Council, and Plan Commission of Fishers to please:

"Vote No"

on the proposed new Meijer in Southeastern Fishers.

However please consider this land for Park or recreation expansion as a

Southeastern Hub of Beautification of Fishers, one of the best cities to live in.

Thank You

Gerald Strohm
15698 Whelchel Drive
Fishers Indiana 46037

317 698 9578

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

Yes

DATE: JUNE 17, 2024

	PLEASE PRINT NAME	STAFF/ BUSINESS NAME / RESIDENT ADDRESS / OTHER
1	Ross Reinhardt	Resident
2	Matt Gerberich	11012 Fairway Ridge Lane
3	Sue Angly Fullmer	13857 Camp Lap
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Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R071524	
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										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	240	07/16/2024	FD	R071524	BUA FDSprngCmp	1 1				
1	10105016	43100			General Fund - Extern Affairs Professional Services		26,200.00	-12,076.53	14,123.47	
	1010.501.56.000.43100.				Spring break fire camp		07/16/2024			
2	10105016	42200			General Fund - Extern Affairs Operating Supplies		31,000.00	12,076.53	43,076.53	
	1010.501.56.000.42200.				Spring break fire camp		07/16/2024			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	260	07/16/2024	PW MVH	R071524	BUA PWSupplies	1 1				
1	20109011	44920			MVH - PW Streets	Capital Expenses	50,000.00	-33,405.00	16,595.00	
	2010.901.91.000.44920.					To pay supply expenses	07/16/2024			
2	20106191	42200			Motor Vehicle Highway - IC/STSO	Operating Supplies	289,080.00	33,405.00	322,485.00	
	2010.610.91.000.42200					To pay supply expenses	07/16/2024			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	268	07/16/2024	HDGrnt	R071524	BUA HDCvdSuSal	1 1				
1	27055058	43100			Grants - Health Department	Professional Services	108,093.42	-4,100.00	103,993.42	
	2705.501.58.000.43100.					Svcs to Full Time Salary	07/16/2024			
2	27055058	41113			Grants - Health Department	FT Salaries	802,273.23	4,100.00	806,373.23	
	2705.501.58.000.41113.					Cvd Supp Sal Svcs to Salary Fu	07/16/2024			
** 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
2024	7	240													
BUA	10105016-43100														
	07/16/2024	FDSprngCmp	FD			R071524				T	Professional Services	5			12,076.53
											Spring break fire camp				
BUA	10105016-42200										operating Supplies	5		12,076.53	
	07/16/2024	FDSprngCmp	FD			R071524				T	Spring break fire camp				
											JOURNAL 2024/07/240	TOTAL		.00	.00
2024	7	260													
BUA	20109011-44920														
	07/16/2024	PWSupplies	PW MVH			R071524				T	Capital Expenses	5			33,405.00
											To pay supply expenses				
BUA	20106191-42200										operating Supplies	5		33,405.00	
	07/16/2024	PWSupplies	PW MVH			R071524				T	To pay supply expenses				
											JOURNAL 2024/07/260	TOTAL		.00	.00
2024	7	268													
BUA	27055058-43100														
	07/16/2024	HDCvdSuSal	HDGrnt			R071524				T	Professional Services	5			4,100.00
											Svcs to Full Time Salary				
BUA	27055058-41113										FT Salaries	5		4,100.00	
	07/16/2024	HDCvdSuSal	HDGrnt			R071524				T	Cvd Supp Sal svcs to Salary Fu				
											JOURNAL 2024/07/268	TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

RESOLUTION NO. R071524

**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 15th day of July, 2024.

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

YAY

NAY

ABSTAIN

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

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

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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



RESOLUTION NO. R071524

**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 15th day of July, 2024.

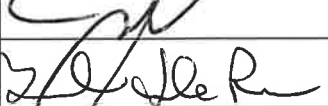
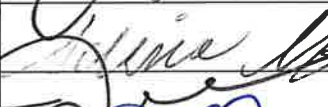
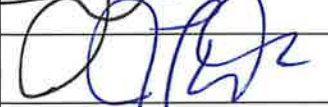
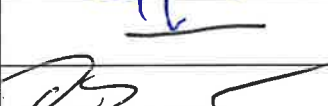
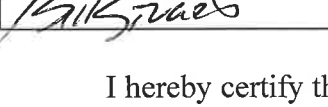
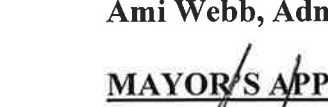
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R071524

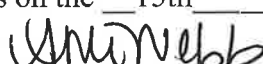
YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of July 2024 at 7:48

ATTEST: 
Ami Webb, Administrative Assistant



MAYOR'S APPROVAL


Scott A. Fadness, Mayor

July 15, 2024
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										
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	240	07/16/2024	FD	R071524	BUA FDSprngCmp	1 1				
1	10105016 43100				General Fund - Extern Affairs Professional Services		26,200.00	-12,076.53	14,123.47	
	1010.501.56.000.43100.				Spring break fire camp		07/16/2024			
2	10105016 42200				General Fund - Extern Affairs Operating Supplies		31,000.00	12,076.53	43,076.53	
	1010.501.56.000.42200.				Spring break fire camp		07/16/2024			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	260	07/16/2024	PW MVH	R071524	BUA PWSupplies	1 1				
1	20109011 44920				MVH - PW Streets Capital Expenses		50,000.00	-33,405.00	16,595.00	
	2010.901.91.000.44920.				To pay supply expenses		07/16/2024			
2	20106191 42200				Motor Vehicle Highway - IC/STSOOperating Supplies		289,080.00	33,405.00	322,485.00	
	2010.610.91.000.42200				To pay supply expenses		07/16/2024			
					** JOURNAL TOTAL			0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024 07	268	07/16/2024	HDGrnt	R071524	BUA HDCvdSuSal	1 1				
1	27055058 43100				Grants - Health Department Professional Services		108,093.42	-4,100.00	103,993.42	
	2705.501.58.000.43100.				Svcs to Full Time Salary		07/16/2024			
2	27055058 41113				Grants - Health Department FT Salaries		802,273.23	4,100.00	806,373.23	
	2705.501.58.000.41113.				Cvd Supp Sal Svcs to Salary Fu		07/16/2024			
					** 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
2024	7	240													
BUA	10105016-43100														
	07/16/2024	FDSprngCmp	FD			R071524				T	Professional Services	5			12,076.53
											Spring break fire camp				
BUA	10105016-42200										Operating Supplies	5		12,076.53	
	07/16/2024	FDSprngCmp	FD			R071524				T	Spring break fire camp				
											JOURNAL 2024/07/240	TOTAL		.00	.00
2024	7	260													
BUA	20109011-44920														
	07/16/2024	PWSupplies	PW MVH			R071524				T	Capital Expenses	5			33,405.00
											To pay supply expenses				
BUA	20106191-42200										Operating Supplies	5		33,405.00	
	07/16/2024	PWSupplies	PW MVH			R071524				T	To pay supply expenses				
											JOURNAL 2024/07/260	TOTAL		.00	.00
2024	7	268													
BUA	27055058-43100														
	07/16/2024	HDCvdSuSal	HDGrnt			R071524				T	Professional Services	5			4,100.00
											Svcs to Full Time Salary				
BUA	27055058-41113										FT Salaries	5		4,100.00	
	07/16/2024	HDCvdSuSal	HDGrnt			R071524				T	Cvd Supp Sal svcs to Salary Fu				
											JOURNAL 2024/07/268	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 15, 2024			
TITLE	A Resolution Authorizing the City Controller to Transfer Certain City of Fishers Budget Funds Into Certain Budget Categories			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R071524	
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		



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health Department 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 #: R071524A	
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 2024 expenses were identified that needed to be paid for by the Health Department that were not initially included in their original 2024 budget. These are minor expenses related to professional services.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Health Dept Funds \$50,000
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	21205058 43100
	Narrative:	This item is an action of requesting that \$50,000 be added to the 2024 budget.
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 July 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept. Fund – Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

PUBLISHER'S AFFIDAVIT

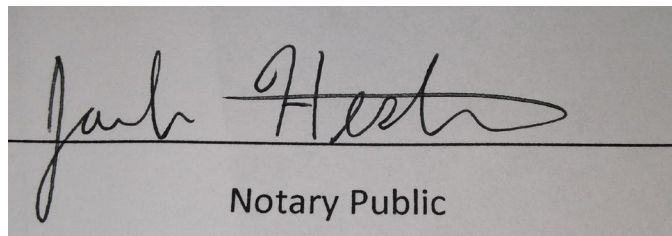
State of Indiana)
) ss:
Hamilton County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of **The Times** newspaper of general circulation printed and published in the English language in the city of **Noblesville** in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **1** time(s), the date(s) of publication being as follows:

7/3/2024



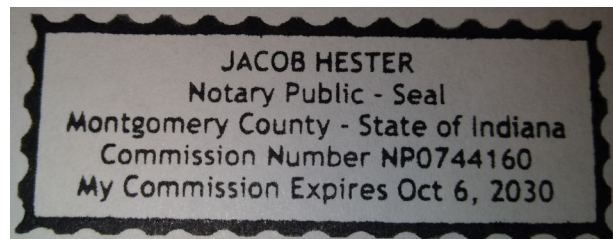
Subscribed and sworn to before me this **3** day of **July, 2024**.



The image shows a notary seal with a signature 'Jacob Hester' written over a horizontal line. Below the line, the words 'Notary Public' are printed.

My commission expires: **10/06/2030**
Jacob Hester
Resident of Montgomery County

Publisher's Fee: **\$21.56**



Cause #Additional Appropriations
TICKET: TL21651

PUBLIC NOTICES

NOTICE OF ADDITIONAL APPROPRIATION
TO CLAY TOWNSHIP TAXPAYERS

The taxpayers of Clay Township of Hamilton County, Indiana are hereby notified that on July 16, 2024 at 7:00 p.m., the Clay Township Board will meet at its regular meeting place located in the Community Room of the John W. Hensel Government Center, 10701 N. College Avenue, Indianapolis, Indiana to consider the following additional appropriations in excess of the budget for the current year.

Fund 1215 - Park Capital Non-Reverting Fund

Category: Capital Outlays
4AA Park System Capital Maintenance \$ 552,868

Fund 0101 - General Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges
Supplemental LIT \$1,049,531

Fund 1181 - Fire Building Debt Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges
Carmel Clay Municipal Building Corporation
Lease Rental Bonds \$ 248,500

Total Additional Appropriations: \$1,850,899

Taxpayers appearing at the meeting shall have the right to be heard on the issue of the additional appropriations. The additional appropriations as finally made, will be referred to the Department of Local Government Finance which will determine whether such funds are currently available to the Township within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: July 3, 2024

Paul Hensel,
Clay Township Trustee
TL21638 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
J. W. Wagner Drain
NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21644 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
Beaver & Brooks Drain
NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21647 7/3 1t hspaxlp

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS FOR THE RECONSTRUCTION OF THE MARY WILSON DRAIN AND OAK PARK DRAIN, 5.962 FEET, MORE OR LESS IN LENGTH IN SECTIONS 7, 18, TOWNSHIP 18 NORTH, RANGE 4 EAST, WESTFIELD-WASHINGTON TOWNSHIP WILL BE OPENED AND READ ON THE 22ND DAY OF JULY 2024 AT 9:00 A.M. BY THE HAMILTON COUNTY DRAINAGE BOARD IN THE HAMILTON COUNTY COMMISSIONERS COURT IN THE HAMILTON COUNTY JUDICIAL BUILDING, ONE HAMILTON COUNTY SQUARE, NOBLESVILLE, INDIANA 46060-2230.

All bids must be on proposal forms furnished by the Hamilton County Surveyor and accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the bid amount. The bidder shall also execute a FORM 96 as required by the State Board of Accounts and include a notarized non-collusion affidavit with the bid documents.

Plans and specifications for the project are on file in the office of the Hamilton County Drainage Board / Surveyor's Office at One Hamilton County Square, Suite 188, Noblesville, Indiana 46060.

A non-refundable fee for plans and specifications of Seventy Five dollars (\$75.00) is required. Check payable to the Hamilton County Treasurer.

ALL BIDS WILL BE SUBMITTED TO THE DRAINAGE BOARD SECRETARY BY 9:00 A.M. JULY 22, 2024.

TL21650 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Osborne Trails Section 15. More specifically, the project is located in the Northwest Quarter of Section 26, Township 19 North, Range 3 East, on the west side of Horton Road at Lone Isle Road. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to Little Eagle Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21640 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Abbott Commons Section 2. More specifically, the project is located on the north side of E. 136th Street at the intersection of Hunlers Run Drive, being a part of the Southeast Quarter and Southwest Quarter of Section 19, Township 18 North, Range 6 East, Hamilton County, Indiana. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to George Burke Drain and Mud Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21641 7/3 1t hspaxlp

STATE OF INDIANA))
)) BEFORE THE HAMILTON)
COUNTY OF HAMILTON) DRAINAGE BOARD
IN THE MATTER OF William Lehr Drain, Booth-Zeis Arm, Finch
Creek Development Relocation

NOTICE
Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor. If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger_____
PRESIDENT
ATTEST: Lynette Mosbaugh
SECRETARY

TL21645 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
Johnson & Gardner Drain
NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Attest: Lynette Mosbaugh

Hamilton County Drainage Board

TL21649 7/3 1t hspaxlp

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 July 15, 2024 regularly scheduled Council meeting for consideration of the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept Fund - Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

NOTICE OF PUBLIC HEARING OF WESTFIELD-WASHINGTON
TOWNSHIP ADVISORY PLAN COMMISSION

Notice is hereby given that the Westfield-Washington Township Advisory Plan Commission ("Commission") will hold a public hearing on the proposed Road Impact Fee Ordinance ("Ordinance") on Monday, July 15, 2024 at 7:00 p.m. at Westfield City Hall, 130 Penn Street, Westfield, IN 46074. The Ordinance will require that all new development in the City of Westfield ("City") pay a road impact fee representing the development's proportionate share of the capital cost of new road and street infrastructure necessary to serve the new development. The Ordinance will apply to the entire corporate boundaries of the City, as may be extended from time to time through annexation. A copy of the Ordinance is on file at the Westfield City Services Center, 2728 E. 171st Street, Westfield, IN 46074, and may be examined by the public during regular office hours. Written objections to the Ordinance that are filed with the secretary of the Commission before the hearing will be considered by the Commission. Public comment concerning the Ordinance will be heard by the Commission at the hearing. The Commission may continue the hearing from time to time as may be found necessary.

WESTFIELD-WASHINGTON TOWNSHIP
ADVISORY PLAN COMMISSION
TL21642 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
Little Eagle Creek Drain Shed Correction
Kimblickewich by Del Webb Sections 6A, 6B & 7

NOTICE
Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21643 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD
IN THE MATTER OF THE
J. H. Leap Drain
NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21646 7/3 1t hspaxlp

STATE OF INDIANA))
)) BEFORE THE HAMILTON)
COUNTY OF HAMILTON) DRAINAGE BOARD
IN THE MATTER OF William Lehr Drain, Booth-White Arm, Finch
Creek Development Relocation

NOTICE
Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger_____
PRESIDENT

ATTEST: Lynette Mosbaugh

SECRETARY

TL21648 7/3 1t hspaxlp

CITY OF NOBLESVILLE
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:
By / At: City of Noblesville, Indiana
Office of the Clerk
16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant - SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:
SEALED BID: 2024 Community Development Block Grant - SW Quad
Bid Opening: Bids will be publicly opened and read aloud by the City of Noblesville at the Council Chambers, Noblesville, Indiana 46060, at 9:00 A.M., local time, Tuesday, July 23, 2024.
Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall - Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.
Qualification of Bidders: Bidder, or Sub-Contractor performing work, must be on the most current Indiana Department of Transportation (INDOT) Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to "Surface Masonry and Misc. Concrete."



MORSE

From Page A1

under the tree, receive free presents., and so much more."

"We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to

and Secretary of the Kiwanis Club of Cicero. "Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community



PAULA

From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and

and sack races as well as a contest to see who could climb a greased pole.

↓ MORSE From Page A1

under the tree, receive free presents., and so much more.”

“We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to celebrate with a stunning display of fireworks, entertainment, and family-friendly activities. It is a tradition that highlights the warmth and spirit of our community,” explained Sue Clevenger chair of the pancake breakfast

and Secretary of the Kiwanis Club of Cicero. “Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community helping the community.”

If you would like to make a direct contribution you can go online to www.cicerokiwanis.org or send to Kiwanis Club of Cicero, PO Box 272, Cicero, IN 46034.

Noblesville Creates: Award Nominations Open

On Sept. 19, Noblesville Creates will host its 12th Anniversary Gala. At this event, Noblesville Creates will award and recognize some of the most inspirational artists and arts advocates among the region’s thriving arts scene.

The event will be held at Embassy Suites in Noblesville and will consist of art demonstrations and activities, the Noblesville Creates Awards, dinner, drinks, live music, a live auction, and more.

Nominations are currently open for the 2024 Noblesville Creates Awards. This award ceremony seeks to recognize leaders and visionaries who are expanding and improving opportunities for artists and art-lovers.

The selected nominees will be individuals who show outstanding leadership and vision in supporting, promoting, and providing creativity in the Central Indiana region.

If you’re interested in nominating someone for the 2024 Noblesville Creates Awards, visit <https://noblesvillecreates.org/gala/#nominate-here>.

Nominations will be accepted through Monday, July 29, 2024.

Sponsorship opportunities are also available for the Noblesville Creates 12th Anniversary Gala. If you’re interested, please reach out to the Executive Director of Noblesville Creates, Aili McGill, at amcgill@noblesvillecreates.org.

THE TIMES

Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.
Dated this 1st day of July, 2024
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

↓ PAULA From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and Foresters (the Woodmen’s drill teams.) The Noblesville and Lapel bands provided music and there were several floats, two of which were singled out in the newspaper accounts.

The Woodsman’s 50 foot-long float portrayed the Maine, complete with the battleship’s turrets, big guns and smoke stacks belching smoke. The other float, created by the Foresters, depicted a gray-haired woodsman at work in a forest while a raccoon frolicked overhead in the trees. (I’d love to see a photo of that.)

Following the parade, the local G. A. R. post dedicated two cannons which were placed on opposite corners of the courthouse yard.

The featured address was delivered by Indianapolis politician John L. Griffith, while C. T. Heydecker of Illinois, the chairman of the board of directors of the Modern Woodmen’s head camp (headquarters,) spoke later to picnickers at Dill’s Grove. (Dill’s Grove was southeast of the city, somewhere near Stony Creek.)

The afternoon was reserved for mule, foot, egg, wheelbarrow, barrel

and sack races as well as a contest to see who could climb a greased pole.

A competition was also held on South Ninth Street between the Sharpsville and Anderson Foresters drill teams. Sharpsville won the \$50 prize.

Perhaps the day’s most eagerly awaited attraction was a balloon ascension by Prof. J. E. Baldwin, which was scheduled for that evening. Prof. Baldwin didn’t merely go up in his balloon, he also performed acrobatic feats in mid-air.

Unfortunately, just days before the Fourth, Prof. Baldwin had been accepted into the United States Signal Corps and was no longer available, so a Prof. Wright replaced him.

There’s no indication Prof. Wright did anything but take his balloon up and land safely, but the crowd still considered it a success.

The “grandest Fourth of July celebration that Noblesville ever witnessed” ended with an equally grand fireworks display.

Paula Dunn’s From Time to Thyme column appears on Wednesdays in The Times. Contact her at younggardenerfriend@gmail.com

16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant – SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:
SEALED BID: 2024 Community Development Block Grant – SW Quad
Bid Opening: Bids will be publicly opened and read aloud by the City of Noblesville at the Council Chambers, Noblesville, Indiana 46060, at 9:00 A.M., local time, Tuesday, July 23, 2024
Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall – Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.
Qualification of Bidders: Bidder, or Sub-Contractor performing work type, must be on the most current Indiana Department of Transportation Pre-Qualified Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to “Surface Masonry and Misc. Concrete.”
The Work: The Work shall be completed by certified / qualified Contractor(s) and Subcontractor(s) for the Project all as required by the Bidding Documents which have been assembled into a bound Project Manual and consists of: Sidewalk removal and replacement.
Base bid for which proposals are to be received is for the construction of approximately 1000 linear feet of concrete sidewalk and 100 square yards of ADA ramps.
Davis-Bacon Requirements: Project is partially federally funded by a Community Development Block Grant and must be in accordance with Davis-Bacon requirements.
Contract Award: Any Bid may be withdrawn prior to the deadline for receipt of Bids, but no Bidder shall withdraw its Bid within sixty (60) days after the opening of the Bids. If a contract is awarded, it will be to the “lowest responsible and responsive bidder” in accordance with Indiana Code 36-1-12-1 et seq. The Owner, however, reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the Owner, and waive any informalities, discrepancies, omissions, variances, or irregularities in bids received in its sole discretion. The Bid Bonds and certified checks of unsuccessful bidders will be returned upon selection of the successful Bidder, execution of the Agreement, and provision of the required Performance and Payment Bonds and Certificate of Insurance.
Bid Documents: Copies of the Specifications and Contract Documents may be obtained on or after July 8, 2024. Interested Bidders may obtain electronic Bidding Documents by sending an email to dochoa@noblesville.in.gov and arodevald@noblesville.in.gov requesting instructions to download project documents.
Submit all bid questions in writing to City of Noblesville – Engineering Department prior to 12:00PM, local time on Thursday, July 18, 2024. Questions will only be accepted from firms on the official Plan Holders list. A written response will be emailed to the address on the official Plan Holder’s list that is required to be completed at the time the plans are purchased. No questions will be answered by telephone. The contact person for questions is:
Andrew Rodevald, PE
Project Manager – City of Noblesville
Email: arodevald@noblesville.in.gov
Carbon Copy Question To:
Deon Ochoa
Construction Manager
Email: dochoa@noblesville.in.gov
Bidders shall assure that they have obtained complete sets of Bidding Documents and the Project Manual and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of Bidding Documents or Project Manual. Bids must be submitted on the forms contained in the Project Manual and must contain the names of every person or company interested therein.
Bid Security:
Each Bid shall be accompanied by bid security in the form of a Bid Bond as provided in the Project Manual in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety qualified to do business in the State of Indiana or by a certified check made payable to the City of Noblesville, on a solvent bank in the amount of ten percent (10%) of the amount of the total Bid including alternates. The Bid Bond or certified check shall be security that the successful Bidder will, within ten (10) calendar days or such other time specified by Owner from the acceptance of the Bid, execute the Agreement and provide the required Payment and Performance Bonds, included in the Project Manual and Certificate of Insurance.
Performance Bond and Labor and Material Payment Bond:
A Performance Bond with good and sufficient surety as required by the Owner on the Form provided in the Project Manual, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Sum, conditioned upon the faithful performance of the Agreement. The surety of the Performance Bond may not be released until one (1) year after the Owner’s final settlement with the Contractor.
The Contractor shall provide a Payment Bond with a good and sufficient surety as required by the Owner on Form provided in the Project Manual, in an amount equal to one hundred percent (100%) of the Contract Sum. The Payment Bond is binding on the Contractor, its subcontractors, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner’s final settlement with the Contractor.
All out-of-state bidder corporations must have a Certificate of Authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.
CITY OF NOBLESVILLE
BY: _____
PRINTED: _____ Andrew J. Rodevald _____
TL21652 7/3 7/10 2t hspaxlp

**Thank you for
subscribing!**



Sagamore News Media

The Paper • The Times
The Weekly • Sheridan News
P.O. Box 272
Crawfordsville, IN 47933

Invoice

Date	Invoice #
7/1/2024	TL21651

The Times of
Noblesville

Bill To

Due	7/31/2024
Rep	LR

Balances over 90 days past due will be turned over to collections. Please contact our Business office to make a payment or a payment plan. Customers in a "pay-by-the-month" plan are exempt from collections while payments are being made.

Description	Qty	Rate	Amount
Additional Appropriations Runs 07/03		21.56	21.56
In this time of uncertainty, we here at the Times are requesting that you pay your invoice with credit card or bank transfer directly through Quickbooks via the link in the invoice email. Thank you in advance for your cooperation!			

Thank you for choosing The Times of Noblesville. We value your local business! This invoice states that you have agreed to purchase an ad, or ad package from us. If you have any questions you can contact your sales rep or call the Business Office at 765-361-0100 x 3

Total	\$21.56
Balance Due	\$21.56



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

Section I

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

UNIT NAME: City of Fishers
COUNTY NAME: Hamilton
Date of Publication
(month, day, year): 7/3/2024 Newspaper Name: Times of Noblesville
Date of Publication
(month, day, year): _____ Newspaper Name: _____
Date of Public Hearing
(month, day, year): 7/15/2024
Date Resolution Passed
(month, day, year): 7/15/2024

Unit Number: 0642
County Number: 29

DLGF USE ONLY

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

Section II

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

A. DLGF Fund Number	N/A	N/A			
B. Fund Name	Health Department Fund				
C. Appropriation Amount Requested	\$50,000.00	\$0.00	\$0.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$880,834.00	\$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.)	\$355,674.00	\$0.00	\$0.00		
6. January 1 Cash Balance (Include investments.)	\$3,892,156.00	\$0.00	\$0.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00	\$0.00	\$0.00		
9. Total Funds (7 minus 8.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$4,187,009.00	\$0.00	\$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$123,057.00	\$0.00	\$0.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$4,310,066.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00	\$0.00	\$0.00		
16. Amount transferred to the Rainy Day Fund (See Note #2.)	\$0.00	\$0.00	\$0.00		
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Section III

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

Check One:

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

Section IV

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

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. R071524A

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
HEALTH DEPARTMENT 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: Health Department Funds

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ _____	\$ _____
<u>Other Services & Charges</u>	\$ 50,000 _____	\$ 50,000 _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
 TOTAL for Health Department Fund	 \$ 50,000 _____	 \$ 50,000 _____

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 15th day of July, 2024.

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

YAY

NAY

ABSTAIN

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

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

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Lindsey 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



RESOLUTION NO. R071524A

**A RESOLUTION OF THE COMMON COUNCIL AUTHORIZING
THE CITY CONTROLLER TO APPROPRIATE ADDITIONAL
HEALTH DEPARTMENT 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: Health Department Funds

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification:		
<u>Personal Services</u>	\$ _____	\$ _____
<u>Supplies</u>	\$ _____	\$ _____
<u>Other Services & Charges</u>	\$ 50,000 _____	\$ 50,000 _____
<u>Township Assistance</u>	\$ _____	\$ _____
<u>Debt Service</u>	\$ _____	\$ _____
<u>Capital Outlays</u>	\$ _____	\$ _____
 TOTAL for Health Department Fund	 \$ 50,000 _____	 \$ 50,000 _____

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 15th day of July, 2024.

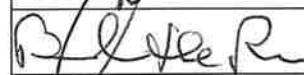
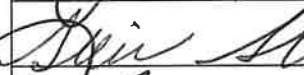
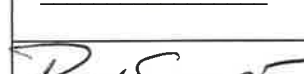
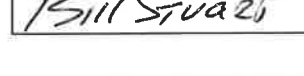
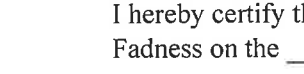
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

071524A

YAY

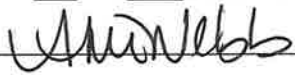
NAY

ABSTAIN

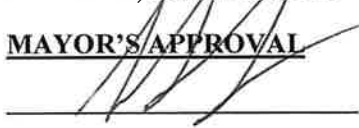
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of July 2024 at 7:48 p.m.

ATTEST:


Ami Webb, Administrative Assistant

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



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 July 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept. Fund – Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

PUBLISHER'S AFFIDAVIT

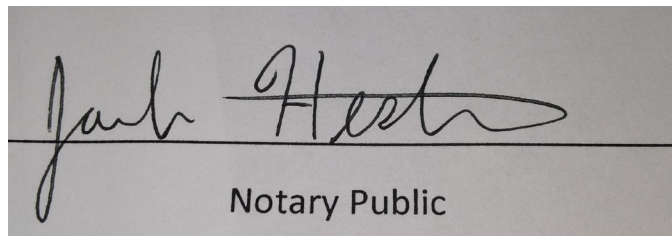
State of Indiana)
) ss:
Hamilton County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of **The Times** newspaper of general circulation printed and published in the English language in the city of **Noblesville** in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **1** time(s), the date(s) of publication being as follows:

7/3/2024



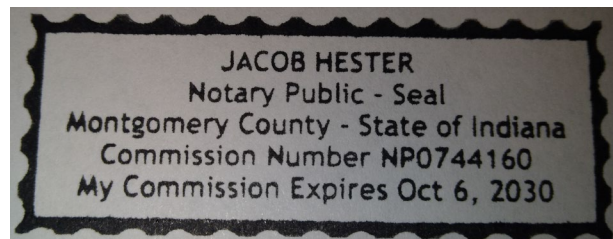
Subscribed and sworn to before me this **3** day of **July, 2024**.



The image shows a notary seal with a signature 'Jacob Hester' written over a horizontal line. Below the line, the words 'Notary Public' are printed.

My commission expires: **10/06/2030**
Jacob Hester
Resident of Montgomery County

Publisher's Fee: **\$21.56**



Cause #Additional Appropriations
TICKET: TL21651

PUBLIC NOTICES

NOTICE OF ADDITIONAL APPROPRIATION

TO CLAY TOWNSHIP TAXPAYERS

The taxpayers of Clay Township of Hamilton County, Indiana are hereby notified that on July 16, 2024 at 7:00 p.m., the Clay Township Board will meet at its regular meeting place located in the Community Room of the John W. Hensel Government Center, 10701 N. College Avenue, Indianapolis, Indiana to consider the following additional appropriations in excess of the budget for the current year.

Fund 1215 - Park Capital Non-Reverting Fund

Category: Capital Outlays
4AA Park System Capital Maintenance \$ 552,868

Fund 0101 - General Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges
Supplemental LIT \$1,049,531

Fund 1181 - Fire Building Debt Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges
Carmel Clay Municipal Building Corporation
Lease Rental Bonds \$ 248,500

Total Additional Appropriations: \$1,850,899

Taxpayers appearing at the meeting shall have the right to be heard on the issue of the additional appropriations. The additional appropriations as finally made, will be referred to the Department of Local Government Finance which will determine whether such funds are currently available to the Township within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: July 3, 2024

Paul Hensel,
Clay Township Trustee
TL21638 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

J. W. Wagner Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21644 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Beaver & Brooks Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21647 7/3 1t hspaxlp

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS FOR THE RECONSTRUCTION OF THE MARY WILSON DRAIN AND OAK PARK DRAIN, 5.962 FEET, MORE OR LESS IN LENGTH IN SECTIONS 7, 18, TOWNSHIP 18 NORTH, RANGE 4 EAST, WESTFIELD-WASHINGTON TOWNSHIP WILL BE OPENED AND READ ON THE 22ND DAY OF JULY 2024 AT 9:00 A.M. BY THE HAMILTON COUNTY DRAINAGE BOARD IN THE HAMILTON COUNTY COMMISSIONERS COURT IN THE HAMILTON COUNTY JUDICIAL BUILDING, ONE HAMILTON COUNTY SQUARE, NOBLESVILLE, INDIANA 46060-2230.

All bids must be on proposal forms furnished by the Hamilton County Surveyor and accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the bid amount. The bidder shall also execute a FORM 96 as required by the State Board of Accounts and include a notarized non-collusion affidavit with the bid documents.

Plans and specifications for the project are on file in the office of the Hamilton County Drainage Board / Surveyor's Office at One Hamilton County Square, Suite 188, Noblesville, Indiana 46060.

A non-refundable fee for plans and specifications of Seventy Five dollars (\$75.00) is required. Check payable to the Hamilton County Treasurer.

ALL BIDS WILL BE SUBMITTED TO THE DRAINAGE BOARD SECRETARY BY 9:00 A.M. JULY 22, 2024.

TL21650 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Osborne Trails Section 15. More specifically, the project is located in the Northwest Quarter of Section 26, Township 19 North, Range 3 East, on the west side of Horton Road at Lone Isle Road. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to Little Eagle Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21640 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Abbott Commons Section 2. More specifically, the project is located on the north side of E. 136th Street at the intersection of Hunlers Run Drive, being a part of the Southeast Quarter and Southwest Quarter of Section 19, Township 18 North, Range 6 East, Hamilton County, Indiana. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to George Burke Drain and Mud Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21641 7/3 1t hspaxlp

STATE OF INDIANA)

) SS

BEFORE THE HAMILTON)

COUNTY OF HAMILTON)

DRAINAGE BOARD

IN THE MATTER OF **William Lehr Drain, Booth-Zeis Arm, Finch Creek Development Relocation**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger__

PRESIDENT

ATTEST: Lynette Mosbaugh

SECRETARY

TL21645 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Johnson & Gardner Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Attest: Lynette Mosbaugh

Hamilton County Drainage Board

TL21649 7/3 1t hspaxlp

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 July 15, 2024 regularly scheduled Council meeting for the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept Fund - Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

NOTICE OF PUBLIC HEARING OF WESTFIELD-WASHINGTON

TOWNSHIP ADVISORY PLAN COMMISSION

Notice is hereby given that the Westfield-Washington Township Advisory Plan Commission ("Commission") will hold a public hearing on the proposed Road Impact Fee Ordinance ("Ordinance") on Monday, July 15, 2024 at 7:00 p.m. at Westfield City Hall, 130 Penn Street, Westfield, IN 46074. The Ordinance will require that all new development in the City of Westfield ("City") pay a road impact fee representing the development's proportionate share of the capital cost of new road and street infrastructure necessary to serve the new development. The Ordinance will apply to the entire corporate boundaries of the City, as may be extended from time to time through annexation. A copy of the Ordinance is on file at the Westfield City Services Center, 2728 E. 171st Street, Westfield, IN 46074, and may be examined by the public during regular office hours. Written objections to the Ordinance that are filed with the secretary of the Commission before the hearing will be considered by the Commission. Public comment concerning the Ordinance will be heard by the Commission at the hearing. The Commission may continue the hearing from time to time as may be found necessary.

WESTFIELD-WASHINGTON TOWNSHIP

ADVISORY PLAN COMMISSION

TL21642 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Little Eagle Creek Drain Shed Correction**Kimblickewich by Del Webb Sections 6A, 6B & 7**

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21643 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

J. H. Leap Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21646 7/3 1t hspaxlp

STATE OF INDIANA)

) SS

COUNTY OF HAMILTON)

BEFORE THE HAMILTON)

DRAINAGE BOARD

IN THE MATTER OF **William Lehr Drain, Booth-White Arm, Finch Creek Development Relocation**

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger__

PRESIDENT

ATTEST: Lynette Mosbaugh

SECRETARY

TL21648 7/3 1t hspaxlp

CITY OF NOBLESVILLE

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:
By / At: City of Noblesville, Indiana
Office of the Clerk
16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant - SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:

SEALED BID: 2024 Community Development Block Grant - SW Quad
Bid Opening: Bids will be publicly opened and read aloud by the City of Noblesville at the Council Chambers, Noblesville, Indiana 46060, at 9:00 A.M., local time, Tuesday, July 23, 2024.

Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall - Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.

Qualification of Bidders: Bidder, or Sub-Contractor performing work must be on the most current Indiana Department of Transportation (INDOT) Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to "Surface Masonry and Misc. Concrete."



MORSE

From Page A1

under the tree, receive free presents., and so much more."

"We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to

and Secretary of the Kiwanis Club of Cicero. "Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community



PAULA

From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and

and sack races as well as a contest to see who could climb a greased pole.

↓ MORSE From Page A1

under the tree, receive free presents., and so much more.”

“We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to celebrate with a stunning display of fireworks, entertainment, and family-friendly activities. It is a tradition that highlights the warmth and spirit of our community,” explained Sue Clevenger chair of the pancake breakfast

and Secretary of the Kiwanis Club of Cicero. “Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community helping the community.”

If you would like to make a direct contribution you can go online to www.cicerokiwanis.org or send to Kiwanis Club of Cicero, PO Box 272, Cicero, IN 46034.

Noblesville Creates: Award Nominations Open

On Sept. 19, Noblesville Creates will host its 12th Anniversary Gala. At this event, Noblesville Creates will award and recognize some of the most inspirational artists and arts advocates among the region’s thriving arts scene.

The event will be held at Embassy Suites in Noblesville and will consist of art demonstrations and activities, the Noblesville Creates Awards, dinner, drinks, live music, a live auction, and more.

Nominations are currently open for the 2024 Noblesville Creates Awards. This award ceremony seeks to recognize leaders and visionaries who are expanding and improving opportunities for artists and art-lovers.

The selected nominees will be individuals who show outstanding leadership and vision in supporting, promoting, and providing creativity in the Central Indiana region.

If you’re interested in nominating someone for the 2024 Noblesville Creates Awards, visit <https://noblesvillecreates.org/gala/#nominate-here>.

Nominations will be accepted through Monday, July 29, 2024.

Sponsorship opportunities are also available for the Noblesville Creates 12th Anniversary Gala. If you’re interested, please reach out to the Executive Director of Noblesville Creates, Aili McGill, at amcgill@noblesvillecreates.org.

THE TIMES

Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.
Dated this 1st day of July, 2024
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

↓ PAULA From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and Foresters (the Woodmen’s drill teams.) The Noblesville and Lapel bands provided music and there were several floats, two of which were singled out in the newspaper accounts.

The Woodsman’s 50 foot-long float portrayed the Maine, complete with the battleship’s turrets, big guns and smoke stacks belching smoke. The other float, created by the Foresters, depicted a gray-haired woodsman at work in a forest while a raccoon frolicked overhead in the trees. (I’d love to see a photo of that.)

Following the parade, the local G. A. R. post dedicated two cannons which were placed on opposite corners of the courthouse yard.

The featured address was delivered by Indianapolis politician John L. Griffith, while C. T. Heydecker of Illinois, the chairman of the board of directors of the Modern Woodmen’s head camp (headquarters,) spoke later to picnickers at Dill’s Grove. (Dill’s Grove was southeast of the city, somewhere near Stony Creek.)

The afternoon was reserved for mule, foot, egg, wheelbarrow, barrel

and sack races as well as a contest to see who could climb a greased pole.

A competition was also held on South Ninth Street between the Sharpsville and Anderson Foresters drill teams. Sharpsville won the \$50 prize.

Perhaps the day’s most eagerly awaited attraction was a balloon ascension by Prof. J. E. Baldwin, which was scheduled for that evening. Prof. Baldwin didn’t merely go up in his balloon, he also performed acrobatic feats in mid-air.

Unfortunately, just days before the Fourth, Prof. Baldwin had been accepted into the United States Signal Corps and was no longer available, so a Prof. Wright replaced him.

There’s no indication Prof. Wright did anything but take his balloon up and land safely, but the crowd still considered it a success.

The “grandest Fourth of July celebration that Noblesville ever witnessed” ended with an equally grand fireworks display.

Paula Dunn’s From Time to Thyme column appears on Wednesdays in The Times. Contact her at younggardenerfriend@gmail.com

16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant – SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:
SEALED BID: 2024 Community Development Block Grant – SW Quad
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Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall – Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.
Qualification of Bidders: Bidder, or Sub-Contractor performing work type, must be on the most current Indiana Department of Transportation Pre-Qualified Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to “Surface Masonry and Misc. Concrete.”
The Work: The Work shall be completed by certified / qualified Contractor(s) and Subcontractor(s) for the Project all as required by the Bidding Documents which have been assembled into a bound Project Manual and consists of: Sidewalk removal and replacement.
Base bid for which proposals are to be received is for the construction of approximately 1000 linear feet of concrete sidewalk and 100 square yards of ADA ramps.
Davis-Bacon Requirements: Project is partially federally funded by a Community Development Block Grant and must be in accordance with Davis-Bacon requirements.
Contract Award: Any Bid may be withdrawn prior to the deadline for receipt of Bids, but no Bidder shall withdraw its Bid within sixty (60) days after the opening of the Bids. If a contract is awarded, it will be to the “lowest responsible and responsive bidder” in accordance with Indiana Code 36-1-12-1 et seq. The Owner, however, reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the Owner, and waive any informalities, discrepancies, omissions, variances, or irregularities in bids received in its sole discretion. The Bid Bonds and certified checks of unsuccessful bidders will be returned upon selection of the successful Bidder, execution of the Agreement, and provision of the required Performance and Payment Bonds and Certificate of Insurance.
Bid Documents: Copies of the Specifications and Contract Documents may be obtained on or after July 8, 2024. Interested Bidders may obtain electronic Bidding Documents by sending an email to dochoa@noblesville.in.gov and arodevald@noblesville.in.gov requesting instructions to download project documents.
Submit all bid questions in writing to City of Noblesville – Engineering Department prior to 12:00PM, local time on Thursday, July 18, 2024. Questions will only be accepted from firms on the official Plan Holders list. A written response will be emailed to the address on the official Plan Holder’s list that is required to be completed at the time the plans are purchased. No questions will be answered by telephone. The contact person for questions is:
Andrew Rodevald, PE
Project Manager – City of Noblesville
Email: arodevald@noblesville.in.gov
Carbon Copy Question To:
Deon Ochoa
Construction Manager
Email: dochoa@noblesville.in.gov
Bidders shall assure that they have obtained complete sets of Bidding Documents and the Project Manual and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of Bidding Documents or Project Manual. Bids must be submitted on the forms contained in the Project Manual and must contain the names of every person or company interested therein.
Bid Security:
Each Bid shall be accompanied by bid security in the form of a Bid Bond as provided in the Project Manual in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety qualified to do business in the State of Indiana or by a certified check made payable to the City of Noblesville, on a solvent bank in the amount of ten percent (10%) of the amount of the total Bid including alternates. The Bid Bond or certified check shall be security that the successful Bidder will, within ten (10) calendar days or such other time specified by Owner from the acceptance of the Bid, execute the Agreement and provide the required Payment and Performance Bonds, included in the Project Manual and Certificate of Insurance.
Performance Bond and Labor and Material Payment Bond:
A Performance Bond with good and sufficient surety as required by the Owner on the Form provided in the Project Manual, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Sum, conditioned upon the faithful performance of the Agreement. The surety of the Performance Bond may not be released until one (1) year after the Owner’s final settlement with the Contractor.
The Contractor shall provide a Payment Bond with a good and sufficient surety as required by the Owner on Form provided in the Project Manual, in an amount equal to one hundred percent (100%) of the Contract Sum. The Payment Bond is binding on the Contractor, its subcontractors, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner’s final settlement with the Contractor.
All out-of-state bidder corporations must have a Certificate of Authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.
CITY OF NOBLESVILLE
BY: _____
PRINTED: _____ Andrew J. Rodevald _____
TL21652 7/3 7/10 2t hspaxlp

**Thank you for
subscribing!**



Sagamore News Media

The Paper • The Times
The Weekly • Sheridan News
P.O. Box 272
Crawfordsville, IN 47933

Invoice

Date	Invoice #
7/1/2024	TL21651

The Times of
Noblesville

Bill To

Due	7/31/2024
Rep	LR

Balances over 90 days past due will be turned over to collections. Please contact our Business office to make a payment or a payment plan. Customers in a "pay-by-the-month" plan are exempt from collections while payments are being made.

Description	Qty	Rate	Amount
Additional Appropriations Runs 07/03		21.56	21.56
In this time of uncertainty, we here at the Times are requesting that you pay your invoice with credit card or bank transfer directly through Quickbooks via the link in the invoice email. Thank you in advance for your cooperation!			

Thank you for choosing The Times of Noblesville. We value your local business! This invoice states that you have agreed to purchase an ad, or ad package from us. If you have any questions you can contact your sales rep or call the Business Office at 765-361-0100 x 3

Total	\$21.56
Balance Due	\$21.56



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

R071524A

Section I

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

UNIT NAME: City of Fishers
COUNTY NAME: Hamilton
Date of Publication (month, day, year): 7/3/2024 Newspaper Name: Times of Noblesville
Date of Publication (month, day, year): _____ Newspaper Name: _____
Date of Public Hearing (month, day, year): 7/15/2024
Date Resolution Passed (month, day, year): 7/15/2024

Unit Number: 0642
County Number: 29

DLGF USE ONLY

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

Section II

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

A. DLGF Fund Number	N/A	N/A			
B. Fund Name	Health Department Fund				
C. Appropriation Amount Requested	\$50,000.00	\$0.00	\$0.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$880,834.00	\$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.)	\$355,674.00	\$0.00	\$0.00		
6. January 1 Cash Balance (Include investments.)	\$3,892,156.00	\$0.00	\$0.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00	\$0.00	\$0.00		
9. Total Funds (7 minus 8.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$4,187,009.00	\$0.00	\$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$123,057.00	\$0.00	\$0.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$4,310,066.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00	\$0.00	\$0.00		
16. Amount transferred to the Rainy Day Fund (See Note #2.)	\$0.00	\$0.00	\$0.00		
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Section III

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

Check One:

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

Section IV

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

Lisa Bradford Controller 317-595-3111 July 15, 2024
Signature Title Telephone Number Date (month, day, year)

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



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health Department 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 #: R071524A	
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 2024 expenses were identified that needed to be paid for by the Health Department that were not initially included in their original 2024 budget. These are minor expenses related to professional services.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Health Dept Funds \$50,000
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	21205058 43100
	Narrative:	This item is an action of requesting that \$50,000 be added to the 2024 budget.
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	



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	An Ordinance of the Common Council of the City of Fishers, Indiana, Amending the Authorization for the Issuance of the City of Fishers, Indiana General Obligation Bonds, Series 2023 and Authorizing and Approving Other Actions in Respect Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 071524		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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	This Ordinance approves an amendment to Ordinance No. 100923 of the Common Council which authorized the issuance of the City's General Obligation Bonds, Series 2023 for the purposes of providing funds for road improvements, sewer and water infrastructure improvements, trail improvements, and equipment purchases. This amending Ordinance adjusts the allocation of the General Obligation Bond proceeds among the projects identified to increase the proceeds allocated to road improvements. This Ordinance does not in any way change the amount of the borrowing or other terms of the City's General Obligation Bonds, Series 2023.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Up to \$11,800,000
	Source of Funds:	Bond Proceeds
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Suspend the Rules and Approve Ordinance
	2.	Hold First Reading on the Ordinance
	3.	
	4.	
PROJECT TIMELINE	The City would begin to deploy General Obligation Bond proceeds for road improvements immediately upon authorization from the Common Council to do so.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council suspend the rules and adopt the Ordinance.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	

ORDINANCE NO. 071524

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, AMENDING THE AUTHORIZATION FOR THE ISSUANCE OF THE CITY OF FISHERS, INDIANA GENERAL OBLIGATION BONDS, SERIES 2023 AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Fishers, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-4-6-19 and other applicable provisions of the Indiana Code (collectively, the “Act”), is authorized and empowered to adopt this ordinance and to carry out its provisions; and

WHEREAS, the Common Council of the City (the “Common Council”) has previously adopted its Ordinance No. 100923 on November 20, 2023 (the “2023 Ordinance”) authorizing the City to issue its General Obligation Bonds, Series 2023 (the “Bonds”) and authorizing the use of the proceeds of the Bonds for the payment of all or any portion of the costs of the Projects (as defined in the 2023 Ordinance); and

WHEREAS, the Common Council has been duly advised that it is in the best interest of the City to amend the 2023 Ordinance to adjust the allocation of proceeds of the Bonds among portions of the Projects due to the evolving needs of the City (the “Amendment”); and

WHEREAS, the Amendment shall not amend the terms of the Bonds in any way, and shall not have the effect causing the Projects to constitute a controlled project under IC 6-1.1-20-1.1;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

1. Amendment to Recitals Paragraph 5. The Common Council hereby amends its Ordinance No. 100923 such that Paragraph 5 of the Recitals of such 2023 Ordinance shall be deleted in its entirety and replaced with the following:

“**WHEREAS**, the Road Projects are estimated to cost the City not more than Eight Million Forty Thousand Dollars (\$8,040,000) and the Other Projects are estimated cost the City not more than Three Million Seven Hundred Sixty Thousand Dollars (\$3,760,000) (comprising a project to improve certain trail infrastructure in the City estimated to cost the City no more than One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000) and the acquisition of certain equipment by the City estimated to cost the City no more than Two Million Six Hundred Fifteen Thousand (\$2,615,000)), and so the Projects are estimated to cost the City, including the costs of issuing the 2023 Bonds, not more than Eleven Million Eight Hundred Thousand Dollars (\$11,800,000); and”

2. Affirmation of Ordinance No. 100923. The Common Council hereby reaffirms those matters ordained by the Common Council in the 2023 Ordinance insofar as those matters are not amended herein.

11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

12. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers, Indiana,
this _15th_ day of _July_____, 2024.

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

071524

YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the _15th____ day of _July_____, 2024, at _____p.m.

ATTEST: _____

Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

July 15, 2024
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

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

ORDINANCE NO. 071524

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF FISHERS, INDIANA, AMENDING THE
AUTHORIZATION FOR THE ISSUANCE OF THE CITY OF
FISHERS, INDIANA GENERAL OBLIGATION BONDS,
SERIES 2023 AND AUTHORIZING AND APPROVING
OTHER ACTIONS IN RESPECT THERETO**

WHEREAS, the City of Fishers, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-4-6-19 and other applicable provisions of the Indiana Code (collectively, the “Act”), is authorized and empowered to adopt this ordinance and to carry out its provisions; and

WHEREAS, the Common Council of the City (the “Common Council”) has previously adopted its Ordinance No. 100923 on November 20, 2023 (the “2023 Ordinance”) authorizing the City to issue its General Obligation Bonds, Series 2023 (the “Bonds”) and authorizing the use of the proceeds of the Bonds for the payment of all or any portion of the costs of the Projects (as defined in the 2023 Ordinance); and

WHEREAS, the Common Council has been duly advised that it is in the best interest of the City to amend the 2023 Ordinance to adjust the allocation of proceeds of the Bonds among portions of the Projects due to the evolving needs of the City (the “Amendment”); and

WHEREAS, the Amendment shall not amend the terms of the Bonds in any way, and shall not have the effect causing the Projects to constitute a controlled project under IC 6-1.1-20-1.1;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA, THAT:

1. Amendment to Recitals Paragraph 5. The Common Council hereby amends its Ordinance No. 100923 such that Paragraph 5 of the Recitals of such 2023 Ordinance shall be deleted in its entirety and replaced with the following:

“**WHEREAS**, the Road Projects are estimated to cost the City not more than Eight Million Forty Thousand Dollars (\$8,040,000) and the Other Projects are estimated cost the City not more than Three Million Seven Hundred Sixty Thousand Dollars (\$3,760,000) (comprising a project to improve certain trail infrastructure in the City estimated to cost the City no more than One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000) and the acquisition of certain equipment by the City estimated to cost the City no more than Two Million Six Hundred Fifteen Thousand (\$2,615,000)), and so the Projects are estimated to cost the City, including the costs of issuing the 2023 Bonds, not more than Eleven Million Eight Hundred Thousand Dollars (\$11,800,000); and”

2. Affirmation of Ordinance No. 100923. The Common Council hereby reaffirms those matters ordained by the Common Council in the 2023 Ordinance insofar as those matters are not amended herein.

11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

12. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

ALL OF WHICH IS SO ORDAINED by the Common Council of the City of Fishers, Indiana,
this 15th day of July, 2024.

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

071524

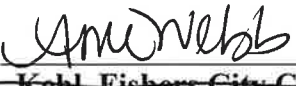
YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the 15th day of July, 2024, at 7:48 p.m.

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk


Scott A. Fadness, Mayor

MAYOR'S APPROVAL

July 15, 2024
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE



This instrument prepared by: Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian, Indianapolis, IN 46204.

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



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	An Ordinance of the Common Council of the City of Fishers, Indiana, Amending the Authorization for the Issuance of the City of Fishers, Indiana General Obligation Bonds, Series 2023 and Authorizing and Approving Other Actions in Respect Thereto			
SUBMITTED BY	Name & Title: Lisa Bradford, City Controller			
	Department:			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☒ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☒ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☒ Final Reading
	Ordinance #: 071524		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: Rick Hall, Barnes and Thornburg, LLP	
BACKGROUND (Includes description, background, and justification)	This Ordinance approves an amendment to Ordinance No. 100923 of the Common Council which authorized the issuance of the City's General Obligation Bonds, Series 2023 for the purposes of providing funds for road improvements, sewer and water infrastructure improvements, trail improvements, and equipment purchases. This amending Ordinance adjusts the allocation of the General Obligation Bond proceeds among the projects identified to increase the proceeds allocated to road improvements. This Ordinance does not in any way change the amount of the borrowing or other terms of the City's General Obligation Bonds, Series 2023.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Up to \$11,800,000
	Source of Funds:	Bond Proceeds
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Suspend the Rules and Approve Ordinance
	2.	Hold First Reading on the Ordinance
	3.	
	4.	
PROJECT TIMELINE	The City would begin to deploy General Obligation Bond proceeds for road improvements immediately upon authorization from the Common Council to do so.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Common Council suspend the rules and adopt the Ordinance.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Ordinance	



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	Resolution Approving Economic Development Agreement			
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 #: R071524B	
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)	INCOG BioPharma Services, Inc. ("Developer") is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing.	
	Previously, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the "Initial Agreement"). Developer is fully compliant with the Initial Agreement.	
	Developer has advised the City that it will grow in the City by completing its Phase II Project, if the City and Commission will satisfy the City Obligations as defined in the subject EDA, including (a) developing and constructing a building with an approximately 100,000 sq. footprint to be used for biopharmaceutical manufacturing; (b) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the building; (c) completing tenant improvements to operate a phase II biopharmaceutical manufacturing operation within the building; and (d) investing approximately \$41,000,000.00 in the project, among other obligations.	
	The subject EDA obligates the City to authorize a thirteen-year (13-year) personal property tax abatement on qualifying personal property purchased by or before December 31, 2027 and located at the Site in the amount of one hundred percent (100%) for each of the thirteen (13) years of the abatement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	None
	Source of Funds:	Abatement-no additional funds or appropriation
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution and EDA.	

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

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

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _15th_ day of July_, 2024 (the "Effective Date"), by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), City of Fishers Redevelopment Commission, a commission of the City of Fishers authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the "Commission"), and INCOG BioPharma Services, Inc., a Delaware corporation ("Developer") (collectively City, Commission and Developer may be referred to herein as the "Parties"), as follows:

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

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the "Initial Agreement");

WHEREAS, Developer is fully compliant with the Initial Agreement;

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

WHEREAS, Developer has advised the City and Commission that it will grow in the City by completing its Phase II Project (as defined herein), if the City and Commission will satisfy the City Obligations (as defined herein);

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

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

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

ARTICLE I. RECITALS

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

ARTICLE II. MUTUAL ASSISTANCE

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

ARTICLE III. DEFINITIONS

Abatement shall mean a thirteen-year (13-year) personal property tax abatement on qualifying personal property purchased by or before December 31, 2027 and located at the Site in the amount of one hundred percent (100%) for each of the thirteen (13) years of such Abatement and shall be in addition to any abatement in the Initial Agreement; provided however, in no instance shall personal property subject to the abatement provided in the Initial Agreement receive the benefit of the additional thirteen (13) years of abatement provided for herein.

Abatement Term shall mean, unless earlier terminated pursuant to this Agreement, the thirteen (13) years during which Developer claims the benefit of the Abatement, provided, however, the Abatement Term shall not continue past and shall terminate by or before December 31, 2040.

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

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

Building shall mean a building with approximately one hundred thousand square feet (100,000 SF) of usable space for biopharmaceutical manufacturing facility constructed on the Site.

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

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

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

Commission shall have the meaning ascribed to it in the preamble.

Compliance Information shall mean, individually or collectively, the Statement of Benefits Personal Property (Form 51764), the annual Compliance with Statement of Benefits (Form 51765) and any Additional Compliance Information (as defined in Section 6.03) that shall be submitted to the Executive Director.

Cure Period shall mean a period of: (A) ten (10) days after written notice of default in the case of any monetary default; provided, however, each party shall be entitled to only one cure period within three hundred sixty (360) days for monetary default; and (B) fifteen (15) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within fifteen (15) days, despite reasonably

diligent efforts, then the fifteen (15) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (Y) commences to cure the default within the fifteen (15) day period; and (Z) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than thirty (30) days after the date of the default.

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

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

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

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

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

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

FTEs shall mean full time employees.

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

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

MLA shall have the meaning ascribed to it in Article V.

MLFA shall have the meaning ascribed to it in Article V.

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

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

Phase II Project shall mean (A) developing and constructing the Building; (B) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the Building; and completing tenant improvements to operate a phase II biopharmaceutical manufacturing operation within the Building; (D) investing approximately Forty-One Million Dollars (\$41,000,000.00) in such Phase II Project, which investment shall include development, construction, build-out and personal property to be located at the Site.

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

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

Site shall mean property generally located at the northwest corner of Exit 5 Parkway and Cumberland Road Fishers, Indiana, and identified by Hamilton County property identification no. 15-11-31-00-00-026.00 and 15-11-31-00-00-026.001.

UDO shall mean the City’s Unified Development Ordinance.

ARTICLE IV. DEVELOPER’S OBLIGATIONS

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

- A. Complete development and construction of the Building pursuant to and consistent with the Laws, including, without limitation, obtaining all Required Permits;
- B. Complete all elements of the Phase II Project;
- C. Employ approximately three hundred seventy (370) FTEs on or before December 31, 2029.
- D. Compensate the new FTEs at an average annual salary of approximately Seventy-Two Thousand, Eight Hundred Dollars (\$72,800.00) (together with Subsection (C), the Employment Commitment”); and
- E. Timely submit all Compliance Information to the Executive Director.

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

ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES

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

- A. Pursuant to and consistent with Ind. Code § 6-1.1-12.1 *et. seq.*, the City shall endeavor to complete the required procedural steps to grant the Abatement; and
- B. Commission shall enter into a master lease agreement (“MLA”) and master lease funding agreement (“MLFA”) with Developer and/or its Related Entity for a ten-year (10-year) term, which MLA and MLFA shall include the Commission’s standard terms for similar MLAs and MLFAs.

ARTICLE VI. COMPLIANCE AND INCENTIVE TERMINATION

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

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

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

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

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

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

ARTICLE VII. ASSIGNMENT

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

ARTICLE VIII. GENERAL PROVISIONS

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

Section 8.02. Cure. Except as otherwise specifically stated herein, before any failure of either of the Parties to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred during any applicable Cure Period. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

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

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

Section 8.05. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Execution Date, Developer shall execute an affidavit affirming that: (A) it is enrolled and is participating in the E-Verify program; and (B) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to City's authorized representative.

Section 8.06. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or

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

Section 8.07. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (A) delivered in person to the other party; (B) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (C) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City and Commission at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copies to: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Developer at 12050 Exit 5 Pkwy, Fishers, IN 46037 with a copy to Patrick S. Cross, Faegre Drinker Biddle & Reath LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

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

Section 8.09. Representations and Warranties

A. City and Commission. Each of City and Commission represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) City is an Indiana municipality and Commission is a commission of the City, both of which are organized and existing under the laws of the State of Indiana; (iii) subject to completion of the applicable proceedings required by Laws, it has the power: (1) to enter into this Agreement; and (2) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (1) to execute and deliver this Agreement; and (2) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (v) it has not engaged or dealt with any real estate broker or agent in connection with the Phase II Project, Site, or this transaction and no person or entity is entitled to claim a fee in

connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of City or Commission.

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

Section 8.10. Miscellaneous. Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, City, Commission and Developer, and their respective successors and assigns. This Agreement shall be recorded by the City against the Site. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. City, Commission and Developer waive, to the extent permitted under applicable law: (A) the right to a trial by jury; and (B) any right City, Commission or Developer may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City, Commission and Developer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or

describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among Developer, Commission or City or their successors in interest. The parties acknowledge and agree that Developer is not a principal, agent, officer shareholder or employee of the City or Commission. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

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

[signatures on following pages]

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

“City”

City of Fishers, Hamilton County, Indiana

By: _____
Scott Fadness, Mayor

“Commission”
CITY OF FISHERS REDEVELOPMENT
COMMISSION

Brad Johnson, President

Attest: _____
Tony Bonacuse, Secretary

“Developer”
INCOG BIOPHARMA SERVICES, INC.

By: Cory B. Lewis

Its: Chief Executive Officer

RESOLUTION NO. R071524B

**RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT
(INCOG PHASE II)**

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

WHEREAS, in 2021, Developer and the City of Fishers, Hamilton County, Indiana (the “City”) entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the “Initial Agreement”);

WHEREAS, Developer is fully compliant with the Initial Agreement;

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

WHEREAS, Developer has advised the City that it will grow in the City by completing its Phase II Project, if the City and Commission will satisfy the City Obligations;

WHEREAS, the City and Commission have determined that it is in the best interest of the citizens of the City to induce Developer to complete the Phase II Project, all pursuant the economic development agreement attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

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

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

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

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

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

ALL OF WHICH IS RESOLVED by the City of Fishers Common Council, Hamilton County, Indiana this _15th___ day of July, 2024.

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

YAY

NAY

ABSTAIN

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

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

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR’S APPROVAL

Scott A. Fadness, Mayor

DATE

MAYOR’S VETO

Scott A. Fadness, Mayor

DATE

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

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



RESOLUTION NO. R071524B

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WHEREAS, Developer is fully compliant with the Initial Agreement;

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

WHEREAS, Developer has advised the City that it will grow in the City by completing its Phase II Project, if the City and Commission will satisfy the City Obligations;

WHEREAS, the City and Commission have determined that it is in the best interest of the citizens of the City to induce Developer to complete the Phase II Project, all pursuant the economic development agreement attached hereto and incorporated herein as **Exhibit A** (the “EDA”); and

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

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

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

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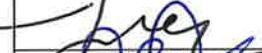
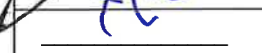
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R071524B

YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of July 2024 at 7:48

ATTEST: 
Ami Webb, Administrative Assistant



MAYOR'S APPROVAL


Scott A. Fadness, Mayor

July 15, 2024
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

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

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

WHEREAS, in 2021, Developer and the City entered into a certain Economic Development Agreement pursuant to Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the "Initial Agreement");

WHEREAS, Developer is fully compliant with the Initial Agreement;

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

WHEREAS, Developer has advised the City and Commission that it will grow in the City by completing its Phase II Project (as defined herein), if the City and Commission will satisfy the City Obligations (as defined herein);

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

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

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

ARTICLE I. RECITALS

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

ARTICLE II. MUTUAL ASSISTANCE

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

ARTICLE III. DEFINITIONS

Abatement shall mean a thirteen-year (13-year) personal property tax abatement on qualifying personal property purchased by or before December 31, 2027 and located at the Site in the amount of one hundred percent (100%) for each of the thirteen (13) years of such Abatement and shall be in addition to any abatement in the Initial Agreement; provided however, in no instance shall personal property subject to the abatement provided in the Initial Agreement receive the benefit of the additional thirteen (13) years of abatement provided for herein.

Abatement Term shall mean, unless earlier terminated pursuant to this Agreement, the thirteen (13) years during which Developer claims the benefit of the Abatement, provided, however, the Abatement Term shall not continue past and shall terminate by or before December 31, 2040.

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

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

Building shall mean a building with approximately one hundred thousand square feet (100,000 SF) of usable space for biopharmaceutical manufacturing facility constructed on the Site.

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

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

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

Commission shall have the meaning ascribed to it in the preamble.

Compliance Information shall mean, individually or collectively, the Statement of Benefits Personal Property (Form 51764), the annual Compliance with Statement of Benefits (Form 51765) and any Additional Compliance Information (as defined in Section 6.03) that shall be submitted to the Executive Director.

Cure Period shall mean a period of: (A) ten (10) days after written notice of default in the case of any monetary default; provided, however, each party shall be entitled to only one cure period within three hundred sixty (360) days for monetary default; and (B) fifteen (15) days after a party failing to perform or observe any other term or condition of this Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within fifteen (15) days, despite reasonably

diligent efforts, then the fifteen (15) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (Y) commences to cure the default within the fifteen (15) day period; and (Z) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than thirty (30) days after the date of the default.

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

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

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

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

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

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

FTEs shall mean full time employees.

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

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

MLA shall have the meaning ascribed to it in Article V.

MLFA shall have the meaning ascribed to it in Article V.

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

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

Phase II Project shall mean (A) developing and constructing the Building; (B) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the Building; and completing tenant improvements to operate a phase II biopharmaceutical manufacturing operation within the Building; (D) investing approximately Forty-One Million Dollars (\$41,000,000.00) in such Phase II Project, which investment shall include development, construction, build-out and personal property to be located at the Site.

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

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

Site shall mean property generally located at the northwest corner of Exit 5 Parkway and Cumberland Road Fishers, Indiana, and identified by Hamilton County property identification no. 15-11-31-00-00-026.00 and 15-11-31-00-00-026.001.

UDO shall mean the City’s Unified Development Ordinance.

ARTICLE IV. DEVELOPER’S OBLIGATIONS

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

- A. Complete development and construction of the Building pursuant to and consistent with the Laws, including, without limitation, obtaining all Required Permits;
- B. Complete all elements of the Phase II Project;
- C. Employ approximately three hundred seventy (370) FTEs on or before December 31, 2029.
- D. Compensate the new FTEs at an average annual salary of approximately Seventy-Two Thousand, Eight Hundred Dollars (\$72,800.00) (together with Subsection (C), the Employment Commitment”); and
- E. Timely submit all Compliance Information to the Executive Director.

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

ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES

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

- A. Pursuant to and consistent with Ind. Code § 6-1.1-12.1 *et. seq.*, the City shall endeavor to complete the required procedural steps to grant the Abatement; and
- B. Commission shall enter into a master lease agreement (“MLA”) and master lease funding agreement (“MLFA”) with Developer and/or its Related Entity for a ten-year (10-year) term, which MLA and MLFA shall include the Commission’s standard terms for similar MLAs and MLFAs.

ARTICLE VI. COMPLIANCE AND INCENTIVE TERMINATION

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

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

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

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

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

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

ARTICLE VII. ASSIGNMENT

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

ARTICLE VIII. GENERAL PROVISIONS

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

Section 8.02. Cure. Except as otherwise specifically stated herein, before any failure of either of the Parties to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred during any applicable Cure Period. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

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

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

Section 8.05. E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. Within ten (10) days after the Execution Date, Developer shall execute an affidavit affirming that: (A) it is enrolled and is participating in the E-Verify program; and (B) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Developer shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Developer and delivered to City's authorized representative.

Section 8.06. No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or

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

Section 8.07. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (A) delivered in person to the other party; (B) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (C) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City and Commission at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copies to: Lindsey Bennett, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Developer at 12050 Exit 5 Pkwy, Fishers, IN 46037 with a copy to Patrick S. Cross, Faegre Drinker Biddle & Reath LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

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

Section 8.09. Representations and Warranties

A. City and Commission. Each of City and Commission represents and warrants to Developer that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) City is an Indiana municipality and Commission is a commission of the City, both of which are organized and existing under the laws of the State of Indiana; (iii) subject to completion of the applicable proceedings required by Laws, it has the power: (1) to enter into this Agreement; and (2) to perform its obligations hereunder; (iv) it has been duly authorized by proper action: (1) to execute and deliver this Agreement; and (2) to perform its obligations hereunder, (viii) this Agreement is the legal, valid, and binding obligation of it; and (v) it has not engaged or dealt with any real estate broker or agent in connection with the Phase II Project, Site, or this transaction and no person or entity is entitled to claim a fee in

connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of City or Commission.

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

Section 8.10. Miscellaneous. Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, City, Commission and Developer, and their respective successors and assigns. This Agreement shall be recorded by the City against the Site. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. City, Commission and Developer waive, to the extent permitted under applicable law: (A) the right to a trial by jury; and (B) any right City, Commission or Developer may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by City, Commission and Developer. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or

describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among Developer, Commission or City or their successors in interest. The parties acknowledge and agree that Developer is not a principal, agent, officer shareholder or employee of the City or Commission. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

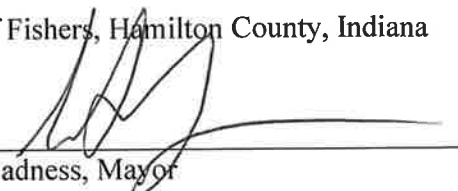
IN WITNESS WHEREOF, City, Commission and Developer have executed this Economic Development Agreement as of the day and year first written above.

[signatures on following pages]

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

“City”

City of Fishers, Hamilton County, Indiana

By: 
Scott Fadness, Mayor

“Commission”

CITY OF FISHERS REDEVELOPMENT
COMMISSION

Brad Johnson, President

Attest: _____
Tony Bonacuse, Secretary

“Developer”

INCOG BIOPHARMA SERVICES, INC.

By: Cory B. Lewis

Its: Chief Executive Officer



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	Resolution Approving Economic Development Agreement			
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 #: R071524B	
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)	INCOG BioPharma Services, Inc. ("Developer") is a Fishers based, global contract development and manufacturing organization to which pharmaceutical companies outsource drug manufacturing.	
	Previously, Developer and the City entered into a certain Economic Development Agreement pursuant to which Developer and a related entity acquired its Fishers Site, constructed and now operate its global headquarters (the "Initial Agreement"). Developer is fully compliant with the Initial Agreement.	
	Developer has advised the City that it will grow in the City by completing its Phase II Project, if the City and Commission will satisfy the City Obligations as defined in the subject EDA, including (a) developing and constructing a building with an approximately 100,000 sq. footprint to be used for biopharmaceutical manufacturing; (b) acquiring the necessary personal property to operate a phase II biopharmaceutical manufacturing operation within the building; (c) completing tenant improvements to operate a phase II biopharmaceutical manufacturing operation within the building; and (d) investing approximately \$41,000,000.00 in the project, among other obligations.	
	The subject EDA obligates the City to authorize a thirteen-year (13-year) personal property tax abatement on qualifying personal property purchased by or before December 31, 2027 and located at the Site in the amount of one hundred percent (100%) for each of the thirteen (13) years of the abatement.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	
	Expenditure \$:	None
	Source of Funds:	Abatement-no additional funds or appropriation
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve the Resolution
	2.	Reject the Resolution
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Approve the Resolution and EDA.	

SUPPLEMENTAL INFORMATION (List all attached documents)	
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ORDINANCE NO.: 071524A

**AN ORDINANCE OF THE COMMON COUNCIL FOR THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA, AMENDING CHAPTER 32.05 OF THE CITY OF
FISHERS CODE OF ORDINANCES (HEALTH DEPARTMENT)**

WHEREAS, ensuring the health and safety of residents is the highest priority of the City of Fishers, Hamilton County, Indiana (“City”);

WHEREAS, on or around June 15, 2020, the Common Council (“Council”) adopted Ordinance No.: 061520A, which created the City of Fishers Health Department Code (the “Health Code”) to further promote the health, safety, and welfare of the City;

WHEREAS, during the 2023 legislative session, the Indiana General Assembly made several changes to Indiana’s Health Department Act, Ind. Code §16-20 *et. seq.* (the “Act”), including, but limited to, the qualifications of the Health Officer, all as further described in P.L. 164-2023 (collectively, the “State Amendments”);

WHEREAS, the City, by and through the Fishers Health Department, now desires to amend the Health Code to conform with the State Amendments; and

WHEREAS, the Council now desires to amend the Health Code as further defined herein.

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

Section 1. Chapter 32.05 (Department of Health), of the City of Fishers Code of Ordinances shall be amended as follows:

§ 32.05 (G) *Health Officer* shall be amended as follows:

- (1) In accordance with IC 16-20-4-20, as amended, the Board shall appoint a Health Officer who meets the requirements set forth in IC 16-20-1-9.5, as amended. The appointment is subject to the approval of the City Council. The Health Officer is the executive officer for the Department and shall serve as secretary of the Board. The Health Officer must be a citizen of the United States.

If the Department wants to employ a Health Officer who is not a physician, but meets the requirements of IC 16-20-1-9.5(a)(2), as amended, the Department must do the following:

- (a) Obtain the approval of the Mayor.
- (b) Upon obtaining the approval under subdivision (a), submit a request to the executive board of the state department for approval to employ the individual. The request must detail how the city plans to ensure the appropriate clinical oversight for any provided medical services.

The executive board of the state department shall determine whether to approve a request based on the needs of the requesting city and the qualifications of the individual.

- (2) A Health Officer may be appointed to serve simultaneously more than one local board of health.
- (3) A Health Officer serves a term of four (4) years unless removed for cause as provided in IC 16-20 et. seq. The Health Officer shall have all powers and duties as prescribed by IC 16-20 et. seq.

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 from and upon its adoption and publication and in accordance with Indiana law.

SO ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana this __15th__ day of __July____, 2024.

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

071524A

YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the ___15th___ day of ___July___ 2024 at _____p.m.

ATTEST: _____

Ami Webb, Administrative Assistant

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

_____ **July 15, 2024** _____

DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

_____ **DATE**

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

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



ORDINANCE NO.: 071524A

**AN ORDINANCE OF THE COMMON COUNCIL FOR THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA, AMENDING CHAPTER 32.05 OF THE CITY OF
FISHERS CODE OF ORDINANCES (HEALTH DEPARTMENT)**

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WHEREAS, on or around June 15, 2020, the Common Council (“Council”) adopted Ordinance No.: 061520A, which created the City of Fishers Health Department Code (the “Health Code”) to further promote the health, safety, and welfare of the City;

WHEREAS, during the 2023 legislative session, the Indiana General Assembly made several changes to Indiana’s Health Department Act, Ind. Code §16-20 *et. seq.* (the “Act”), including, but limited to, the qualifications of the Health Officer, all as further described in P.L. 164-2023 (collectively, the “State Amendments”);

WHEREAS, the City, by and through the Fishers Health Department, now desires to amend the Health Code to conform with the State Amendments; and

WHEREAS, the Council now desires to amend the Health Code as further defined herein.

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

Section 1. Chapter 32.05 (Department of Health), of the City of Fishers Code of Ordinances shall be amended as follows:

§ 32.05 (G) *Health Officer* shall be amended as follows:

- (1) In accordance with IC 16-20-4-20, as amended, the Board shall appoint a Health Officer who meets the requirements set forth in IC 16-20-1-9.5, as amended. The appointment is subject to the approval of the City Council. The Health Officer is the executive officer for the Department and shall serve as secretary of the Board. The Health Officer must be a citizen of the United States.

If the Department wants to employ a Health Officer who is not a physician, but meets the requirements of IC 16-20-1-9.5(a)(2), as amended, the Department must do the following:

- (a) Obtain the approval of the Mayor.
- (b) Upon obtaining the approval under subdivision (a), submit a request to the executive board of the state department for approval to employ the individual. The request must detail how the city plans to ensure the appropriate clinical oversight for any provided medical services.

The executive board of the state department shall determine whether to approve a request based on the needs of the requesting city and the qualifications of the individual.

- (2) A Health Officer may be appointed to serve simultaneously more than one local board of health.
- (3) A Health Officer serves a term of four (4) years unless removed for cause as provided in IC 16-20 et. seq. The Health Officer shall have all powers and duties as prescribed by IC 16-20 et. seq.

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 from and upon its adoption and publication and in accordance with Indiana law.

SO ORDAINED, by the Common Council for the City of Fishers, Hamilton County, Indiana this __15th__ day of __July____, 2024.

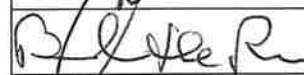
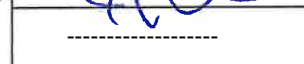
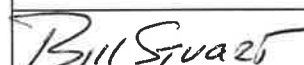
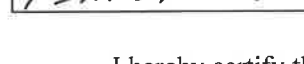
COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA

071524A

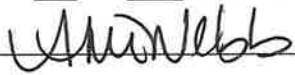
YAY

NAY

ABSTAIN

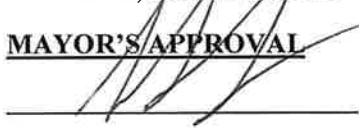
	Cecilia Coble, President		
	C. Pete Peterson, Vice President		
	John Weingardt, Member		
	Brad DeReamer, Member		
	Selina Stoller, Member		
	Todd Zimmerman, Member		
	John DeLucia, Member		
	Tiffanie Ditlevson Member		
	Bill Stuart, Member		

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of July 2024 at 7:48 p.m.

ATTEST: 

Ami Webb, Administrative Assistant

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



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 July 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept. Fund – Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

PUBLISHER'S AFFIDAVIT

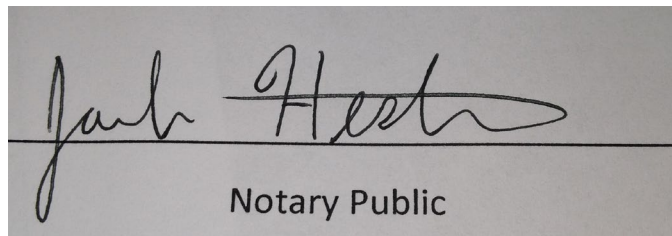
State of Indiana)
) ss:
Hamilton County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of **The Times** newspaper of general circulation printed and published in the English language in the city of **Noblesville** in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **1** time(s), the date(s) of publication being as follows:

7/3/2024



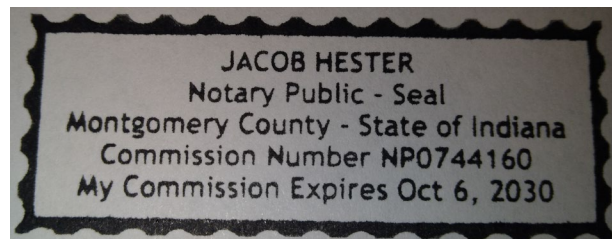
Subscribed and sworn to before me this **3** day of **July, 2024**.



The image shows a notary seal with a signature 'Jacob Hester' written over a horizontal line. Below the line, the words 'Notary Public' are printed.

My commission expires: **10/06/2030**
Jacob Hester
Resident of Montgomery County

Publisher's Fee: **\$21.56**



Cause #Additional Appropriations
TICKET: TL21651

PUBLIC NOTICES

NOTICE OF ADDITIONAL APPROPRIATION

TO CLAY TOWNSHIP TAXPAYERS

The taxpayers of Clay Township of Hamilton County, Indiana are hereby notified that on July 16, 2024 at 7:00 p.m., the Clay Township Board will meet at its regular meeting place located in the Community Room of the John W. Hensel Government Center, 10701 N. College Avenue, Indianapolis, Indiana to consider the following additional appropriations in excess of the budget for the current year.

Fund 1215 - Park Capital Non-Reverting Fund

Category: Capital Outlays
4AA Park System Capital Maintenance \$ 552,868

Fund 0101 - General Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges

Supplemental LIT \$1,049,531

Fund 1181 - Fire Building Debt Fund

Category: Other Services and Charges
Subcategory: Other Services and Charges

Carmel Clay Municipal Building Corporation

Lease Rental Bonds \$ 248,500

Total Additional Appropriations: \$1,850,899

Taxpayers appearing at the meeting shall have the right to be heard on the issue of the additional appropriations. The additional appropriations as finally made, will be referred to the Department of Local Government Finance which will determine whether such funds are currently available to the Township within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated: July 3, 2024

Paul Hensel,

Clay Township Trustee

TL21638 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

J. W. Wagner Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21644 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Beaver & Brooks Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21647 7/3 1t hspaxlp

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS FOR THE RECONSTRUCTION OF THE MARY WILSON DRAIN AND OAK PARK DRAIN, 5.962 FEET, MORE OR LESS IN LENGTH IN SECTIONS 7, 18, TOWNSHIP 18 NORTH, RANGE 4 EAST, WESTFIELD-WASHINGTON TOWNSHIP WILL BE OPENED AND READ ON THE 22ND DAY OF JULY 2024 AT 9:00 A.M. BY THE HAMILTON COUNTY DRAINAGE BOARD IN THE HAMILTON COUNTY COMMISSIONERS COURT IN THE HAMILTON COUNTY JUDICIAL BUILDING, ONE HAMILTON COUNTY SQUARE, NOBLESVILLE, INDIANA 46060-2230.

All bids must be on proposal forms furnished by the Hamilton County Surveyor and accompanied by a bid bond or certified check in an amount equal to five percent (5%) of the bid amount. The bidder shall also execute a FORM 96 as required by the State Board of Accounts and include a notarized non-collusion affidavit with the bid documents.

Plans and specifications for the project are on file in the office of the Hamilton County Drainage Board / Surveyor's Office at One Hamilton County Square, Suite 188, Noblesville, Indiana 46060.

A non-refundable fee for plans and specifications of Seventy Five dollars (\$75.00) is required. Check payable to the Hamilton County Treasurer.

ALL BIDS WILL BE SUBMITTED TO THE DRAINAGE BOARD SECRETARY BY 9:00 A.M. JULY 22, 2024.

TL21650 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Osborne Trails Section 15. More specifically, the project is located in the Northwest Quarter of Section 26, Township 19 North, Range 3 East, on the west side of Horton Road at Lone Isle Road. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to Little Eagle Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21640 7/3 1t hspaxlp

PUBLIC NOTICE

Lennar Homes of Indiana, LLC (11555 N. Meridian St., Suite 400, Carmel, IN 46032) is submitting a Notice of Intent to the Indiana Department of Environmental Management of our intent to comply with the requirements of Construction Stormwater General Permit to discharge stormwater from construction activities associated with Abbott Commons Section 2. More specifically, the project is located on the north side of E. 136th Street at the intersection of Hunters Run Drive, being a part of the Southeast Quarter and Southwest Quarter of Section 19, Township 18 North, Range 6 East, Hamilton County, Indiana. Construction activity is scheduled to commence in July 2024 and construction should be completed by July 2029. Run-off from the project site will discharge to George Burke Drain and Mud Creek. Questions or comments should be directed to: Stuart Huckelberry, Lennar Homes of Indiana, LLC, 11555 N. Meridian St., Suite 400, Carmel, IN 46032, (317) 659-3200 stuart.huckelberry@lennar.com

TL21641 7/3 1t hspaxlp

STATE OF INDIANA)

) SS

COUNTY OF HAMILTON) BEFORE THE HAMILTON)
IN THE MATTER OF William Lehr Drain, Booth-Zeis Arm, Finch Creek Development Relocation DRAINAGE BOARD

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger__

PRESIDENT

ATTEST: Lynette Mosbaugh

SECRETARY

TL21645 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Johnson & Gardner Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Attest: Lynette Mosbaugh

Hamilton County Drainage Board

TL21649 7/3 1t hspaxlp

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 July 15, 2024 regularly scheduled Council meeting for considering the following additional appropriation(s) in excess of the budget for the current year.

	Addition	Reduction
Health Dept. Fund - Professional Services	\$50,000	\$0
Total	\$50,000	\$0

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

Dated this 1st day of July, 2024

CITY OF FISHERS

Lisa Bradford

City Controller

Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

NOTICE OF PUBLIC HEARING OF WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION

Notice is hereby given that the Westfield-Washington Township Advisory Plan Commission ("Commission") will hold a public hearing on the proposed Road Impact Fee Ordinance ("Ordinance") on Monday, July 15, 2024 at 7:00 p.m. at Westfield City Hall, 130 Penn Street, Westfield, IN 46074. The Ordinance will require that all new development in the City of Westfield ("City") pay a road impact fee representing the development's proportionate share of the capital cost of new road and street infrastructure necessary to serve the new development. The Ordinance will apply to the entire corporate boundaries of the City, as may be extended from time to time through annexation. A copy of the Ordinance is on file at the Westfield City Services Center, 2728 E. 171st Street, Westfield, IN 46074, and may be examined by the public during regular office hours. Written objections to the Ordinance that are filed with the secretary of the Commission before the hearing will be considered by the Commission. Public comment concerning the Ordinance will be heard by the Commission at the hearing. The Commission may continue the hearing from time to time as may be found necessary.

WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION

TL21642 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

Little Eagle Creek Drain Shed Correction

Kimblickewick by Del Webb Sections 6A, 6B & 7

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21643 7/3 1t hspaxlp

BEFORE THE HAMILTON COUNTY DRAINAGE BOARD

IN THE MATTER OF THE

J. H. Leap Drain

NOTICE

Notice is hereby given pursuant to Section 405 of the 1965 Indiana Drainage Code that this Board, prior to final adjournment on June 24, 2024 has issued an order adopting the Schedule of Assessments, filed the same and made public announcement thereof at the hearing and ordered publication. If judicial review of the findings and order of the Board is not requested pursuant to Article Eight of this code within twenty (20) days from the date of this publication, the order shall be conclusive.

Hamilton County Drainage Board

Attest: Lynette Mosbaugh

TL21646 7/3 1t hspaxlp

STATE OF INDIANA)

) SS

COUNTY OF HAMILTON) BEFORE THE HAMILTON)
IN THE MATTER OF William Lehr Drain, Booth-White Arm, Finch Creek Development Relocation DRAINAGE BOARD

NOTICE

Notice is hereby given that the Hamilton County Drainage Board at its regular meeting June 24, 2024 adopted the reconstruction report of the Surveyor and the Amended Schedule of damages and assessments including annual assessment for periodic maintenance, finding that the costs, damages and expense of the proposed improvement would be less than the benefits which will result to the owner of lands benefited thereby.

The Board issued an order declaring the proposed improvement established. Such findings and order were marked filed and are available for inspection in the Office of the Hamilton County Surveyor.

If judicial review of the findings and order of the Board is not requested pursuant to Article VIII of the 1965 Indiana Drainage Code as amended within twenty (20) days from the date of publication of this notice, the findings and order shall become conclusive.

HAMILTON COUNTY DRAINAGE BOARD

BY: Steven C. Dillinger__

PRESIDENT

ATTEST: Lynette Mosbaugh

SECRETARY

TL21648 7/3 1t hspaxlp

CITY OF NOBLESVILLE

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:
By / At: City of Noblesville, Indiana
Office of the Clerk
16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant - SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:

SEALED BID: 2024 Community Development Block Grant - SW Quad
Bid Opening: Bids will be publicly opened and read aloud by the City of Noblesville at the Council Chambers, Noblesville, Indiana 46060, at 9:00 A.M., local time, Tuesday, July 23, 2024.

Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall - Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.

Qualification of Bidders: Bidder, or Sub-Contractor performing work, must be on the most current Indiana Department of Transportation Qualified Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to "Surface Masonry and Misc. Concrete."



MORSE

From Page A1

under the tree, receive free presents., and so much more."

"We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to

and Secretary of the Kiwanis Club of Cicero. "Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community



PAULA

From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and

and sack races as well as a contest to see who could climb a greased pole.

↓ MORSE From Page A1

under the tree, receive free presents., and so much more.”

“We are honored to hold our breakfast during Lights Over Morse, an event that brings members of our communities together to celebrate with a stunning display of fireworks, entertainment, and family-friendly activities. It is a tradition that highlights the warmth and spirit of our community,” explained Sue Clevenger chair of the pancake breakfast

and Secretary of the Kiwanis Club of Cicero. “Our club event is the community coming together as volunteers, patrons, and sponsors to raise money to put right back into helping our communities. This IS the community helping the community.”

If you would like to make a direct contribution you can go online to www.cicerokiwanis.org or send to Kiwanis Club of Cicero, PO Box 272, Cicero, IN 46034.

Noblesville Creates: Award Nominations Open

On Sept. 19, Noblesville Creates will host its 12th Anniversary Gala. At this event, Noblesville Creates will award and recognize some of the most inspirational artists and arts advocates among the region's thriving arts scene.

The event will be held at Embassy Suites in Noblesville and will consist of art demonstrations and activities, the Noblesville Creates Awards, dinner, drinks, live music, a live auction, and more.

Nominations are currently open for the 2024 Noblesville Creates Awards. This award ceremony seeks to recognize leaders and visionaries who are expanding and improving opportunities for artists and art-lovers.

The selected nominees will be individuals who show outstanding leadership and vision in supporting, promoting, and providing creativity in the Central Indiana region.

If you're interested in nominating someone for the 2024 Noblesville Creates Awards, visit <https://noblesvillecreates.org/gala/#nominate-here>.

Nominations will be accepted through Monday, July 29, 2024.

Sponsorship opportunities are also available for the Noblesville Creates 12th Anniversary Gala. If you're interested, please reach out to the Executive Director of Noblesville Creates, Aili McGill, at amcgill@noblesvillecreates.org.

THE TIMES

Auditorium, One Municipal Drive, Fishers, IN 46038. Taxpayers appearing at the meeting shall have the right to be heard. The additional appropriations as finally made will be referred to the Department of Local Government Finance (Department). The Department will make a written determination as to the sufficiency of funds to support the appropriation within fifteen (15) days of receipt of a Certified Copy of the action taken.
Dated this 1st day of July, 2024
CITY OF FISHERS
Lisa Bradford
City Controller
Hamilton County, Indiana

TL21651 7/3 1t hspaxlp

↓ PAULA From Page A1

Marching in the parade were Woodmen (500 of them, if the newspaper ad can be believed!) and Foresters (the Woodmen's drill teams.) The Noblesville and Lapel bands provided music and there were several floats, two of which were singled out in the newspaper accounts.

The Woodsman's 50 foot-long float portrayed the Maine, complete with the battleship's turrets, big guns and smoke stacks belching smoke. The other float, created by the Foresters, depicted a gray-haired woodsman at work in a forest while a raccoon frolicked overhead in the trees. (I'd love to see a photo of that.)

Following the parade, the local G. A. R. post dedicated two cannons which were placed on opposite corners of the courthouse yard.

The featured address was delivered by Indianapolis politician John L. Griffith, while C. T. Heydecker of Illinois, the chairman of the board of directors of the Modern Woodmen's head camp (headquarters,) spoke later to picnickers at Dill's Grove. (Dill's Grove was southeast of the city, somewhere near Stony Creek.)

The afternoon was reserved for mule, foot, egg, wheelbarrow, barrel

and sack races as well as a contest to see who could climb a greased pole.

A competition was also held on South Ninth Street between the Sharpsville and Anderson Foresters drill teams. Sharpsville won the \$50 prize.

Perhaps the day's most eagerly awaited attraction was a balloon ascension by Prof. J. E. Baldwin, which was scheduled for that evening. Prof. Baldwin didn't merely go up in his balloon, he also performed acrobatic feats in mid-air.

Unfortunately, just days before the Fourth, Prof. Baldwin had been accepted into the United States Signal Corps and was no longer available, so a Prof. Wright replaced him.

There's no indication Prof. Wright did anything but take his balloon up and land safely, but the crowd still considered it a success.

The “grandest Fourth of July celebration that Noblesville ever witnessed” ended with an equally grand fireworks display.

Paula Dunn's From Time to Thyme column appears on Wednesdays in The Times. Contact her at younggardenerfriend@gmail.com

16 S. 10th Street
Noblesville, Indiana 46060
Project: 2024 Community Development Block Grant – SW Quad
Until: 9:00 A.M., local time, Tuesday, July 23, 2024
Receipt of Bids: Bids received after the stated time will be returned unopened. Bids are to be submitted on the Bid Form as provided in the Project Manual and on Indiana State Board of Accounts Form No. 96 (revised 2013) as required by the statutes of the State of Indiana. Bidders shall submit financial data, statement of experience, proposed plan for performing the Work and the equipment the Bidder has available for the performance of the Work, along with a properly signed Affidavit of Non-Collusion as required by Form No. 96. Bids shall be submitted in a sealed envelope, marked with the name and address of the Bidder, and clearly identified:
SEALED BID: 2024 Community Development Block Grant – SW Quad
Bid Opening: Bids will be publicly opened and read aloud by the City of Noblesville at the Council Chambers, Noblesville, Indiana 46060, at 9:00 A.M., local time, Tuesday, July 23, 2024
Pre-Bid Meeting: A mandatory Pre-Bid meeting for interested parties will be held on Wednesday, July 17, 2024, at 2:30 P.M., local time at Noblesville City Hall – Engineering Department Library Conference Room. For special accommodations for individuals planning to attend the Pre-Bid meeting or public bid opening, please call or notify the City of Noblesville at (317) 776-6330 at least forty-eight (48) hours prior thereto.
Qualification of Bidders: Bidder, or Sub-Contractor performing work type, must be on the most current Indiana Department of Transportation Pre-Qualified Contractors list at the date of the Bid Opening for the types of work involved with this project, including, but not limited to “Surface Masonry and Misc. Concrete.”
The Work: The Work shall be completed by certified / qualified Contractor(s) and Subcontractor(s) for the Project all as required by the Bidding Documents which have been assembled into a bound Project Manual and consists of: Sidewalk removal and replacement.
Base bid for which proposals are to be received is for the construction of approximately 1000 linear feet of concrete sidewalk and 100 square yards of ADA ramps.
Davis-Bacon Requirements: Project is partially federally funded by a Community Development Block Grant and must be in accordance with Davis-Bacon requirements.
Contract Award: Any Bid may be withdrawn prior to the deadline for receipt of Bids, but no Bidder shall withdraw its Bid within sixty (60) days after the opening of the Bids. If a contract is awarded, it will be to the “lowest responsible and responsive bidder” in accordance with Indiana Code 36-1-12-1 et seq. The Owner, however, reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the Owner, and waive any informalities, discrepancies, omissions, variances, or irregularities in bids received in its sole discretion. The Bid Bonds and certified checks of unsuccessful bidders will be returned upon selection of the successful Bidder, execution of the Agreement, and provision of the required Performance and Payment Bonds and Certificate of Insurance.
Bid Documents: Copies of the Specifications and Contract Documents may be obtained on or after July 8, 2024. Interested Bidders may obtain electronic Bidding Documents by sending an email to dochoa@noblesville.in.gov and arodewald@noblesville.in.gov requesting instructions to download project documents.
Submit all bid questions in writing to City of Noblesville – Engineering Department prior to 12:00PM, local time on Thursday, July 18, 2024. Questions will only be accepted from firms on the official Plan Holders list. A written response will be emailed to the address on the official Plan Holder's list that is required to be completed at the time the plans are purchased. No questions will be answered by telephone. The contact person for questions is:
Andrew Rodewald, PE
Project Manager – City of Noblesville
Email: arodewald@noblesville.in.gov
Carbon Copy Question To:
Deon Ochoa
Construction Manager
Email: dochoa@noblesville.in.gov
Bidders shall assure that they have obtained complete sets of Bidding Documents and the Project Manual and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of Bidding Documents or Project Manual. Bids must be submitted on the forms contained in the Project Manual and must contain the names of every person or company interested therein.
Bid Security:
Each Bid shall be accompanied by bid security in the form of a Bid Bond as provided in the Project Manual in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety qualified to do business in the State of Indiana or by a certified check made payable to the City of Noblesville, on a solvent bank in the amount of ten percent (10%) of the amount of the total Bid including alternates. The Bid Bond or certified check shall be security that the successful Bidder will, within ten (10) calendar days or such other time specified by Owner from the acceptance of the Bid, execute the Agreement and provide the required Payment and Performance Bonds, included in the Project Manual and Certificate of Insurance.
Performance Bond and Labor and Material Payment Bond:
A Performance Bond with good and sufficient surety as required by the Owner on the Form provided in the Project Manual, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Sum, conditioned upon the faithful performance of the Agreement. The surety of the Performance Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.
The Contractor shall provide a Payment Bond with a good and sufficient surety as required by the Owner on Form provided in the Project Manual, in an amount equal to one hundred percent (100%) of the Contract Sum. The Payment Bond is binding on the Contractor, its subcontractors, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.
All out-of-state bidder corporations must have a Certificate of Authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.
CITY OF NOBLESVILLE
BY: _____
PRINTED: _____ Andrew J. Rodewald _____
TL21652 7/3 7/10 2t hspaxlp

**Thank you for
subscribing!**



Sagamore News Media

The Paper • The Times
The Weekly • Sheridan News
P.O. Box 272
Crawfordsville, IN 47933

Invoice

Date	Invoice #
7/1/2024	TL21651

The Times of
Noblesville

Bill To

Due	7/31/2024
Rep	LR

Balances over 90 days past due will be turned over to collections. Please contact our Business office to make a payment or a payment plan. Customers in a "pay-by-the-month" plan are exempt from collections while payments are being made.

Description	Qty	Rate	Amount
Additional Appropriations Runs 07/03		21.56	21.56
In this time of uncertainty, we here at the Times are requesting that you pay your invoice with credit card or bank transfer directly through Quickbooks via the link in the invoice email. Thank you in advance for your cooperation!			

Thank you for choosing The Times of Noblesville. We value your local business! This invoice states that you have agreed to purchase an ad, or ad package from us. If you have any questions you can contact your sales rep or call the Business Office at 765-361-0100 x 3

Total	\$21.56
Balance Due	\$21.56



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

R071524A

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): 7/3/2024

Newspaper Name: Times of Noblesville

Date of Publication

(month, day, year):

Newspaper Name:

Date of Public Hearing

(month, day, year): 7/15/2024

Date Resolution Passed

(month, day, year): 7/15/2024

DLGF USE ONLY

Date Received

(month, day, year):

Order Number:

Section II

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

A. DLGF Fund Number	N/A	N/A			
B. Fund Name	Health Department Fund				
C. Appropriation Amount Requested	\$50,000.00	\$0.00	\$0.00		
D. Amount by Reduction (Enter as a positive number.)	\$0.00	\$0.00	\$0.00		
E. Net Amount of Increase (C minus D.)	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$880,834.00	\$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.)	\$355,674.00	\$0.00	\$0.00		
6. January 1 Cash Balance (Include investments.)	\$3,892,156.00	\$0.00	\$0.00		
7. Subtotal of Funds (Add 1 thru 6.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00	\$0.00	\$0.00		
9. Total Funds (7 minus 8.)	\$5,128,664.00	\$0.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$4,187,009.00	\$0.00	\$0.00		
11. Encumbered Appropriations Carried Forward From Previous Year	\$123,057.00	\$0.00	\$0.00		
12. Temporary Loans Outstanding as of January 1	\$0.00	\$0.00			
13. Beginning Obligations (Add 10 thru 12.)	\$4,310,066.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00	\$0.00	\$0.00		
16. Amount transferred to the Rainy Day Fund (See Note #2.)	\$0.00	\$0.00	\$0.00		
17. Surplus Funds Remaining (14 minus 15 minus 16.)	\$818,598.00	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Section III

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

Check One:

☐

Follow Up Via E-mail

bradfordl@fishers.in.us

E-mail Address(es)

☐

Follow Up Via Mail

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

Section IV

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

(Please Print)

(Please Print)

Lisa Bradford

Controller

317-595-3111

July 15, 2024

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.



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution of the Common Council Authorizing the City Controller to Appropriate Additional Health Department 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 #: R071524A	
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 2024 expenses were identified that needed to be paid for by the Health Department that were not initially included in their original 2024 budget. These are minor expenses related to professional services.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	Health Dept Funds \$50,000
	Source of Funds:	Cash Reserves
	Additional Appropriation #:	21205058 43100
	Narrative:	This item is an action of requesting that \$50,000 be added to the 2024 budget.
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	



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution of the Common Council for the City of Fishers, Hamilton County, Indiana Approving Agreement with Hamilton County regarding Landscaping and Maintenance			
SUBMITTED BY	Name & Title: Hatem Mekky, Director Department: Engineering			
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 #: R071524C	
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 M. Bennett	
BACKGROUND (Includes description, background, and justification)	County owns or has jurisdiction over Olio Road and 116 th street from white river to approx.. 1860 ft east of Eller rd. The City of Fishers desires to install landscaping in the grass medians of Olio Road and on 116th St. between White River and Eller Road. The landscaping could possibly include flowers, trees, shrubs, ornamental grasses, sprinkler system, etc. hereinafter referred to as the Landscaping to serve the medians. The County is willing to permit such installation under the terms and conditions as set out in the attached agreement	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0
	Expenditure \$:	0
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve
	2.	Reject
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the recommendations.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

**INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, INDIANA AND THE CITY OF
FISHERS, INDIANA REGARDING LANDSCAPING AND MAINTENANCE**

Olio Road & 116th St. Medians

This ~~Interlocal~~ Agreement ("Agreement") entered on the dates set out herein, between Hamilton County, Indiana, by and through the Board of Commissioners of Hamilton County, Indiana, (hereinafter referred to as the County) and the City of Fishers, Indiana (hereinafter referred to as the City).

WITNESS THAT:

WHEREAS, the County owns or has jurisdiction over Olio Road, which is in Fall Creek Township, and 116th St from White River to approx. 1860 feet east of Eller Road, which is in Delaware Township, Hamilton County, Indiana; and

WHEREAS, the City, at their expense, desires to install landscaping in the grass medians of Olio Road and on 116th St. between White River and Eller Road. The landscaping could possibly include flowers, trees, shrubs, ornamental grasses, sprinkler system, etc. hereinafter referred to as the Landscaping to serve the medians. The County is willing to permit such installation under the terms and conditions as set out herein.

THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration by and between the parties as follows:

The County grants unto the City the right to install, maintain, and replace the Landscaping, within the grass medians of Olio Road and 116th St. as outlined below:

1. The initial placement of the Landscaping shall be within the grass medians. The exact proposed Landscape plan, per location, ("Landscaping Plan") shall be submitted to the Hamilton County Engineer by the City ~~and~~ **for review and approval** ~~approved~~ by the Hamilton County Engineer within 10 days of the City's submission, as long as the Landscaping Plan does not pose a safety danger to the median or traveling public, prior to installation.

2. The City agrees to maintain the current grass medians, including any lighting located within the

medians, Install, maintain, and repair the Landscaping, which shall include mowing, pruning, leaf removal, debris removal, removal and replacement of damaged landscaping, removal and replacement of dead plants and trees, and repair of the sprinkler system within any affected median.

3. In connection with the installation of the Landscaping, the City shall comply with the road cut ordinance of Hamilton County by obtaining the permits, without charge to the City, and restoring the right-of-way and/or roadway as are required by the Hamilton County Highway Department, and the Hamilton County Engineer.

4. The County shall have no duty to maintain or relocate the Landscaping, if necessitated by any future public improvement of Olio Road or 116th St. In the event there is a need for maintenance or relocation of the Landscaping, the City shall comply with the County's road cut ordinance, or any other applicable ordinance, and obtain any permits or permissions necessary to conduct such work, at City expense. Any relocation may be accomplished, at the City's option, by installation of replacement Landscaping and removal of the original Landscaping.

5. In the event it becomes necessary for all, or any part of the Landscaping to be relocated to accommodate any future public improvements to Olio Road or 116th St. or if the Landscaping becomes a safety issue, the County shall notify the City of the need to relocate the Landscaping if they are aware that the Landscaping conflicts with the proposed road improvements or to mitigate a safety issue.

6. In the event the City fails to relocate the Landscaping or mitigate a safety issue upon notification by the County, the County shall be permitted to commence any work or mitigation of a safety issue within the right-of-way. If the Landscaping is damaged, their agents, successors, or assigns shall have no liability to the City, for any direct, or consequential damages, arising out of the City's use, or lack of use, of the Landscaping.

7. Nothing herein shall be construed as imposing a duty upon the City to relocate the Landscaping. The County shall give the City reasonable notice if there is a construction or maintenance project that requires relocation or destruction of the Landscaping. The County will not have any duty to stop a roadway maintenance or construction project to allow the City time to relocate the Landscaping. The City shall

have no cause of action against the County and shall indemnify and hold the County harmless for any direct or consequential damages arising out of any damage to the Landscaping. The City shall have no recourse through the County to recover damages to the Landscaping made by a third party performing either permitted or unpermitted work within the right-of-way. The City shall have no course of action to recover damages against any entity entitled or permitted to work in the right-of-way who damages the Landscaping. The City shall indemnify and hold harmless the County for any legal actions brought against the County as a direct or indirect result of the placement of the City's Landscaping within the medians.

8. The parties agree that the County has responsibility and bears the liability for the operation, repair and maintenance of the roadway of Olio Road and 116th Streets. Nothing in this Agreement shall be construed as the City having responsibility or liability for the operation, repair or maintenance of the roadway of Olio Road or 116th Street.

9. The reciprocal rights and duties under this Agreement shall be binding on the City. The duties and rights accrued of the County under this Agreement shall be binding to the County.

10. The parties agree that this Agreement shall be recorded in the Office of the Hamilton County Recorder.

11. All notices under this Agreement shall be mailed to the following addresses:

Board of Commissioners of Hamilton County
33 North 9th Street
Suite L21
Noblesville, Indiana 46060-2200

City of Fishers
Mayor's Office
1 Municipal Drive
Fishers, IN 46038

IN WITNESSES WHEREOF, the parties have executed this document of the dates set out herein.

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Steven C. Dillinger

Christine Altman

Mark Heirbrandt

Approval Dated: _____

ATTEST:

Robin Mills, Auditor

STATE OF Indiana)

SS: ACKNOWLEDGMENT

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Steven C. Dillinger, Christine Altman, and Mark Heirbrandt who acknowledged the execution of the foregoing Agreement to be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____ 20____

My Commissioner Expires:

Signature: _____

Printed: _____ Notary Public

Resident of _____ County, Indiana

CITY OF FISHERS

Signature: _____
Mayor

Print: _____

ATTEST:

Signature: _____
Secretary

Printed: _____

STATE OF Indiana)

SS: ACKNOWLEDGMENT

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared

_____ who acknowledged the execution of the foregoing Agreement to
be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein
contained are true.

Witness my hand and Notarial Seal this _____ day of _____ 20____

My Commission Expires:

Signature: _____

Printed: _____ Notary Public

Resident of _____ County, Indiana

This instrument prepared by Connor Sullivan Attorney at Law.

RESOLUTION NO. 071524C

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA
APPROVING INTERLOCAL AGREEMENT REGARDING LANDSCAPING AND
MAINTENANCE BY AND BETWEEN HAMILTON COUNTY AND
THE CITY OF FISHERS INDIANA
(OLIO ROAD & 116TH STREET MEDIANS)**

WHEREAS, the County owns or has jurisdiction over Olio Road, which is in Fall Creek Township, and 116th St from White River to approx. 1860 feet east of Eller Road, which is in Delaware Township, Hamilton County, Indiana; and

WHEREAS, the City, at their expense, desires to install landscaping in the grass medians of Olio Road and on 116th St. between White River and Eller Road. The landscaping could possibly include flowers, trees, shrubs, ornamental grasses, sprinkler system, etc. hereinafter referred to as the Landscaping to serve the medians. The County is willing to permit such installation under the terms and conditions as set out herein; and

WHEREAS, the County, and the City desire to enter into an Interlocal Cooperation Agreement providing the City the right to install, maintain, and replace the landscaping within the grass medians of Olio Road and 116th street and the use thereof by the general public (the "Interlocal Agreement").

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
THE CITY OF FISHERS, INDIANA THAT:**

SECTION 1. The Common Council for the City of Fishers hereby approves the Interlocal Agreement, attached hereto and incorporated herein as Exhibit A.

SECTION 2. The Common Council for the City of Fishers hereby authorizes the Director of Engineering to execute the Agreement and any ancillary documents in furtherance of the Agreement

SECTION 3. 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, Indiana and effective this 15th day of July 2024.

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

071524C

YAY

NAY

ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor
Scott Fadness on the ____15th____ day of _____2024 at ____July 15, 2024____ p.m.

ATTEST: _____
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor

July 15, 2024
DATE

MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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



RESOLUTION NO. R071524C

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FISHERS, INDIANA
APPROVING INTERLOCAL AGREEMENT REGARDING LANDSCAPING AND
MAINTENANCE BY AND BETWEEN HAMILTON COUNTY AND
THE CITY OF FISHERS INDIANA
(OLIO ROAD & 116TH STREET MEDIANS)**

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SECTION 3. 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, Indiana and effective this 15th day of July 2024.

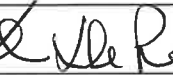
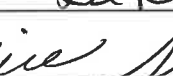
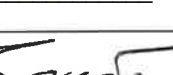
**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

R071524C

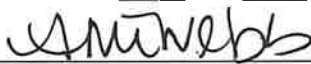
YAY

NAY

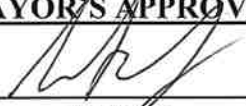
ABSTAIN

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

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 15th day of July 2024 at July 15, 2024 7:48 PM

ATTEST: 
Jennifer L. Kehl, Fishers City Clerk

MAYOR'S APPROVAL


Scott A. Fadness, Mayor

July 15, 2024
DATE



MAYOR'S VETO

Scott A. Fadness, Mayor

DATE

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

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

**INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, INDIANA AND THE CITY OF
FISHERS, INDIANA REGARDING LANDSCAPING AND MAINTENANCE**

Olio Road & 116th St. Medians

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1. The initial placement of the Landscaping shall be within the grass medians. The exact proposed Landscape plan, per location, ("Landscaping Plan") shall be submitted to the Hamilton County Engineer by the City for review and approval by the Hamilton County Engineer within 10 days of the City's submission, as long as the Landscaping Plan does not pose a safety danger to the median or traveling public, prior to installation.

2. The City agrees to maintain the current grass medians, including any lighting located within the

medians, Install, maintain, and repair the Landscaping, which shall include mowing, pruning, leaf removal, debris removal, removal and replacement of damaged landscaping, removal and replacement of dead plants and trees, and repair of the sprinkler system within any affected median.

3. In connection with the installation of the Landscaping, the City shall comply with the road cut ordinance of Hamilton County by obtaining the permits, without charge to the City, and restoring the right-of-way and/or roadway as are required by the Hamilton County Highway Department, and the Hamilton County Engineer.

4. The County shall have no duty to maintain or relocate the Landscaping, if necessitated by any future public improvement of Olio Road or 116th St. In the event there is a need for maintenance or relocation of the Landscaping, the City shall comply with the County's road cut ordinance, or any other applicable ordinance, and obtain any permits or permissions necessary to conduct such work, at City expense. Any relocation may be accomplished, at the City's option, by installation of replacement Landscaping and removal of the original Landscaping.

5. In the event it becomes necessary for all, or any part of the Landscaping to be relocated to accommodate any future public improvements to Olio Road or 116th St. or if the Landscaping becomes a safety issue, the County shall notify the City of the need to relocate the Landscaping if they are aware that the Landscaping conflicts with the proposed road improvements or to mitigate a safety issue.

6. In the event the City fails to relocate the Landscaping or mitigate a safety issue upon notification by the County, the County shall be permitted to commence any work or mitigation of a safety issue within the right-of-way. If the Landscaping is damaged, their agents, successors, or assigns shall have no liability to the City, for any direct, or consequential damages, arising out of the City's use, or lack of use, of the Landscaping.

7. Nothing herein shall be construed as imposing a duty upon the City to relocate the Landscaping. The County shall give the City reasonable notice if there is a construction or maintenance project that requires relocation or destruction of the Landscaping. The County will not have any duty to stop a roadway maintenance or construction project to allow the City time to relocate the Landscaping. The City shall

have no cause of action against the County and shall indemnify and hold the County harmless for any direct or consequential damages arising out of any damage to the Landscaping. The City shall have no recourse through the County to recover damages to the Landscaping made by a third party performing either permitted or unpermitted work within the right-of-way. The City shall have no course of action to recover damages against any entity entitled or permitted to work in the right-of-way who damages the Landscaping. The City shall indemnify and hold harmless the County for any legal actions brought against the County as a direct or indirect result of the placement of the City's Landscaping within the medians.

8. The parties agree that the County has responsibility and bears the liability for the operation, repair and maintenance of the roadway of Olio Road and 116th Streets. Nothing in this Agreement shall be construed as the City having responsibility or liability for the operation, repair or maintenance of the roadway of Olio Road or 116th Street.

9. The reciprocal rights and duties under this Agreement shall be binding on the City. The duties and rights accrued of the County under this Agreement shall be binding to the County.

10. The parties agree that this Agreement shall be recorded in the Office of the Hamilton County Recorder.

11. All notices under this Agreement shall be mailed to the following addresses:

Board of Commissioners of Hamilton County
33 North 9th Street
Suite L21
Noblesville, Indiana 46060-2200

City of Fishers
Mayor's Office
1 Municipal Drive
Fishers, IN 46038

IN WITNESSES WHEREOF, the parties have executed this document of the dates set out herein.

BOARD OF COMMISSIONERS OF HAMILTON COUNTY

Steven C. Dillinger

Christine Altman

Mark Heirbrandt

Approval Dated: _____

ATTEST:

Robin Mills, Auditor

STATE OF Indiana)

SS: ACKNOWLEDGMENT

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Steven C. Dillinger, Christine Altman, and Mark Heirbrandt who acknowledged the execution of the foregoing Agreement to be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____ 20____

My Commissioner Expires:

Signature: _____

Printed: _____ Notary Public

Resident of _____ County, Indiana

CITY OF FISHERS

Signature: _____
Mayor

Print: SCOTT FADNESS

ATTEST:

Signature: Ami Webb
Secretary

Ami Webb

Printed: _____

STATE OF Indiana)

SS: ACKNOWLEDGMENT

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared
SCOTT FADNESS who acknowledged the execution of the foregoing Agreement to

be their voluntary act and deed, and who, having been duly sworn, stated that any representations therein
contained are true.

Witness my hand and Notarial Seal this 15th day of July 2024

My Commission Expires:

Signature: _____

Printed: JENNIFER L. KEHL Notary Public

Resident of HAMILTON County, Indiana



This instrument prepared by Connor Sullivan Attorney at Law.

"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." Connor Sullivan



Council Action Form

MEETING DATE	July 15, 2024			
TITLE	A Resolution of the Common Council for the City of Fishers, Hamilton County, Indiana Approving Agreement with Hamilton County regarding Landscaping and Maintenance			
SUBMITTED BY	Name & Title: Hatem Mekky, Director Department: Engineering			
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 #: R071524C	
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 M. Bennett	
BACKGROUND (Includes description, background, and justification)	County owns or has jurisdiction over Olio Road and 116 th street from white river to approx.. 1860 ft east of Eller rd. The City of Fishers desires to install landscaping in the grass medians of Olio Road and on 116th St. between White River and Eller Road. The landscaping could possibly include flowers, trees, shrubs, ornamental grasses, sprinkler system, etc. hereinafter referred to as the Landscaping to serve the medians. The County is willing to permit such installation under the terms and conditions as set out in the attached agreement	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	0
	Expenditure \$:	0
	Source of Funds:	
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve
	2.	Reject
	3.	
	4.	
PROJECT TIMELINE		
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving the recommendations.	
SUPPLEMENTAL INFORMATION (List all attached documents)		

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 10:46 am
Browser:	Firefox 127.0 / Windows
IP Address:	172.56.253.5
Unique ID:	1238113961
Location:	39.8499, -86.2649

Name	CYNTHIA Williams
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Address	13290 moscato street Fishers, IN 46037
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Email	will8815@gmail.com
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Subdivision or business name	BRITTON FALLS
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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	Jul 15, 2024
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Project Name/Resolution Number	Meijer store on Cyntheanne Rd
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Comment	A great asset to the area. It will reduce cars in all our nearby roundabouts AND roads that we currently need to use because we are headed to the Olio- Kroger. From my Britton Falls subdivision I will be on the road less than 5 min vs the 25 min just to get to Kroger. I like their vision of making it only a food store, which is the resource this area needs. I think the location is PERFECT. Cyntheanne Street from 136th st, to SE parkway is used mostly for a feeder street to go anyplace else. Of course this feeder street is busy during entrance and exit of school time; but don't go shopping then. I THINK THE LOCATION IS PERFECT.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 11:08 am
Browser:	Firefox 127.0 / Linux (Ubuntu)
IP Address:	71.46.82.141
Unique ID:	1238117669
Location:	39.9714, -86.1295

Name	Mark Johnson
Address	16288 Sangria Ct Fishers, IN 46037
Email	mjohnson@maryandmark.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer Store at Cyntheanne and Southeastern Parkway
Comment	I would very much like to see a Meijer grocery store built at this location. The grocery store would be very convenient to our neighborhood and others around us. Meijer is a good company that stocks quality products. Meijer came to Britton Falls and had a presentation for the proposed Meijer Market. More than 300 residents attended and the vast majority were in favor of having the Meijer built. Currently many of our residents drive down Cyntheanne, through the Whelchel Springs subdivision to get to the next closest grocery (the Kroger on Olio near 116th). Having this Meijer would prevent that traffic. The city council should make sure that this development is approved and goes forward.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 11:10 am
Browser:	Safari 17.5 / OS X
IP Address:	75.114.200.113
Unique ID:	1238118048
Location:	39.9714, -86.1295

Name	Michelle Thompson
Address	16163 Loire Valley Drive Fishers, IN 46037
Email	Michelle.ThompsonPhD@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer Grocery - Fishers
Comment	I object to the construction of a Meijer grocery store at the proposed Southeastern / Cyntheanne corner. The roads in the area are not wide enough to handle the extra traffic. I am concerned about the negative effects on traffic flow and access to the nearby schools. In addition, the potential increase in noise, light pollution, crime, and the risk of lowering home values are all worrisome.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 11:34 am
Browser:	Safari 17.5 / OS X
IP Address:	75.114.204.51
Unique ID:	1238121950
Location:	39.9714, -86.1295

Name	Bruce Montigney
Address	16584 Grappa Trail Fishers, IN 46037
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer Store
Comment	I support the proposed Meijer store on Cyntheanne Road, near Southeastern Parkway. Northeast Fishers needs more grocery stores and the Meijer proposal is reasonable as a neighborhood alternative to a larger store.

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 12:27 pm
Browser:	Mobile Safari 17.5 / iOS
IP Address:	71.46.89.203
Unique ID:	1238132330
Location:	39.9714, -86.1295

Name	Ettarose Lazaros
Address	16020 Malbec St Fishers, IN 46037
Subdivision or business name	Britton falls
Please select the meeting to which you would like to submit a public comment	City Council Plan Commission Meeting
Meeting Date	Jul 10, 2024
Project Name/Resolution Number	Meijers store proposal
Comment	I am in favor of the proposed store and its location. We have been overbuilt with housing and there are few resources to support them. In many cases commercial development that was part of the planning commission's balance of commercial vs residential has not happened as the commercial has been sold to housing developers This may help restore some balance. The closest store to shop is Kroger and I will not shop there. That leaves quite a distance just to get a carton of eggs when one runs out I can see why 75% of Britton Falls wants the new store. I have no concerns about its location close to the schools. My school growing up was surrounded by commercial establishments and kids walked to school well as bussed in those days Traffic concerns exist from too many houses, not one commercial establishment

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 12:45 pm
Browser:	Chrome 126.0.0.0 / Windows
IP Address:	75.192.108.240
Unique ID:	1238135791
Location:	39.8238, -86.1407

Name	Max Spaulding
Address	16343 Loire Valley Drive Fishers, IN 46037
Email	b.m.spau@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer store on Cyntheanne and SE Parkway
Comment	Our area needs a grocery store. It is becoming more difficult for my wife and I to travel any distance and navigate traffic congestion to obtain our groceries. This store will help us to not be a part of a food desert. The location is the best for our total community. Traffic at this site can be managed to improve access to the facility. I only see positives with an additional grocery store in our area. A meeting at Britton Falls had three hundred (300) residents in attendance. The consensus from this meeting showed great support for this project.

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 1:52 pm
Browser:	Mobile Safari 17.5 / iOS
IP Address:	104.28.32.232
Unique ID:	1238147523
Location:	35.1712, -80.7939

Name	Marcy Rolph
Address	16208 Haywood St Fishers, IN 46037
Email	marcyrolph@att.net
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer Store/ Cyntheanne & Southeastern
Comment	We are in favor of the Meijer Store proposal. It will be so much more convenient for residents of Britton Falls.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 1:57 pm
Browser:	Safari 17.2.1 / OS X
IP Address:	71.46.82.5
Unique ID:	1238148376
Location:	39.9714, -86.1295

Name	Gino Orazi
Address	13429 Chandelle Lane Fishers, IN 46037
Email	craft1011@aol.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijer store project near Britton Falls

Comment

A survey of residents in Britton Falls showed 75% support....it may be more since only 25% of the homes responded. It's the angry folks that talk. At election time the 1246 homes in Britton Falls has greater than 95% turnout rate.

There is also a very large neighborhood just to the east (over 1200 homes) and south of Britton Falls that probably supports this proposal. Ask them! If you want to stop development....stop building these large housing developments around us.

Once built.....People need amenities such as pharmacy, food, gas, libraries, fire protection, health care within reasonable distance.

Older people do not want to drive down a 4 lane 136th Street in heavy traffic to expensive HyVee or over 7 miles to expensive Kroger to obtain a small amount of grocery or a needed drug.

As for lighting.....the proposal has modern lights that will not encroach on anyone.

As for the school house cafe.....the proposal has a large quarter acre pad between the stores.

As for traffic.....it's here and if not the Meijer store.....what will be built there? What do the protestors think the traffic will be like when all the new proposed homes in this area are built. We did not protest when they bought their homes and congested our nice rural area. with all their kids and cars.

As for a left turn out of Britton Falls....put in a stop sign.

As for the schools.....Kroger on Olio has two schools right down the street that operate just fine. Again, our older person community did not protest when all those buses for those schools were placed on our quiet roads.

As for the roads.....yes.....SE might need another lane.....and there is plenty of room for it. It's called the future.

As for the surprise.....this project has been planned for years.....the land is commercially zoned.....anyone surprised did not do their homework. Why should the property owners not be able to do what they said they would do because a few that built homes after the plan was created are upset.....so the rest of us have to drive 7 miles for expensive alternatives.

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

Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 7:03 pm
Browser:	Safari 17.5 / OS X
IP Address:	76.139.37.182
Unique ID:	1238201974
Location:	40.0996, -85.6843

Name	Joyce Travis
Address	16180 Oliver St Fishers, IN 46037
Email	joyce_travis@hotmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council Planned Unit Development Committee Meeting
Meeting Date	Jul 10, 2024
Project Name/Resolution Number	Meijer Store Southeastern Pkwy
Comment	By a large majority the residents of Britton Falls are looking forward to a Meijer store on Southeastern Pkwy. I long for it. With the closest grocery store (Kroger) nearly 5 miles away traveling either through multiple school zones or a dangerous intersection to get there. Surrounded by new communities with more under construction everyday, it a great opportunity for Meijer. I expect once opened to see nearly every one who is opposed shopping there.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 7:16 pm
Browser:	Opera 110.0.0.0 / Windows
IP Address:	71.46.92.5
Unique ID:	1238204018
Location:	39.9714, -86.1295

Name	Michael Tieman
Address	16092 Loire Valley Dr Fishers, IN 46037
Email	tiemans1000@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Fall Creek Marketplace PUD
Comment	I support the building of a Meijer store between Southeastern Parkway and Cyntheanne Road because of the convenience to my home in Britton Falls.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 8:14 pm
Browser:	Firefox 127.0 / Windows
IP Address:	172.56.252.200
Unique ID:	1238213662
Location:	39.8499, -86.2649

Name	Ronald Pritchard
Address	13522 Ravenswood Trl Fishers, IN 46037
Email	race400500@yahoo.com
Subdivision or business name	Britton Falls by Del Webb
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	New Meijer Store @ Cyntheanne and SE Parkway
Comment	Both my wife and I are FOR the building of the new Meijer Store in question. I'm tired of the drive to Noblesville to avoid the sloppy practices of the local Fishers' s Kroger store and would like to see more choices in Fishers.
Would you like to receive email communications and updates from the City of Fishers?	Yes

Form Name:	Public Meeting Comment Form
Submission Time:	June 23, 2024 8:23 pm
Browser:	Mobile Safari 17.5 / iOS
IP Address:	104.28.104.209
Unique ID:	1238215152
Location:	38.3048, -85.5865

Name	Ann Stewart
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Address	16023 Lambrusco Way Fishers, IN 46037
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Email	annleota@yahoo.com
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Subdivision or business name	Britton Falls
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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	Jul 15, 2024
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Project Name/Resolution Number	Meijer store- Cyntheanne and southeastern
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Comment	NO to the store. The small 2 lane roads cannot handle the traffic safely. There is an elementary school and middle school adjacent to and across the street. Do road improvements before any other building of any kind
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 24, 2024 9:32 am
Browser:	Chrome 116.0.0.0 / OS X
IP Address:	68.39.135.147
Unique ID:	1238339583
Location:	40.0565, -86.0159

Name	Robert M Scroggin
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Address	12924 Mondavi Drive Fishers, IN 46037
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Email	rscroggin@ymail.com
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Subdivision or business name	Britton Falls
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Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council
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Meeting Date	Jul 10, 2024
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Project Name/Resolution Number	Meijer Grocery Store at Cyntheanne & Southeastern
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Comment	I am in favor of adding Meijer Grocery, which would provide convenience and a shopping option other than Kroger. The city of Fishers is growing and becoming more congested. Going 10 miles to other locations to shop for groceries will take more time and is less convenient.
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My understanding is that the original plans always had a grocery in the Cyntheanne & Southeastern location.

I see no reason not to proceed with that plan.

Bob

Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 24, 2024 9:57 am
Browser:	Chrome Mobile 125.0.6422.165 / Android
IP Address:	172.56.248.224
Unique ID:	1238348791
Location:	39.8499, -86.2649

Name	Linda Byers
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Address	12917 Mondavi Drive Fishers, IN 46027
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Email	kblb1026@ail.com
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Subdivision or business name	Britton Falls
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Please select the meeting to which you would like to submit a public comment	City Council Plan Commission Meeting
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Meeting Date	Jun 10, 2024
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Project Name/Resolution Number	Meijer store controversy.
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Comment	The plot of land is zoned for business and eventually some commercial entity will be built I want something built that would benefit all--not a few. A Meijer store of the size proposed would benefit all the surrounding neighborhoods for fast and convient access for necessities. My vote is a definite YES!!!
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 24, 2024 10:44 am
Browser:	Chrome 126.0.0.0 / Windows
IP Address:	71.46.88.192
Unique ID:	1238366902
Location:	39.9714, -86.1295

Name	Susan Huppert
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Address	13298 Bordeaux Way Fishers, IN 46037
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Email	sdhup@yahoo.com
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Subdivision or business name	Britton Falls
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Please select the meeting to which you would like to submit a public comment	City Council Plan Commission Meeting Planned Unit Development Committee Meeting Plat Committee
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Meeting Date	Jun 24, 2024
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Project Name/Resolution Number	Meijer Grocery
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Comment	I am definitely not in favor of a Meijer grocery store being planned at the corner of Southeastern and Cyntheanne. This is not needed and will cause all kinds of problems for the schools and neighborhoods around this area. The streets are not equipped to handle the traffic and it will ruin the wonderful coffee shop on the corner - Schoolhouse 7. I love the night sky and the lights from this store will be awful. I can't imagine how awful these lights will be for the surrounding neighborhood. Plus the air pollution/trash that will be a part of this corner. I believe if everyone would just plan ahead and stop making so many trips to the grocery store, the ones within 10 miles should suffice. Also for our environment and climate change, plan ahead to get all your shopping and errands done in one trip. Can we just stop building and destroying what little land/trees are left? Please vote no for this planned Meijer store.
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Would you like to receive email communications and updates from the City of Fishers?	Yes
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Form Name:	Public Meeting Comment Form
Submission Time:	June 26, 2024 11:29 am
Browser:	Firefox 127.0 / Windows
IP Address:	71.46.90.87
Unique ID:	1239125580
Location:	39.9714, -86.1295

Name	Mary Jo Leinheiser
Address	16427 HAYWOOD STREET FISHERS, IN 46037
Email	maryjokoch29@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	New Meijer Supermarket
Comment	I am in favor of the proposed supermarket along Cyntheanne and Southeastern Pkwy. It will be much closer for me to shop and we could use some competition for the Kroger supermarket.

Form Name: Public Meeting Comment Form
Submission Time: July 4, 2024 4:52 pm
Browser: Mobile Safari 17.5 / iOS
IP Address: 172.56.252.246
Unique ID: 1241739466
Location: 39.8499, -86.2649

Name	Les Thimlar
Address	16208 Vintner Fishers, IN 46037
Email	lmthimlar@comcast.net
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council
Meeting Date	Jul 15, 2024
Project Name/Resolution Number	Meijers store
Comment	We are in favor of building the Meijers store at Cyntheanne & Southeastern next to Schoolhouse 7. This development will be much more convenient than driving to Kroger or other grocery stores. Much needed!

Form Name:	Public Meeting Comment Form
Submission Time:	July 4, 2024 6:44 pm
Browser:	Chrome 126.0.0.0 / Chrome OS
IP Address:	75.114.200.153
Unique ID:	1241756955
Location:	39.9714, -86.1295

Name	Tom Rydz
Address	16298 Sangria Ct Fishers, IN 46037
Email	tomlrydz@gmail.com
Subdivision or business name	Britton Falls
Please select the meeting to which you would like to submit a public comment	City Council Plan Commission Meeting
Meeting Date	Aug 07, 2024
Project Name/Resolution Number	New Meijer Store on SE Pkwy & Cyntheanne

Reasoning:

1. Another grocery store is needed in East Fishers

With every visit to Kroger, we are faced with empty shelves. Kroger simply cannot keep their shelves stocked. Economics 101, the law of Supply & Demand is obviously affecting residents. Too much demand, not enough supply leads to:

- Empty Shelves

- Poor Customer service

- Higher prices

- Lack of competition

No Grocery business would invest in building a new store unless their studies show there are enough homes to support the store and make a profit. This is further proof a store is needed as we are getting offers to build one.

A recent survey of residents showed that only 38% of residents oppose the Meijer store and of those, most do not indicate one is not needed but focus on the issues a store may cause. In summary: A grocery store is needed.

Meijer Stores would not be proposing this project if their analysis did not show their ability to profit. No company would build a store without a population to support it. While residents 'feel' the need, Meijer knows.

2. Another Pharmacy is needed in East Fishers

With the news of Walgreens struggling financially and 'substantial' store closings, an additional pharmacy brings competition for CVS as well as Walgreens (if it remains open). Meijer Pharmacy has contracts with Medicare so seniors have another option of a close-by in-network pharmacy to review when they shop for Part D coverage, saving money and adding convenience.

3. Residents need a more convenient place to shop for groceries

There are 4,297 home lots available in East Fishers not counting Avalon. A single trip to Kroger from East Fishers to buy a couple of items is an hour at a minimum. This includes drive time (10 miles round trip), parking, shopping, checking out and the trip home. Traffic on Olio can be absolutely brutal and dangerous. Residents work full time and with their busy schedules, an hour trip to get a couple of items is a waste of time. Additionally, with this location there are hundreds of residents that could actually ride a bike or even walk to the store. That has never been a possibility until now.

4. A new Meijer store helps save the environment

Using the middle of Britton Falls as a starting point, it is a 10 mile round trip to Kroger. A Meijer store is 3 miles roundtrip, saving 7 miles per trip. If each of the 4,297 homes made just one trip to Kroger (many make more than one) every week the total miles not driven are just over 1.5 million miles. Using 20 MPG as an average, 75,000 gallons of gasoline not burned is (according to the US EPA) equivalent to the amount of greenhouse gas emissions avoided with 778 acres of forest. Either plant 778 acres of forest (an area twice the size of Britton Falls) or build the Meijer store. Even if these calculations are off by 50%, this is a substantial contribution to the planet's health.

5. A new Meijer store saves money

75,000 gallons of gasoline costs \$262,500 and this is per year and based on \$3.50/gallon. This saves every home in East Fishers \$61 per year.

6. Groceries prices will be lower

With a decrease in demand, supply increases and companies are pressured to lower prices to attract customers. This is basic economics. This is not just East Fishers. Demand at the Kroger would be lowered and all the residents surrounding the Kroger would see the same benefits: decreased traffic, prices being pressured, less congestion in the stores and more convenient trips.

The residents of Whelchel Springs will see a dramatic reduction in community traffic

Currently the shortest path to Kroger for 2,005 homes is through the Whelchel Springs community. This means there are 4,010 cars traveling through Whelchel Springs every week based on one trip per home per week. No one wants 4,010 cars going through their community every week.

7. A grocery store has always been planned for this location

The City has always had this parcel zoned Commercial and as far back as 2006 have shown a grocery store here. There are many residents who purchased homes many years ago when there was nothing but vacant land surrounding their community. However, it was always known that a grocery store would be located on the land where Meijer is now proposing. Study after study has been done and the idea of actually building a store should not be a surprise to anyone who took the time to review our city plans.

8. A Meijer store represents community growth through new jobs and career opportunities

The new store will bring opportunities for full time and part time jobs during the week and on weekends. Seniors who may want to supplement their

income, students learning to be part of a contributing society and disabled individuals would be able to be part of a thriving employee community. Meijer states: "We are committed to treating all persons with dignity and respect. ".

9. Issues raised can be mitigated

The residents of East Fishers that voted 'No' on surveys have 2 issues that dominate the replies. There are other issues like garbage and light pollution but just a few. Many 'no' votes actually do agree a store is needed but should be located elsewhere. The issues that are mentioned in nearly every 'No' vote is the increased traffic and close proximity to schools. Both issues can be mitigated now and in the future:

A. Proximity. In a review of other grocery stores including the Meijer in Carmel and Noblesville, all are in close proximity to a school. Kroger on Olio is 500 feet from a school track and 1,000 feet (as the crow flies) from a school. The Kroger is 3,000 feet from another school, has 4 schools within 1 mile and is 500 feet from the closest residential home. The Carmel Meijer (over 200,000 SF) is 300 feet from the closest residence. The new Meijer Store will be more than twice that distance from the closest resident and 1/3rd the size. Proximity issues are already managed in Fishers as well as other cities including Carmel. See photos below for additional information. (Photos not posted here)

B. Traffic. Meijer and Fishers have performed traffic studies and are satisfied that the access to the Meijer store along with the enhancements to the roads are sufficient to keep traffic moving on the roads. Deliveries do not require the use of the roundabout as delivery trucks would use Rt 69 to SE Pkwy to the store. Rumors of traffic on Atlantic and 113th are false. Traffic studies by professionals far outweigh the 'feelings' and 'estimates' and the guesswork by untrained residents. Residents are right to raise the issue but also should take solace in knowing that studies have been done by the professionals.

C. 75,000 SF is too big. This is much smaller than the Kroger on Olio or the Kroger on 116th. Demand is currently well more than supply and is growing rapidly given the construction pace surrounding East Fishers. If the store does not have the shelf space and product variety required, we will have no relief from the pain of Kroger's lack of supply. If a store is built too small and a profit margin cannot be sustained we will be facing an empty building and a much larger problem. In this case, deferring to the analysis by Meijer seems to be the safe course of action.

D. Other Issues. We should not submit to unsubstantiated Fears, Uncertainties and Doubts (FUD) raised by a small percentage of individuals. Surveys taken using unsubstantiated 'forgone conclusion questions' are a waste of time. For example, here is a survey question that demands a 'Very Concerned' answer: "How concerned are you about

student safety around Meijer after school, leading to safety and supervision issues?" Survey questions like these that lead respondents are not valid.

In Summary:

The store is needed, the vast majority want the store so let's build it. Please vote yes.

The City of Fishers management... the council, planning commission, everyone involved with managing the city has managed to get Fishers named as one of the top ten cities in America. 62% of residents in East Fishers want the new Meijer Store. In America, the majority rules and in this case it is not a 'slight' majority but more of a landslide. This shows the brilliance of the planners from 18 years ago. We need it and the majority want it. Please build it!

Form Name:	Public Meeting Comment Form
Submission Time:	July 9, 2024 6:39 pm
Browser:	Firefox 127.0 / OS X
IP Address:	68.45.42.112
Unique ID:	1243192404
Location:	40.1333, -85.6538

Name	William VanHoy
Address	12928 Merlot Lane Fishers, IN 46037
Email	billvincentvanhoy@gmail.com
Subdivision or business name	Retired
Please select the meeting to which you would like to submit a public comment	Board of Public Works and Safety Board of Zoning Appeals - Fall Creek Board of Zoning Appeals - Fishers City Council Finance Committee Fishers Board of Health Parks Advisory Committee Plan Commission Meeting Planned Unit Development Committee Meeting Plat Committee Redevelopment Authority Redevelopment Commission Town Hall Building Corporation
Meeting Date	Aug 07, 2024
Project Name/Resolution Number	Meijer
Comment	I am against the wonderful Meijer's store being located at the corner of Cyntheanne and Southeastern Parkway. I believe that the traffic in that area will become a real hazard. Changing the zoning to housing is the best solution for that already busy area. 100 more cars in that area will be a lot easier to deal with than 1,000 more cars if a grocery store or other commercial businesses are allowed there. We definitely would like another grocery store that is within our area. Krogers is just becoming way too crowded. Why can't it be constructed in the Hamilton Town Center area? Those wanting a grocery store close to there home, which the corner of Cyntheanne and Southeastern Parkway would be close to Britton Falls, may have many regrets later when they see how crowded the area will become should any commercial businesses be located there.

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

Yes