City of Carmel

Common Council

November 2, 2015
6:00 P.M.

COMMON COUNCIL
MEETING AGENDA

MONDAY, NOVEMBER 2, 2015 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

1. **INVOCATION**

2. **PLEDGE OF ALLEGIANCE**

3. **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**

4. **APPROVAL OF MINUTES**

   a. October 19, 2015 Regular Meeting

5. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**

6. **COUNCIL, MAYORAL AND CLERK-TREASURER COMMENTS/OBSERVATIONS**

7. **ACTION ON MAYORAL VETOES**

8. **CLAIMS**

   a. Payroll - $1,478,354.16
   b. General Claims - $3,130,915.92
   c. Retirement - $90,607.67

9. **COMMITTEE REPORTS**

   a. Finance, Administration and Rules Committee
   b. Land Use, Annexation and Economic Development Committee
   c. Parks, Recreation and Arts Committee
   d. Utilities, Transportation and Public Safety Committee
   e. All reports designated by the Chair to qualify for placement under this category.

10. OTHER REPORTS

a. Carmel Redevelopment Commission (Monthly) Report Attached.
b. Economic Development Commission (Quarterly – February, May, August, November)
c. Carmel Historic Preservation Commission (Quarterly – January, April, July, October) Report Attached.
d. Redevelopment Authority (Bi-annual – April, October)
e. Carmel Cable and Telecommunications Commission (Bi-annual – April, October)
f. Ethics Board (Annual – February)
g. Library Board (Annual – February)
h. All reports designated by the Chair to qualify for placement under this category.

11. OLD BUSINESS

a. **Third Reading of Ordinance Z-604-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing The Albany Place Planned Unit Development District; Sponsor: Councilor Rider. Remains in the Land Use, Annexation and Economic Development Committee.

12. PUBLIC HEARINGS

a. **First Reading of Ordinance Z-605-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing Kensington Green (*Smokey Row & Rohrer Road*) Planned Unit Development District; Sponsor: Councilor Seidensticker.

b. **First Reading of Ordinance Z-606-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending the Permitting Process, Definitions and Standards for Wireless Support Structures; Sponsor: Councilor Rider.

13. NEW BUSINESS

a. **First Reading of Ordinance D-2234-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of the City of Carmel, Indiana Economic Development Revenue Bonds, Series 2015 (*Proscenium Project/The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road; not to exceed $8,000,000*), and Authorizing and Approving Other Actions in Respect Thereto; Sponsor(s): Councilor(s) Finkam, Snyder, Rider and Schleif.

b. **First Reading of Ordinance D-2235-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the Operating Balance of the General Fund *($325,000*); Sponsor(s): Councilor(s) Finkam and Rider.

c. **First Reading of Ordinance D-2236-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the Operating Balance of the General Fund; TOTAL - $5,385,651 (*$3,435,500*

from the General Fund; $1,832,319 from the Motor Vehicle Highway Fund to 2014 B COIT Bond; $95,000 from Local Road and Street Fund; $2,554 from the Cumulative Capital Improvement Fund and $20,278 from the Fire Pension Fund); Sponsor(s): Councilor(s) Rider and Sharp.

d. **First Reading of Ordinance D-2237-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 3, Article 1, Division 2, Sections 3-29 (*Council Committee*) and 3-31 (*Agenda/Additions to Agenda/Public Rights to Address Council*); Sponsor(s): Councilor(s) Finkam, Carter, Rider, Snyder and Schleif.

e. **Resolution CC-11-02-15-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Regarding Exchange of Real Property (*.526 Acres near 106th Street and Illinois Street*) to Third Party; Sponsor: Councilor Schleif.

f. **Resolution CC-11-02-15-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Integrated 126th Street Corridor Economic Development Area (*Proscenium Project/The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road; not to exceed $8,000,000. Based on representation of the developer of the mixed use project, the Commission has determined that the development will not proceed as planned without the contribution of tax increment revenues to be derived from the Proscenium Allocation Area to the projects described above*); Sponsor(s): Councilor(s) Finkam, Snyder, Rider and Schleif.

g. **Resolution CC-11-02-15-03**; A Resolution of the Common Council of the City of Carmel, Indiana, Amending the Thoroughfare and Bicycle & Pedestrian Plan Maps in the Carmel Clay comprehensive Plan "C3 PLAN"; Sponsor: Councilor Rider.

h. **Resolution CC-11-02-15-04**; Resolution of the Common Council for City Carmel to Petition to Appeal for an Increase to the Maximum Levy (*Property Tax Shortfall - $5,000,000*); Sponsor: Councilor Carter.

14. **OTHER BUSINESS**

15. **ANNOUNCEMENTS**

16. **EXECUTION OF DOCUMENT**

17. **ADJOURNMENT**

COMMON COUNCIL
MEETING MINUTES

MONDAY, OCTOBER 19, 2015 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEMBERS PRESENT:

Mayor James Brainard, Council President Richard L. Sharp, Council Members Sue Finkam, Carol Schleif, W. Eric Seidensticker, Luci Snyder, Ronald E. Carter, Kevin D. Rider, Clerk Treasurer Diana L. Cordray and Deputy Clerk Sandy Johnson.

Mayor James Brainard0 called the meeting to order at 6:00 p.m.

Pastor Mark Crull, Northview Church, pronounced the Invocation.

Mayor Brainard led the Pledge of Allegiance.

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS:

There were none.

APPROVAL OF MINUTES:

Councilor Seidensticker made a motion to approve minutes from the October 5, 2015 Regular Meeting. Councilor Schleif seconded. There was no Council discussion. Council President Sharp called for the vote. Minutes were approved 7-0.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL:

Jeremy Kashman, City Engineer, presented an update on the progress of the US31 project.

COUNCIL, MAYORAL AND CLERK-TREASURER COMMENTS/OBSERVATIONS:

Councilor Snyder addressed the Council regarding the Hamilton County Humane Society.

ACTION ON MAYORAL VETOES:

There were none.

CLAIMS:

Councilor Seidensticker made a motion to approve payroll in the amount of $1,463,646.29. Councilor Schleif seconded. There was no Council discussion. Council President Sharp called for the vote. Payroll was approved 7-0.

Councilor Seidensticker made a motion to approve claims in the amount of $2,219,809.69. Councilor Schleif seconded. There was no Council discussion. Council President Sharp called for the vote. Claims were approved 7-0.

COMMITTEE REPORTS:

Councilor Snyder reported that the Finance, Administration and Rules Committee had met and discussed Ordinance(s): D-2230-15; D-2231-15; D-2232-15 and D-2233-15. The committee report will be given when the item appears on the agenda.

Councilor Seidensticker reported that the Land Use, Annexation and Economic Development Committee had not met. The next meeting will be held on Tuesday, October 27, 2015 at 5:30 p.m.

Councilor Rider reported that the Parks, Recreation and Arts Committee had not met.

Councilor Finkam reported that the Utilities, Transportation and Public Safety Committee had met and discussed Ordinance D-2227-15. The committee report will be given when the item appears on the agenda.

All reports designated by the Chair to qualify for placement under this category.

OTHER REPORTS:

Carmel Redevelopment Commission (Monthly).

Economic Development Commission (Quarterly – February, May, August, November).

Carmel Historic Preservation Commission (Quarterly – January, April, July, **October**). Mark Dollase, Carmel Historic Preservation Commission Administrator, presented a report to the Council.

Redevelopment Authority (Bi-annual – April, **October**), No one was present to give a report.

Carmel Cable and Telecommunications Commission (Bi-annual – April, **October**). Winston Long, Chair of the Carmel Cable and Telecommunications Commission, presented a report to the Council. There was brief Council Discussion.

Ethics Board (Annual – February).

Library Board (Annual – February).

All reports designated by the Chair to qualify for placement under this category.

OLD BUSINESS

Council President Sharp announced the **Second Reading of Ordinance D-2230-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the Clerk-Treasurer, City of Carmel, Indiana, for the Year 2016. Councilor Snyder presented the Finance, Administration and Rules Committee report to the Council. This item was referred back to the Council with a 3-0 favorable recommendation. There was no Council discussion.

Councilor Finkam made a motion to approve Ordinance D-2230-15. Councilor Carter seconded. There was no Council discussion. Council President Sharp called for the vote.
Ordinance D-2230-15 was approved 7-0.

Council President Sharp announced the **Second Reading of Ordinance D-2231-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the City of Carmel, Indiana, for the Year 2016. Councilor Snyder presented the Finance, Administration and Rules Committee report to the Council. This item was referred back to the Council with proposed amendments. Councilor Snyder made a motion to amend Ordinance D-2231-15 by inserting on line 194, *Director of Redevelopment $4485.38;* line 206 correct the scriveners error from 5772.04 to *$5612.23*; line 247 increase to *$4485.38* and line 309 increase to *$4485.38.* Barb Lamb, Director of Human Resources addressed the Council. Councilor Finkam seconded. Councilor Finkam made a motion to amend the amendments by adding to line 194 *Director* with a maximum bi-weekly salary of *$4,485.*38. Councilor Snyder seconded. There was no Council discussion. Council President Sharp called for the vote. The motion to amend the amendment was approved 7-0. Councilor Rider made a motion to approve Ordinance D-2231-15 As Amended, VERSION A 10/16/2015 and substitute in whole. Councilor Finkam seconded. There was no Council discussion. Council President Sharp called for the vote. The motion was approved 6-1 (Councilor Sharp opposed). Councilor Finkam made a motion to approve Ordinance D-2231-15 As Amended. Councilor Schleif seconded. Steve Engelking, Director of Administration, addressed the Council. There was brief Council discussion. Council President Sharp called for the vote. **Ordinance D-2231-15 As Amended** was adopted 5-2 (Councilors Seidensticker and Sharp opposed).

Council President Sharp announced the **Second Reading of Ordinance D-2232-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Elected Officials of the City of Carmel, Indiana, for the Year 2016. Councilor Snyder presented the Finance, Administration and Rules Committee report to the Council. This item was referred back to the Council with proposed amendments. Councilor Snyder made a motion to amend Ordinance D-2232-15 by increasing line 22, to *$4025.24* and increase line 24 to *$663.32.* Councilor Finkam seconded. There was no Council discussion. Council President Sharp called for the vote. The motion to amend was approved 7-0. Councilor Rider made a motion to approve Ordinance D-2232-15 As Amended. Councilor Schleif seconded. Council President Sharp called for the vote. **Ordinance D-2232-15 As Amended** was adopted 7-0.

Council President Sharp announced the **Second Reading of Ordinance D-2233-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and Employees of the Carmel City Court for the Year 2016. Councilor Snyder presented the Finance, Administration and Rules Committee report to the Council. This item was referred back to the Council with a 3-0 favorable recommendation. There was no Council discussion. Councilor Snyder made a motion to approve Ordinance D-2233-15. Councilor Rider seconded. Council President Sharp called for the vote. **Ordinance D-2233-15** was approved 7-0.

Council President Sharp announced the **Second Reading of Ordinance Z-604-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing The Albany Place Planned Unit Development District. This item remains in the Land Use, Annexation and Economic Development Committee. This item was not discussed.

Council President Sharp announced **Resolution CC-10-19-15-02 (Formerly CC-10-05-15-01)**; A Resolution of the Common Council of the City of Carmel, Indiana, To Set Taxes Payable in 2016 and Authorization of Borrowing Between Funds. Council President Sharp lifted this item from the Table. Councilor Schleif requested her name be withdrawn as a Sponsor. Councilor Seidensticker made a motion to approve Resolution CC-10-19-15-02. Councilor Snyder seconded. Council President Sharp passed the gavel to Councilor Snyder to address the Council. Councilor Sharp called for the question. There was no Council discussion. **Resolution CC-10-19-15-02** Failed 3-4 (Councilors; Finkam, Schleif, Rider and Carter opposed).

Council President Sharp reclaimed the gavel from Councilor Snyder.

PUBLIC HEARINGS

Council President Sharp announced the **Third Reading of Ordinance D-2226-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing the Appropriations for the 2016 Budget (*$125,258,011*). Council President Sharp opened the Public Hearing at 6:39 p.m. Seeing no one who wished to speak, Council President Sharp closed the Public Hearing at 6:39:30 p.m. Clerk-Treasurer, Diana L. Cordray, addressed the Council. Councilor Finkam made a motion to approve Ordinance D-2226-15. Councilor Schleif seconded. There was brief Council discussion. Council President Sharp called for the vote. **Ordinance D-2226-15** was approved 5-2 (Councilors Seidensticker and Sharp opposed).

Council President Sharp announced the **Second Reading of Ordinance D-2227-15**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 9, Article 3, Division V, Section 171 (*Sewer Charges*) of the Carmel City Code. Councilor Finkam presented the Utilities, Transportation and Public Safety Committee report to the Council. This item was referred back to the Council with a 3-0 favorable recommendation. Council President Sharp opened the Public Hearing at 6:47 p.m. Seeing no one who wished to speak, Council President Sharp closed the Public Hearing at 6:47:15. Councilor Finkam made a motion to approve Ordinance D-2227-15. Councilor Rider seconded. There was no Council discussion. Council President Sharp called for the vote. **Ordinance D-2227-15** was approved 7-0.

NEW BUSINESS

Council President Sharp announced **Resolution CC-10-19-15-01**; An Economic Development Incentive Resolution of the Common Council of the City of Carmel, Indiana. Councilor Finkam made a motion to move this item into business. Councilor Schleif seconded. Councilor Finkam presented this item to the Council and made a motion to approve Resolution CC-10-19-15-01. Councilor Schleif seconded. There was brief Council discussion. Mayor Brainard addressed the Council. Council Schleif made a motion to amend lines 24, 28 and 32 by striking tax abatement and insert *incentives.* Councilor Snyder seconded. There was no Council discussion. The motion to amend was approved 7-0. Councilor Finkam made a motion to approve Resolution CC-10-19-15-01 As Amended. Councilor Rider seconded. There was no Council discussion. Council President Sharp called for the vote.
Resolution CC-10-19-15-01 As Amended was adopted 7-0.

OTHER BUSINESS

There was none.

ANNOUNCEMENTS

There were none.

EXECUTION OF DOCUMENT

ADJOURNMENT

Mayor Brainard adjourned the meeting at 6:59 p.m.

Respectfully submitted,

_____

Clerk-Treasurer Diana L. Cordray, IAMC

Approved,

_____

James Brainard, Mayor

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Total Gross PAYROLL for checks dated 10 / 30 /2015 $ 1,478,354.16

I hereby certify that payroll amount listed above is true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Clerk-Treasurer

We have examined the foregoing payroll charges, consisting of one page(s), and except for payroll not allowed as shown in this register, such payroll in the total amount of $1,478,354.16 is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, _____ 2015

Acknowledged by the Common Council of the City of Carmel, Indiana.

Presiding officer

Council President

CITY OF CARMEL FUNDS & DEPARTMENTAL ACCOUNT NUMBERS

101 GENERAL FUND
- 1110 POLICE DEPARTMENT
- 1115 COMMUNICATIONS CENTER
- 1120 FIRE DEPARTMENT
- 1125 PARKS DEPARTMENT-COUNCIL APPROVAL NOT REQUIRED
- 1150 BOARD OF PUBLIC WORKS
- 1160 MAYOR
- 1180 DEPARTMENT OF LAW
- 1190 PLANNING COMMISSION
- 1192 DEPT OF COMMUNITY SERVICES
- 1195 DEPT OF ADMINISTRATION
  - 1201 HUMAN RESOURCES
  - 1202 INFORMATION SYSTEMS
  - 1203 COMMUNITY RELATIONS
  - 1205 GENERAL ADMINISTRATION
  - 1206 CITY PROPERTY MAINTENANCE
  - 1207 BROOKSHIRE GOLF COURSE
  - 1208 PAC OPERATIONS
- 1301 COURT
- 1401 COMMON COUNCIL
- 1701 CLERK-TREASURER
- 1801 REDEVELOPMENT DEPARTMENT

102 AMBULANCE CAPITAL FUND
103 PARKS CAPITAL FUND-COUNCIL APPROVAL NOT REQUIRED
106 PARK IMPACT FEE FUND
107 HAZ MAT RESPONSE FUND
108 PARKS PROGRAM FUND-COUNCIL APPROVAL NOT REQUIRED
- 1081 BEFORE & AFTER CARE PROGRAM
- 1082 CAMPS

109 PARKS MONON FUND-COUNCIL APPROVAL NOT REQUIRED
- 1091 MONON CENTER ADMINISTRATION
- 1092 MONON GUEST SERVICES
- 1093 MONON FACILITIES MAINTENANCE
- 1094 MONON AQUATICS
- 1095 MONON FOOD SERVCIES
- 1096 MONON RECREATION

201 MOTOR VEHICLE HIGHWAY FUND
- 2200 ENGINEER'S FUND
- 2201 STREET DEPARTMENT

202 LOCAL ROAD & STREET FUND
203 CUM CAP IMPROVEMENT FUND
206 CUM CAP SEWER FUND
209 DEFERRAL FUND
210 USER FEE FUND
211 CUM CAP DEVELOPMENT FUND
212 ILLINOIS ST PROJECT FUND
220 BARRETT LAW FUND
301 MEDICAL ESCROW FUND
302 WORKER'S COMP SELF INSURANCE FUND
401 2002 COIT BOND & INTEREST
403 LEASE/RENTAL FUND
404 2002 COIT CONSTRUCTION
500 CENTER FOR PERFORMING ARTS FUND
501 DNR/TREE CITY GRANT FUND
502 CLERK OF COURTS RECORD PREPETUATION FUND
503 CITY COURT INTERPRETER FUND
504 SUPPORT FOR THE ARTS FUND
505 CITY COURT PUBLIC DEFENDER SERVICES FUND
506 CITY COURT OPERATIONS FUND
507 CARMEL HISTORIC PRESERVATION FUND
601 WATER OPERATING FUND
602 METER DEPOSIT FUND
604 WATER DEPRECIATION FUND
605 WATER BOND & INTEREST
606 WATER SINKING FUND
609 WATER CONNECTION FUND
610 WATER AVAILABILITY FUND
612 WATER CONSTRUCTION FUND
651 SEWER OPERATING FUND
652 SEWER DEPRECIATION FUND
653 SEWER BOND & INTEREST
654 SEWER CONSTRUCTION FUND
659 SEWER CONNECTION FUND
660 SEWER AVAILABILITY FUND
699 SOLID WASTE OPERATING FUND
801 POLICE PENSION FUND
802 FIRE PENSION FUND
851 FIRE GIFT FUND
852 POLICE GIFT FUND
853 PARKS GIFT FUND-COUNCIL APPROVAL NOT REQUIRED
854 COMMUNITY RELATIONS GIFT FUND
900 GRANT FUND
902 REVENUE DEPOSIT FUND-COUNCIL APPROVAL NOT REQUIRED
903 CARMEL ECONOMIC DEVELOPMENT FUND
904 CARMEL HOUSING AUTHORITY
911 LAW ENFORCEMENT AID FUND
912 RAINY DAY FUND
919 THOROUGHFARE FUND
920 KEYSTONE AVENUE NON-REVERTING
999 LEVY EXCESS FUND

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
A T & T	250520	10/20/15	31757141302606	1091-4344000	270.23	
A T & T	250520	10/20/15	31756909711941	1125-4344000	67.28	
						337.51
A T & T MOBILITY	250521	10/20/15	287016109662X10112015	1160-4344100	137.51	
						137.51
BRIGHT HOUSE NETWORK	250522	10/20/15	0050009040-01	651-5023990	64.95	
BRIGHT HOUSE NETWORK	250522	10/20/15	0050011361-01	1110-4355400	68.95	
BRIGHT HOUSE NETWORK	250522	10/20/15	0050348311-01	1120-4344000	105.15	
						239.05
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-POLICE	1110-4231400	13,780.06	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	CARDS-STREET	2201-4239099	30.00	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-STREET	2201-4231400	3,240.33	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	DIESEL FUEL-STREET	2201-4231300	2,967.87	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	BOTTLED GAS-STREET	2201-4231100	131.86	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-PARKS	1125-4231400	587.85	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	DIESEL FUEL-PARKS	1125-4231300	54.90	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-ENGINEERING	2200-4231400	396.13	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-ADMIN	1205-4231400	107.84	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	CARDS-FIRE	1120-4239099	10.00	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-FIRE	1120-4231400	285.16	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-FIRE	1120-4231400	1,133.68	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	DIESEL FUEL-FIRE	1120-4231300	1,935.95	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	DIESEL FUEL-FIRE	1120-4231300	1,098.58	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-COMM SERVICE	1192-4231400	477.35	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	FUEL-UTILITIES	651-5023990	1,455.15	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	FUEL-UTILITIES	651-5023990	5,246.63	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-COMM CENTER	1202-4231400	64.05	
CARMEL CLAY SCHOOLS-FUEL	250523	10/20/15	GASOLINE-COMM CENTER	1115-4231400	64.76	
						33,068.15
CARMEL UTILITIES	250525	10/20/15	1612501701	2201-4348500	151.30	
CARMEL UTILITIES	250525	10/20/15	1772409700	2201-4348500	51.28	
CARMEL UTILITIES	250525	10/20/15	6002411500	2201-4348500	547.30	
CARMEL UTILITIES	250525	10/20/15	0692442501	2201-4348500	117.17	
CARMEL UTILITIES	250525	10/20/15	1712423900	2201-4348500	48.92	
CARMEL UTILITIES	250525	10/20/15	1792580200	2201-4348500	45.70	
CARMEL UTILITIES	250525	10/20/15	0512156500	1125-4348500	149.78	
CARMEL UTILITIES	250525	10/20/15	0631903500	1125-4348500	20.34	
CARMEL UTILITIES	250525	10/20/15	0692331800	1125-4348500	189.50	
CARMEL UTILITIES	250525	10/20/15	6002047001	1125-4348500	88.27	
CARMEL UTILITIES	250525	10/20/15	0613518601	1125-4348500	74.69	
CARMEL UTILITIES	250525	10/20/15	0691302002	1091-4348500	6,782.36	
CARMEL UTILITIES	250525	10/20/15	0681498800	1205-4348500	1,342.88	
CARMEL UTILITIES	250525	10/20/15	0661078002	1205-4348500	88.16	
CARMEL UTILITIES	250525	10/20/15	0681411400	1120-4348500	507.59	
CARMEL UTILITIES	250525	10/20/15	0562107100	1120-4348500	80.32	
CARMEL UTILITIES	250525	10/20/15	0450890211	1120-4348500	80.32	
CARMEL UTILITIES	250525	10/20/15	0440549400	1120-4348500	60.74	
CARMEL UTILITIES	250525	10/20/15	0650113103	1801-4348500	470.13	
CARMEL UTILITIES	250525	10/20/15	3501234002	2201-4348500	60.05	
CARMEL UTILITIES	250525	10/20/15	0631240100	1206-4348500	5,014.97	
CARMEL UTILITIES	250525	10/20/15	0681498700	1110-4348500	455.73	
						16,427.50
CINCINNATI BELL	250526	10/20/15	TELEPHONE LINE CHARGES	1125-4344000	144.31	
CINCINNATI BELL	250526	10/20/15	TELEPHONE LINE CHARGES	1091-4344000	288.65	
						432.96
CLAY TWP REGIONAL WASTE D	250527	10/20/15	2000130154000	1120-4348500	73.15	
CLAY TWP REGIONAL WASTE D	250527	10/20/15	0376122604988	1120-4348500	75.62	
						148.77

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CONSTELLATION NEWENERGY G	250528	10/20/15	RG-159445	1208-4349000	3,830.47	
						3,830.47
DIRECT TV	250529	10/20/15	038575356	1091-4349500	111.98	
						111.98
DUKE ENERGY	250532	10/20/15	42303301016	651-5023990	210.96	
DUKE ENERGY	250532	10/20/15	24403307013	651-5023990	151.45	
DUKE ENERGY	250532	10/20/15	85903300014	651-5023990	214.05	
DUKE ENERGY	250532	10/20/15	28303303016	651-5023990	22.38	
DUKE ENERGY	250532	10/20/15	04403685025	651-5023990	139.13	
DUKE ENERGY	250532	10/20/15	76903672036	601-5023990	67.30	
DUKE ENERGY	250532	10/20/15	76903672036	651-5023990	67.29	
DUKE ENERGY	250532	10/20/15	80303658037	601-5023990	17.59	
DUKE ENERGY	250532	10/20/15	80303658037	651-5023990	17.59	
DUKE ENERGY	250532	10/20/15	96903672029	601-5023990	42.77	
DUKE ENERGY	250532	10/20/15	96903672029	651-5023990	42.76	
DUKE ENERGY	250532	10/20/15	86903672023	601-5023990	189.77	
DUKE ENERGY	250532	10/20/15	86903672023	651-5023990	189.77	
DUKE ENERGY	250532	10/20/15	30803299109	1120-4348000	161.78	
DUKE ENERGY	250532	10/20/15	39603050014	1120-4348000	131.60	
DUKE ENERGY	250532	10/20/15	16003297032	1120-4348000	223.58	
DUKE ENERGY	250532	10/20/15	39003050010	1120-4348000	1,557.01	
DUKE ENERGY	250532	10/20/15	05003299041	1120-4348000	29.16	
DUKE ENERGY	250532	10/20/15	85803824016	1120-4348000	21.58	
DUKE ENERGY	250532	10/20/15	70103295058	1801-4348000	290.32	
DUKE ENERGY	250532	10/20/15	15303709018	1801-4348000	10.71	
DUKE ENERGY	250532	10/20/15	27403639031	1801-4348000	36.18	
DUKE ENERGY	250532	10/20/15	63003299017	1110-4348000	2,859.21	
DUKE ENERGY	250532	10/20/15	30103694023	2201-4348000	30.43	
DUKE ENERGY	250532	10/20/15	64503695012	2201-4348000	14.14	
DUKE ENERGY	250532	10/20/15	87703684015	2201-4348000	13.87	
DUKE ENERGY	250532	10/20/15	38903706012	2201-4348000	17.02	
DUKE ENERGY	250532	10/20/15	28003692010	2201-4348000	26.24	
DUKE ENERGY	250532	10/20/15	91303727014	2201-4348000	51.88	
DUKE ENERGY	250532	10/20/15	70903701011	2201-4348000	15.58	
DUKE ENERGY	250532	10/20/15	37003750010	2201-4348000	79.27	
DUKE ENERGY	250532	10/20/15	52903721014	2201-4348000	46.86	
DUKE ENERGY	250532	10/20/15	19003694030	1208-4348000	32,578.76	
DUKE ENERGY	250532	10/20/15	84303572014	1205-4348000	100.73	
DUKE ENERGY	250532	10/20/15	54903294020	1205-4348000	323.26	
DUKE ENERGY	250532	10/20/15	07003295030	1205-4348000	39.27	
DUKE ENERGY	250532	10/20/15	74303709014	1205-4348000	132.88	
DUKE ENERGY	250532	10/20/15	64903294025	1205-4348000	46.21	
DUKE ENERGY	250532	10/20/15	58803790017	1205-4348000	16.93	
DUKE ENERGY	250532	10/20/15	05303709012	1205-4348000	9.40	
DUKE ENERGY	250532	10/20/15	29803294028	1205-4348000	91.13	
DUKE ENERGY	250532	10/20/15	64303709019	1205-4348000	15.00	
DUKE ENERGY	250532	10/20/15	68203659028	1205-4348000	9.40	
DUKE ENERGY	250532	10/20/15	68803600019	1205-4348000	9.40	
DUKE ENERGY	250532	10/20/15	66703699015	1205-4348000	92.67	
DUKE ENERGY	250532	10/20/15	92903642019	1205-4348000	9.40	
DUKE ENERGY	250532	10/20/15	83003299018	1205-4348000	38.48	
DUKE ENERGY	250532	10/20/15	03303568017	1205-4348000	25.27	
DUKE ENERGY	250532	10/20/15	38703673020	1205-4348000	9.40	
DUKE ENERGY	250532	10/20/15	89003050018	1205-4348000	2,889.83	
DUKE ENERGY	250532	10/20/15	04003299010	1205-4348000	1,077.39	
DUKE ENERGY	250532	10/20/15	57103301019	1125-4348000	396.43	
DUKE ENERGY	250532	10/20/15	16503050017	1125-4348000	149.80	
DUKE ENERGY	250532	10/20/15	14903270021	1207-4348000	199.16	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	250532	10/20/15	93903270037	1207-4348000	551.05	
DUKE ENERGY	250532	10/20/15	04903270026	1207-4348000	643.46	
DUKE ENERGY	250532	10/20/15	83903270023	1207-4348000	518.43	
						46,962.37
DUKE ENERGY	250533	10/20/15	92203673010	2201-4348000	13,893.72	
DUKE ENERGY	250533	10/20/15	92203673010	1206-4348000	1,982.82	
						15,876.54
IPL	250534	10/20/15	116789	1125-4348000	175.10	
IPL	250534	10/20/15	1069103	1125-4348000	11.38	
IPL	250534	10/20/15	1397294	651-5023990	25,305.31	
IPL	250534	10/20/15	736499	1120-4348000	1,857.25	
						27,349.04
PAETEC	250535	10/20/15	TELEPHONE LINE CHARGES	1115-4344000	2,269.97	
						2,269.97
SPRINT	250536	10/20/15	148239816094	1401-4344100	135.35	
SPRINT	250536	10/20/15	148239816094	1701-4344100	107.55	
						242.90
VECTREN ENERGY	250537	10/20/15	026003856835741831	601-5023990	96.14	
VECTREN ENERGY	250537	10/20/15	026003856835121005	651-5023990	17.00	
VECTREN ENERGY	250537	10/20/15	026003856835731757	651-5023990	17.77	
VECTREN ENERGY	250537	10/20/15	026201722005784490	1091-4349000	1,884.77	
VECTREN ENERGY	250537	10/20/15	026213689805784459	1091-4349000	3,646.17	
VECTREN ENERGY	250537	10/20/15	026201722005790413	1091-4349000	197.43	
VECTREN ENERGY	250537	10/20/15	026201722005009972	1125-4349000	21.93	
VECTREN ENERGY	250537	10/20/15	026201722005231890	1125-4349000	25.45	
VECTREN ENERGY	250537	10/20/15	026209100755120860	1205-4349000	19.83	
VECTREN ENERGY	250537	10/20/15	026205048005509338	1205-4349000	17.00	
VECTREN ENERGY	250537	10/20/15	026204184595342836	1205-4349000	17.00	
VECTREN ENERGY	250537	10/20/15	026003856835453861	1205-4349000	17.00	
VECTREN ENERGY	250537	10/20/15	026212752235857760	1208-4349000	1,271.75	
VECTREN ENERGY	250537	10/20/15	026201673935642842	1208-4349000	178.70	
VECTREN ENERGY	250537	10/20/15	026201673955453543	1120-4349000	123.33	
VECTREN ENERGY	250537	10/20/15	026205048005231982	1120-4349000	8.50	
VECTREN ENERGY	250537	10/20/15	026004319585399758	1120-4349000	31.08	
VECTREN ENERGY	250537	10/20/15	026004319585454700	1120-4349000	31.98	
VECTREN ENERGY	250537	10/20/15	026004319585112532	1120-4349000	123.15	
						7,745.98
VERIZON WIRELESS	250538	10/20/15	885620064-00001	1081-4344100	905.57	
VERIZON WIRELESS	250538	10/20/15	980895210-00001	1125-4344100	213.72	
VERIZON WIRELESS	250538	10/20/15	685729475-00001	2200-4344100	635.92	
VERIZON WIRELESS	250538	10/20/15	780779357-00001	1192-4344100	1,273.17	
VERIZON WIRELESS	250538	10/20/15	242039271-00001	651-5023990	226.49	
VERIZON WIRELESS	250538	10/20/15	242039271-00001	601-5023990	210.23	
VERIZON WIRELESS	250538	10/20/15	342039197-00001	651-5023990	1,417.32	
VERIZON WIRELESS	250538	10/20/15	380889632-00001	1202-4344100	383.23	
VERIZON WIRELESS	250538	10/20/15	380889632-00001	1115-4344100	461.25	
VERIZON WIRELESS	250538	10/20/15	480888597-00001	1401-4344100	369.51	
VERIZON WIRELESS	250538	10/20/15	280888621-00001	1205-4344100	207.17	
VERIZON WIRELESS	250538	10/20/15	280888621-00001	1201-4344100	80.80	
VERIZON WIRELESS	250538	10/20/15	380784826-00001	1180-4344100	237.99	
VERIZON WIRELESS	250538	10/20/15	580874429-00001	1203-4344100	359.47	
VERIZON WIRELESS	250538	10/20/15	485296750-00001	1120-4344100	3,647.83	
VERIZON WIRELESS	250538	10/20/15	380888601-00001	2201-4344100	976.43	
VERIZON WIRELESS	250538*	10/20/15	885620064-00001	1081-4344100	-905.57	
VERIZON WIRELESS	250538*	10/20/15	980895210-00001	1125-4344100	-213.72	
VERIZON WIRELESS	250538*	10/20/15	685729475-00001	2200-4344100	-635.92	
VERIZON WIRELESS	250538*	10/20/15	780779357-00001	1192-4344100	-1,273.17	
VERIZON WIRELESS	250538*	10/20/15	242039271-00001	651-5023990	-226.49	

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
VERIZON WIRELESS	250538*	10/20/15	242039271-00001	601-5023990		-210.23	
VERIZON WIRELESS	250538*	10/20/15	342039197-00001	651-5023990		-1,417.32	
VERIZON WIRELESS	250538*	10/20/15	380889632-00001	1202-4344100		-383.23	
VERIZON WIRELESS	250538*	10/20/15	380889632-00001	1115-4344100		-461.25	
VERIZON WIRELESS	250538*	10/20/15	480888597-00001	1401-4344100		-369.51	
VERIZON WIRELESS	250538*	10/20/15	280888621-00001	1205-4344100		-207.17	
VERIZON WIRELESS	250538*	10/20/15	280888621-00001	1201-4344100		-80.80	
VERIZON WIRELESS	250538*	10/20/15	380784826-00001	1180-4344100		-237.99	
VERIZON WIRELESS	250538*	10/20/15	580874429-00001	1203-4344100		-359.47	
VERIZON WIRELESS	250538*	10/20/15	485296750-00001	1120-4344100		-3,647.83	
VERIZON WIRELESS	250538*	10/20/15	380888601-00001	2201-4344100		-976.43	
							.00
A T & T	250539	10/20/15	831001392396	1207-4344000		434.03	
							434.03
JAMES BRAINARD	250540	10/20/15	TRAVEL FEES & EXPENSES	1160-4343001		2,729.83	
JAMES BRAINARD	250540	10/20/15	TRAVEL FEES & EXPENSES	1160-4343001		1,726.63	
JAMES BRAINARD	250540	10/20/15	TRAVEL PER DIEMS	1160-4343004		227.50	
JAMES BRAINARD	250540	10/20/15	TRAVEL PER DIEMS	1160-4343004		260.00	
							4,943.96
CARMEL CLAY FOOD & NUTRIT	250541	10/20/15	FOOD & BEVERAGES	1081-4239040		16,724.87	
							16,724.87
CARMEL UTILITIES	250542	10/20/15	PERFORMING ARTS CENTER	902-4460807		580.25	
							580.25
CITIZENS ENERGY GROUP	250543	10/20/15	03148-136793	601-5023990		26,738.39	
							26,738.39
DIANA CORDRAY	250544	10/20/15	TRAVEL PER DIEMS	1701-4343004		22.00	
DIANA CORDRAY	250544	10/20/15	TRAVEL PER DIEMS	1701-4343004		18.97	
							40.97
HUNTINGTON NATIONAL BANK	250545	10/20/15	SALT TRUCK LEASE	2201-R4353099	32520	125.00	
HUNTINGTON NATIONAL BANK	250545	10/20/15	LEASE FOR TANDEM TRUCK	2201-4353099	32548	105,405.00	
HUNTINGTON NATIONAL BANK	250545	10/20/15	OTHER RENTAL & LEASES	1110-4353099		32,775.00	
HUNTINGTON NATIONAL BANK	250545	10/20/15	AUTOMOBILE LEASE	1110-4352600		66,000.00	
HUNTINGTON NATIONAL BANK	250545	10/20/15	OTHER RENTAL & LEASES	1110-4353099		101,570.51	
HUNTINGTON NATIONAL BANK	250545	10/20/15	AUTOMOBILE LEASE	1110-4352600		192,724.64	
HUNTINGTON NATIONAL BANK	250545	10/20/15	AUTOMOBILE LEASE	2200-4352600		8,392.00	
HUNTINGTON NATIONAL BANK	250545	10/20/15	OTHER RENTAL & LEASES	1207-4353099		26,400.00	
							533,392.15
REPUBLIC NATIONAL DIST CO	250546	10/20/15	FOOD & BEVERAGES	1207-4239040		327.05	
							327.05
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1207-4350101	32102	366.55	
REPUBLIC WASTE SERVICES O	250547	10/20/15	BUILDING REPAIRS & MAINT	2201-4350100		171.40	
REPUBLIC WASTE SERVICES O	250547	10/20/15	OTHER EXPENSES	651-5023990		727.00	
REPUBLIC WASTE SERVICES O	250547	10/20/15	OTHER EXPENSES	651-5023990		638.18	
REPUBLIC WASTE SERVICES O	250547	10/20/15	OTHER EXPENSES	651-5023990		1,299.84	
REPUBLIC WASTE SERVICES O	250547	10/20/15	OTHER EXPENSES	651-5023990		267.56	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1091-4350101		246.53	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	110-4350101		75.00	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1125-4350101		150.00	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1205-4350101		140.33	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1120-4350101		265.68	
REPUBLIC WASTE SERVICES O	250547	10/20/15	TRASH COLLECTION	1120-4350101		37.50	
							4,385.57
REPUBLIC WASTE SERVICE-TR	250548	10/20/15	OTHER EXPENSES	601-5023990		101,055.23	
							101,055.23
SOUTHERN WINE & SPIRITS-I	250549	10/20/15	FOOD & BEVERAGES	1207-4239040		213.73	
							213.73
YP	250550	10/20/15	MARKETING & PROMOTIONS	1091-4341991		222.00	
							222.00

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CARMEL UTILITIES	250551	10/20/15	0562107100	1120-4348500		358.45	
							358.45
VERIZON WIRELESS	250552	10/20/15	580874429-00001	1203-4344100		359.47	
VERIZON WIRELESS	250552	10/20/15	885620064-00001	1081-4344100		905.57	
VERIZON WIRELESS	250552	10/20/15	980895210-00001	1125-4344100		213.72	
VERIZON WIRELESS	250552	10/20/15	380784826-00001	1180-4344100		237.99	
VERIZON WIRELESS	250552	10/20/15	780779357-00001	1192-4344100		1,273.17	
VERIZON WIRELESS	250552	10/20/15	280888621-00001	1201-4344100		80.80	
VERIZON WIRELESS	250552	10/20/15	280888621-00001	1205-4344100		207.17	
VERIZON WIRELESS	250552	10/20/15	380888601-00001	2201-4344100		976.43	
VERIZON WIRELESS	250552	10/20/15	480888597-00001	1401-4344100		369.51	
VERIZON WIRELESS	250552	10/20/15	380889632-00001	1202-4344100		383.23	
VERIZON WIRELESS	250552	10/20/15	685729475-00001	2200-4344100		635.92	
VERIZON WIRELESS	250552	10/20/15	242039271-00001	601-5023990		210.23	
VERIZON WIRELESS	250552	10/20/15	242039271-00001	651-5023990		226.49	
VERIZON WIRELESS	250552	10/20/15	342039197-00001	651-5023990		1,417.32	
VERIZON WIRELESS	250552	10/20/15	380889632-00001	1115-4344100		461.25	
VERIZON WIRELESS	250552	10/20/15	485296750-00001	1120-4344100		1,748.54	
							9,706.81
AMERICAN MESSAGING	250553	10/21/15	OTHER EXPENSES	651-5023990		33.26	
							33.26
INDIANA DEPT OF WORKFORCE	250554	10/21/15	UNEMPLOYMENT CLAIMS	1125-R4110000	37913	1,560.00	
							1,560.00
SHELL CREDIT CARD CENTER	250555	10/21/15	GASOLINE	1110-4231400		143.68	
							143.68
SHELL CREDIT CARD CENTER	250556	10/21/15	GASOLINE	1110-4231400		762.49	
							762.49
982-PRAXAIR DISTRIBUTION	250557	10/21/15	BOTTLED GAS	1120-4231100		280.13	
							280.13
A & F ENGINEER CO.,INC	250558	10/21/15	ENGINEERING FEES	2200-R4350900	32626	4,770.00	
							4,770.00
ACE TECHNOLOGIES LLC	250559	10/21/15	OTHER EXPENSES	609-5023990		690.00	
ACE TECHNOLOGIES LLC	250559	10/21/15	OTHER EXPENSES	609-5023990		1,349.04	
ACE TECHNOLOGIES LLC	250559	10/21/15	OTHER EXPENSES	609-5023990		4,665.00	
ACE TECHNOLOGIES LLC	250559	10/21/15	OTHER EXPENSES	609-5023990		1,230.00	
							7,934.04
ACE-PAK PRODUCTS INC	250560	10/21/15	GENERAL PROGRAM SUPPLIES	1092-4239039		267.60	
ACE-PAK PRODUCTS INC	250560	10/21/15	OTHER MAINT SUPPLIES	1093-4238900		698.19	
							965.79
ADAM'S FLOORING, LLC.	250561	10/21/15	BASEBOARD	1110-4350100	33179	975.00	
							975.00
ADVANCED TURF SOLUTIONS I	250562	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		211.76	
							211.76
MIKE AINLEY	250563	10/21/15	OTHER EXPENSES	101-5023990		100.00	
							100.00
ALE-CLE	250564	10/21/15	EXTERNAL INSTRUCT FEES	1180-4357004		2,499.00	
							2,499.00
ALMOST HOME BOARDING KENN	250565	10/21/15	ANIMAL SERVICES	1110-4357600		75.00	
							75.00
AMAZON.COM	250566	10/21/15	BOSCH 330 FT LASER	1110-4239099	33047	198.60	
AMAZON.COM	250566	10/21/15	APPLIANCES	102-4463300		2,499.00	
AMAZON.COM	250566	10/21/15	BUILDING REPAIRS & MAINT	1120-4350100		426.98	
AMAZON.COM	250566	10/21/15	REPAIR PARTS	1120-4237000		34.38	
AMAZON.COM	250566	10/21/15	REPAIR PARTS	1120-4237000		54.46	
							3,213.42
AMERICAN PARTY-TIME	250567	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		1,321.41	
							1,321.41
AMERICAN SOCIETY OF LANDS	250568	10/21/15	ORGANIZATION & MEMBER DUE	1192-4355300		443.75	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
							443.75
AMERICAN STRUCTURE POINT,	250569	10/21/15	MONON TRL PARC 5 AND 7	902-R4460877	31769	1,970.00	
							1,970.00
AMERICAN WATER WORKS ASSO	250570	10/21/15	OTHER EXPENSES	601-5023990		162.55	
							162.55
AMERI-TURF	250571	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		60.00	
							60.00
AMVETS PROGRAM	250572	10/21/15	CITY PROMOTION ADVERTISIN	1207-4346500		237.50	
							237.50
ARAB TERMITE & PEST CONTR	250573	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		75.00	
ARAB TERMITE & PEST CONTR	250573	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		50.00	
ARAB TERMITE & PEST CONTR	250573	10/21/15	BUILDING REPAIRS & MAINT	1125-4350100		50.00	
ARAB TERMITE & PEST CONTR	250573	10/21/15	OTHER CONT SERVICES	1120-4350900		30.00	
ARAB TERMITE & PEST CONTR	250573	10/21/15	OTHER CONT SERVICES	1120-4350900		46.00	
							251.00
ARIA RESORT & CASINO	250574	10/21/15	EXTERNAL TRAINING TRAVEL	1120-4343002		1,677.60	
							1,677.60
SAURABH ARORA	250575	10/21/15	REFUNDS AWARDS & INDEMITY	1096-4358400		14.00	
							14.00
ASSOCIATED IMAGES MOVING	250576	10/21/15	VIDEO PRODUCTION	1203-R4359300	26845	8,333.00	
							8,333.00
AUTOZONE INC	250577	10/21/15	OTHER EXPENSES	601-5023990		165.22	
AUTOZONE INC	250577	10/21/15	OTHER EXPENSES	601-5023990		536.58	
							701.80
B & B INSTRUMENTS INC	250578	10/21/15	OTHER EXPENSES	601-5023990		1,551.01	
							1,551.01
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		388.50	
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		721.50	
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		111.00	
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		888.00	
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		333.00	
BARNES & THORNBURG	250579	10/21/15	LEGAL FEES	902-4340000		1,227.00	
BARNES & THORNBURG	250579	10/21/15	OTHER EXPENSES	651-5023990		2,070.50	
							5,739.50
BARTH ELECTRIC COMPANY	250580	10/21/15	REPAIR TORNADO SIREN	1115-R4350000	32393	1,757.28	
BARTH ELECTRIC COMPANY	250580	10/21/15	REPAIR TORNADO SIREN	1115-R4350000	32393	954.47	
BARTH ELECTRIC COMPANY	250580	10/21/15	EQUIPMENT REPAIRS & MAINT	1115-4350000		4,907.35	
							7,619.10
BARTLETT TREE EXPERTS	250581	10/21/15	TREE WORK	1192-4350400	32735	185.00	
BARTLETT TREE EXPERTS	250581	10/21/15	TREE WORK	1192-4350400	32735	426.00	
BARTLETT TREE EXPERTS	250581	10/21/15	GROUNDS MAINTENANCE	1192-4350400		3,394.00	
							4,005.00
VENKATESH BASKAR	250582	10/21/15	REFUNDS AWARDS & INDEMITY	1096-4358400		35.00	
							35.00
BATTERIES PLUS BULBS	250583	10/21/15	REPAIR PARTS	1120-4237000		132.14	
BATTERIES PLUS BULBS	250583	10/21/15	OTHER EXPENSES	601-5023990		46.94	
BATTERIES PLUS BULBS	250583	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		709.84	
							888.92
KURTIS BAUMGARTNER	250584	10/21/15	CELLULAR PHONE FEES	1091-4344100		50.00	
							50.00
BEAVER GRAVEL	250585	10/21/15	OTHER EXPENSES	651-5023990		35.00	
							35.00
SUSAN BELL	250586	10/21/15	CLEANING SERVICES	911-4350600		100.00	
							100.00
BEN HUR CONSTRUCTION CO	250587	10/21/15	RETROFIT PALLADIUM DOME	902-4460807	33126	55,000.00	
							55,000.00
BEST & FLANAGAN LLP	250588	10/21/15	LEGAL FEES	902-4340000		541.00	
							541.00

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
BETH MAIER PHOTOGRAPHY	250589	10/21/15	AD&D EVENT PHOTOS	1203-4359003	32701	75.00	
							75.00
JOSEPH E. BICKEL	250590	10/21/15	TRAINING SEMINARS	210-4357000		97.50	
							97.50
BLOODHOUND POLYGRAPH, INC	250591	10/21/15	OTHER PROFESSIONAL FEES	1110-4341999		2,800.00	
							2,800.00
BLUE HERON PUBLICATIONS	250592	10/21/15	CITY PROMOTION ADVERTISIN	1203-4346500		384.00	
							384.00
BLUETARP FINANCIAL	250593	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		36.54	
BLUETARP FINANCIAL	250593	10/21/15	SMALL TOOLS & MINOR EQUIP	1093-4238000		139.82	
							176.36
BOBCAT OF ANDERSON	250594	10/21/15	OTHER EXPENSES	652-5023990		2,400.00	
BOBCAT OF ANDERSON	250594	10/21/15	OTHER EXPENSES	601-5023990		76.32	
							2,476.32
BOSE, MCKINNEY & EVANS	250595	10/21/15	OTHER CONT SERVICES	202-4350900		266.00	
							266.00
MELANIE BOWLIN	250596	10/21/15	ADULT CONTRACTORS	1096-4340800		75.00	
							75.00
BRADEN BUSINESS SYS,INC	250597	10/21/15	COPIER	1203-4353004	32702	74.90	
BRADEN BUSINESS SYS,INC	250597	10/21/15	EQUIPMENT MAINT CONTRACTS	2201-4351501		46.08	
BRADEN BUSINESS SYS,INC	250597	10/21/15	COPIER	1110-4353004		865.38	
BRADEN BUSINESS SYS,INC	250597	10/21/15	COPIER	911-4353004		250.00	
							1,236.36
KAREN BREEDLOVE	250598	10/21/15	OTHER EXPENSES	601-5023990		250.00	
							250.00
BRENNTAG MID SOUTH INC	250599	10/21/15	OTHER EXPENSES	601-5023990		3,715.80	
BRENNTAG MID SOUTH INC	250599	10/21/15	OTHER EXPENSES	601-5023990		793.00	
BRENNTAG MID SOUTH INC	250599	10/21/15	OTHER EXPENSES	601-5023990		313.40	
							4,822.20
BROADY-CAMPBELL, INC	250600	10/21/15	TARKINGTON MASONRY	902-4460807	32955	9,200.00	
							9,200.00
BROWN EQUIPMENT CO., INC	250601	10/21/15	REPAIR PARTS	2201-4237000		2,153.69	
							2,153.69
CDW GOVERNMENT INC	250602	10/21/15	HARD DRIVE	1115-4350000	33118	164.88	
CDW GOVERNMENT INC	250602	10/21/15	COMPUTER EQUIPMENT	1091-4463200		1,248.25	
							1,413.13
C H A CONSULTING	250603	10/21/15	96TH PRIORITY WAY RAB	202-4340100	32640	10,434.06	
							10,434.06
C R E PLANNING & DEVELOPM	250604	10/21/15	CONSULTING FEES	1401-4340400		250.00	
							250.00
CSO SCHENKEL SHULTZ	250605	10/21/15	PAC LANDSCAPE PROJECT	902-4460807	32951	1,925.69	
							1,925.69
C T W ELECTRICAL CO, INC	250606	10/21/15	REPAIR PARTS	2201-4237000		1,088.40	
							1,088.40
CALUMET CIVIC CONTRACTORS	250607	10/21/15	3RD AVE PARKING SPACES	902-4460807	33133	1,419.88	
CALUMET CIVIC CONTRACTORS	250607	10/21/15	PERFORMING ARTS CENTER	902-4460807		2,971.66	
							4,391.54
CARL BREHOB & SON	250608	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		103.93	
							103.93
CARMEL PORCHFEST	250609	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		9,898.61	
							9,898.61
CARMEL WELDING & SUPP INC	250610	10/21/15	REPAIR PARTS	2201-4237000		76.56	
CARMEL WELDING & SUPP INC	250610	10/21/15	REPAIR PARTS	1125-4237000		41.93	
CARMEL WELDING & SUPP INC	250610	10/21/15	REPAIR 500 GAL WATER TRLR	1125-4350000	38926	550.00	
CARMEL WELDING & SUPP INC	250610	10/21/15	EQUIPMENT REPAIRS & MAINT	1125-4350000		-50.00	
							618.49
CARRIER CORP	250611	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		1,411.33	
							1,411.33

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CENTRAL INDIANA HARDWARE	250612	10/21/15	OTHER EXPENSES	601-5023990		138.48	
							138.48
CHAMPION OPTICAL NETWORK	250613	10/21/15	SFP 1000BASE	1202-4237000	33121	243.00	
							243.00
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	OTHER EXPENSES	601-5023990		13.33	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	OTHER EXPENSES	601-5023990		45.00	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	1115-4237000		386.16	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	2201-4237000		82.14	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		327.50	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	1120-4237000		162.40	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	1120-4237000		105.29	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	1120-4237000		10.77	
CHAPMAN ELEC SUPPLY INC	250614	10/21/15	REPAIR PARTS	1120-4237000		-270.00	
							862.59
CHILD SOURCE	250615	10/21/15	CARSEAT/BACK BOOSTER	900-4359005	33166	657.00	
							657.00
CINTAS CORPORATION #018	250616	10/21/15	UNIFORMS	1207-4356001		18.35	
CINTAS CORPORATION #018	250616	10/21/15	LAUNDRY SERVICE	2201-4356501		493.03	
CINTAS CORPORATION #018	250616	10/21/15	LAUNDRY SERVICE	2201-4356501		633.50	
CINTAS CORPORATION #018	250616	10/21/15	LAUNDRY SERVICE	1110-4356501		101.79	
CINTAS CORPORATION #018	250616	10/21/15	LAUNDRY SERVICE	1110-4356501		101.79	
CINTAS CORPORATION #018	250616	10/21/15	UNIFORMS	1207-4356001		95.95	
CINTAS CORPORATION #018	250616	10/21/15	UNIFORMS	1207-4356001		18.35	
CINTAS CORPORATION #018	250616	10/21/15	OTHER MAINT SUPPLIES	1093-4238900		506.10	
CINTAS CORPORATION #018	250616	10/21/15	OTHER MAINT SUPPLIES	1093-4238900		383.10	
CINTAS CORPORATION #018	250616*	10/21/15	UNIFORMS	1207-4356001		-18.35	
CINTAS CORPORATION #018	250616*	10/21/15	LAUNDRY SERVICE	2201-4356501		-493.03	
CINTAS CORPORATION #018	250616*	10/21/15	LAUNDRY SERVICE	2201-4356501		-633.50	
CINTAS CORPORATION #018	250616*	10/21/15	LAUNDRY SERVICE	1110-4356501		-101.79	
CINTAS CORPORATION #018	250616*	10/21/15	LAUNDRY SERVICE	1110-4356501		-101.79	
CINTAS CORPORATION #018	250616*	10/21/15	UNIFORMS	1207-4356001		-95.95	
CINTAS CORPORATION #018	250616*	10/21/15	UNIFORMS	1207-4356001		-18.35	
CINTAS CORPORATION #018	250616*	10/21/15	OTHER MAINT SUPPLIES	1093-4238900		-506.10	
CINTAS CORPORATION #018	250616*	10/21/15	OTHER MAINT SUPPLIES	1093-4238900		-383.10	
							.00
CITY BARBEQUE	250617	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		291.97	
							291.97
CITY OF WESTFIELD TRAININ	250618	10/21/15	OPERATING EXPENSE	210-4357000	33199	8,380.00	
							8,380.00
JANICE ALDRIDGE CLARK	250619	10/21/15	CARMEL ON CANVAS	854-4359026		200.00	
JANICE ALDRIDGE CLARK	250619	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		150.00	
							350.00
CLARK TIRE INC	250620	10/21/15	AUTO REPAIR & MAINTENANCE	1120-4351000		207.96	
							207.96
TODD C CLARK	250621	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
CLAY TOWNSHIP	250622	10/21/15	GROUNDS MAINTENANCE	1120-4350400		76.75	
CLAY TOWNSHIP	250622	10/21/15	TRASH COLLECTION	1120-4350101		15.46	
CLAY TOWNSHIP	250622	10/21/15	TRASH COLLECTION	1120-4350101		83.74	
CLAY TOWNSHIP	250622	10/21/15	BUILDING REPAIRS & MAINT	1120-4350100		37.50	
CLAY TOWNSHIP	250622	10/21/15	GAS	1120-4349000		131.73	
CLAY TOWNSHIP	250622	10/21/15	WATER & SEWER	1120-4348500		127.14	
CLAY TOWNSHIP	250622	10/21/15	WATER & SEWER	1120-4348500		96.93	
CLAY TOWNSHIP	250622	10/21/15	ELECTRICITY	1120-4348000		975.79	
							1,545.04
SHANE P COLLINS	250623	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
COMMUNITY OCCUPATIONAL HE	250624	10/21/15	MEDICAL FEES	1125-4340700		47.00	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
COMMUNITY OCCUPATIONAL HE	250624	10/21/15	MEDICAL FEES	1091-4340700		47.00	
COMMUNITY OCCUPATIONAL HE	250624	10/21/15	MEDICAL FEES	1081-4340700		94.00	
							188.00
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,394.24	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,398.08	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,452.80	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,395.20	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,376.96	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,414.40	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,383.68	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,461.44	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,409.60	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,400.00	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,403.84	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,476.80	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,459.52	
COMPASS MINERALS AMERICA	250625	10/21/15	OTHER EXPENSES	601-5023990		2,391.36	
							33,817.92
CONCRETE SURGEONS INC	250626	10/21/15	CEMENT	2201-4236200		540.00	
							540.00
CONTEXT LANDSCAPE ARCHITE	250627	10/21/15	DESIGN SERVICES SOPHIA	902-4460847	32948	3,700.00	
							3,700.00
COOTS, HENKE, & WHEELER,P	250628	10/21/15	PRO TEM JUDGE FEES	1301-4341951		25.00	
							25.00
CREW CAR WASH	250629	10/21/15	AUTO REPAIR & MAINTENANCE	1120-4351000		1,375.00	
							1,375.00
CROSSROAD ENGINEERS, PC	250630	10/21/15	EMERSON DR STORM SEWER	912-R4462300	32638	2,648.10	
CROSSROAD ENGINEERS, PC	250630	10/21/15	ON CALL DRAINAGE	250-4350900	32918	5,101.90	
CROSSROAD ENGINEERS, PC	250630	10/21/15	2015 PLAN REVIEW	202-4340100	32636	5,312.50	
CROSSROAD ENGINEERS, PC	250630	10/21/15	ON CALL DRAINAGE	250-4350900	32918	2,290.00	
CROSSROAD ENGINEERS, PC	250630	10/21/15	ON CALL ENGINEERING	2200-R4350900	32629	4,383.28	
CROSSROAD ENGINEERS, PC	250630	10/21/15	ILL ST EXT PHASE 2	212-R4462865	25294	15,664.45	
CROSSROAD ENGINEERS, PC	250630	10/21/15	ILL STREET	212-R4462865	32926	14,395.15	
CROSSROAD ENGINEERS, PC	250630	10/21/15	GUILFORD-CITY CNTR/MAIN	202-4340100	32631	7,783.20	
							57,578.58
CROWN TROPHY	250631	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		88.75	
CROWN TROPHY	250631	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		89.00	
							177.75
CUMMINS CROSSPOINT	250632	10/21/15	AUTO REPAIR & MAINTENANCE	1120-4351000		4,584.22	
							4,584.22
DARREN LEE CUPP	250633	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		107.80	
							107.80
CURRENT PUBLISHING	250634	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		1,625.00	
							1,625.00
CYBEX INTERNATIONAL INC	250635	10/21/15	EQUIPMENT REPAIRS & MAINT	1096-4350000		781.97	
							781.97
D L Z	250636	10/21/15	116TH/HAZEL RAB DESIGN	203-R4350900	25292	2,820.00	
D L Z	250636	10/21/15	116/HAZEL DELL RAB DESIGN	211-4350900	32632	24,223.96	
							27,043.96
PENNY DALEY	250637	10/21/15	OTHER EXPENSES	601-5023990		250.00	
							250.00
DANIEL MCFEELY COMMUNICAT	250638	10/21/15	ECONOMIC DEVLP	1203-4359300	32705	8,250.00	
							8,250.00
DAVE & BUSTERS	250639	10/21/15	GENERAL PROGRAM SUPPLIES	1096-4239039		96.00	
							96.00
DAYSTAR DIRECTIONAL DRILL	250640	10/21/15	OTHER CONT SERVICES	1206-4350900		4,520.00	
							4,520.00
DELL MARKETING LP	250641	10/21/15	VLA OFFICE PRO PLUS	1202-4463202	33105	653.56	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
DELL MARKETING LP	250641	10/21/15	OTHER EXPENSES	651-5023990		1,278.86	
DELL MARKETING LP	250641	10/21/15	OTHER EXPENSES	651-5023990		406.64	
DELL MARKETING LP	250641	10/21/15	OFFICE PRO LICENSE	1192-4463202	32745	653.56	
							2,992.62
TAMMIE DICKERSON	250642	10/21/15	CARMEL ON CANVAS	854-367009		500.00	
							500.00
DIRTWORKS LLC	250643	10/21/15	OTHER EXPENSES	601-5023990		60.00	
							60.00
DISCOUNT SCHOOL SUPPLIES	250644	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		84.99	
							84.99
DOMESTIC UNIFORM RENTAL	250645	10/21/15	CLEANING SERVICES	1115-4350600		39.20	
DOMESTIC UNIFORM RENTAL	250645	10/21/15	CLEANING SERVICES	1115-4350600		39.20	
							78.40
DON HINDS FORD	250646	10/21/15	REPAIR PARTS	1110-4237000		74.17	
DON HINDS FORD	250646	10/21/15	OTHER EXPENSES	651-5023990		10.60	
							84.77
DRAINAGE SOLUTIONS, INC	250647	10/21/15	REPAIR PARTS	2201-4237000		8.36	
DRAINAGE SOLUTIONS, INC	250647	10/21/15	REPAIR PARTS	2201-4237000		426.00	
							434.36
DUNCAN APPLIANCE SERVICE	250648	10/21/15	OTHER CONT SERVICES	1120-4350900		263.49	
DUNCAN APPLIANCE SERVICE	250648	10/21/15	OTHER CONT SERVICES	1120-4350900		263.49	
DUNCAN APPLIANCE SERVICE	250648	10/21/15	OTHER CONT SERVICES	1120-4350900		138.31	
DUNCAN APPLIANCE SERVICE	250648*	10/21/15	OTHER CONT SERVICES	1120-4350900		-263.49	
DUNCAN APPLIANCE SERVICE	250648*	10/21/15	OTHER CONT SERVICES	1120-4350900		-263.49	
DUNCAN APPLIANCE SERVICE	250648*	10/21/15	OTHER CONT SERVICES	1120-4350900		-138.31	
							.00
E & B PAVING, INC	250649	10/21/15	ILLINOIS ST PAVING	211-R4462865	26536	-49,171.74	
E & B PAVING, INC	250649	10/21/15	ILLINOIS ST PAVING	212-R4462865	26536	49,171.74	
E & B PAVING, INC	250649	10/21/15	ILLINOIS STREET	212-R4462865	25297	73,356.16	
							73,356.16
E A OUTDOOR SERVICES, LLC	250650	10/21/15	GROUNDS MAINTENANCE	2201-4350400		12,000.00	
							12,000.00
E C LINK	250651	10/21/15	SOFTWARE MAINT CONTRACTS	1120-4351502		3,000.00	
							3,000.00
EMP TECHNICAL GROUP INC	250652	10/21/15	EQUIPMENT REPAIRS & MAINT	1110-4350000		44.75	
							44.75
EAGLE RIDGE CIVIL ENG SVS	250653	10/21/15	AUMAN NEWARK	250-4350900	32931	2,223.71	
							2,223.71
EARTH NETWORKS, INC.	250654	10/21/15	OTHER CONT SERVICES	2201-4350900		500.00	
EARTH NETWORKS, INC.	250654	10/21/15	SOFTWARE	1110-4351502	33178	500.00	
							1,000.00
EDWARDS ELECTRICAL & MECH	250655	10/21/15	OTHER EXPENSES	601-5023990		33.45	
EDWARDS ELECTRICAL & MECH	250655	10/21/15	OTHER EXPENSES	601-5023990		497.75	
							531.20
EIDE BAILLY LLP	250656	10/21/15	OTHER ACCOUNTING FEES	902-4340303		325.00	
							325.00
ELLIS MECHANICAL & ELECTR	250657	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		669.00	
ELLIS MECHANICAL & ELECTR	250657	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		265.61	
ELLIS MECHANICAL & ELECTR	250657	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		2,025.02	
							2,959.63
ENTERPRISE RENT-A-CAR	250658	10/21/15	EXTERNAL TRAINING TRAVEL	1120-4343002		167.48	
							167.48
ENVERITY ENGINEERING	250659	10/21/15	CITY CENTER PH II	902-4460805	32953	17,912.50	
							17,912.50
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		224.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		1,504.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		1,188.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		760.00	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		760.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		760.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER EXPENSES	601-5023990		376.00	
ENVIRONMENTAL LABORATORIE	250660	10/21/15	OTHER CONT SERVICES	1094-4350900		44.00	
							5,616.00
ENVIRONMENTAL RESOURCE AS	250661	10/21/15	OTHER EXPENSES	651-5023990		500.54	
							500.54
HAL ESPEY	250662	10/21/15	OTHER PROFESSIONAL FEES	1401-4341999		1,400.00	
HAL ESPEY	250662	10/21/15	VIDEO TAPING PARK BOARD	1125-4341999	37985	1,050.00	
HAL ESPEY	250662	10/21/15	OTHER CONT SERVICES	1192-4350900		1,250.00	
							3,700.00
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		585.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		155.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		155.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		155.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		155.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		155.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		835.00	
EUROFINS EATON ANALYTICAL	250663	10/21/15	OTHER EXPENSES	601-5023990		835.00	
							3,030.00
END VIOLENCE AGAINST WOME	250664	10/21/15	CONFERENCE	210-4357000	33202	445.00	
END VIOLENCE AGAINST WOME	250664	10/21/15	CONFERENCE	210-4357000	33202	445.00	
							890.00
EVERETT J PRESCOTT INC	250665	10/21/15	OTHER EXPENSES	601-5023990		20.00	
EVERETT J PRESCOTT INC	250665	10/21/15	OTHER EXPENSES	601-5023990		48.00	
							68.00
EWING PRINTING CO INC	250666	10/21/15	SAFETY PLANNER	1110-4230100	33177	755.00	
EWING PRINTING CO INC	250666	10/21/15	SAFETY PLANNER	1110-4230200	33177	755.00	
EWING PRINTING CO INC	250666*	10/21/15	SAFETY PLANNER	1110-4230200	33177	-755.00	
EWING PRINTING CO INC	250666*	10/21/15	SAFETY PLANNER	1110-4230100	33177	-755.00	
							.00
EXPRESS GRAPHICS	250667	10/21/15	REPAIR PARTS	1110-4237000		145.00	
							145.00
FAMILY TIME ENTERTAINMENT	250668	10/21/15	ADULT CONTRACTORS	1081-4340800		245.00	
							245.00
FASTENAL COMPANY	250669	10/21/15	REPAIR PARTS	2201-4237000		135.89	
FASTENAL COMPANY	250669	10/21/15	REPAIR PARTS	2201-4237000		573.48	
FASTENAL COMPANY	250669	10/21/15	OTHER EXPENSES	601-5023990		29.96	
							739.33
FEDEX KINKO'S-COPY CHARGE	250670	10/21/15	STATIONARY & PRNTD MATERL	1180-4230100		70.29	
							70.29
FELLOWSHIP REFRIGERATION	250671	10/21/15	OTHER EXPENSES	651-5023990		1,250.00	
							1,250.00
FIKES FRESH BRANDS, INC	250672	10/21/15	BUILDING REPAIRS & MAINT	1207-4350100		36.00	
							36.00
FIRESTONE TIRE & SERVICE	250673	10/21/15	OTHER EXPENSES	651-5023990		1,560.60	
FIRESTONE TIRE & SERVICE	250673	10/21/15	AUTO REPAIR & MAINTENANCE	1192-4351000		56.63	
							1,617.23
FITNESS FIXX SERVICE INC	250674	10/21/15	EQUIPMENT REPAIRS & MAINT	1096-4350000		1,108.75	
							1,108.75
FOREMOST PROMOTIONS	250675	10/21/15	POSTAGE	1110-4342100		8.54	
FOREMOST PROMOTIONS	250675	10/21/15	POSTAGE	1110-4342100		22.55	
							31.09
FUN EXPRESS	250676	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		40.66	
FUN EXPRESS	250676	10/21/15	GENERAL PROGRAM SUPPLIES	1096-4239039		113.86	
FUN EXPRESS	250676	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		58.93	
							213.45
G & D SERVICES INC	250677	10/21/15	GROUNDS MAINTENANCE	1206-4350400		229.42	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
							229.42
G R M INFORMATION MGT SVS	250678	10/21/15	OTHER PROFESSIONAL FEES	502-4341999		111.82	
							111.82
GAMETIME	250679	10/21/15	EXPRESSION SWING FOR WEST	1125-4463600	39008	1,197.75	
GAMETIME	250679*	10/21/15	EXPRESSION SWING FOR WEST	1125-4463600	39008	-1,197.75	
							.00
GARAGE DOORS OF INDIANAPO	250680	10/21/15	BUILDING REPAIRS & MAINT	1110-4350100		342.00	
							342.00
GENUINE PARTS COMPANY-IND	250681	10/21/15	REPAIR PARTS	1110-4237000		323.54	
							323.54
GENUINE PARTS COMPANY-IND	250682	10/21/15	OTHER EXPENSES	651-5023990		615.50	
							615.50
WILLIAM J GILBERT	250683	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
GLOBAL EQUIPMENT CO	250684	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		217.00	
							217.00
GORDON FOOD SERVICE, INC	250685	10/21/15	FOOD & BEVERAGES	1207-4239040		32.63	
							32.63
ELLA GOTTSCHILD	250686	10/21/15	CARMEL ON CANVAS	854-4359026		50.00	
							50.00
KIM GRAHAM	250687	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		100.00	
							100.00
GRAINGER INC	250688	10/21/15	BUILDING REPAIRS & MAINT	1110-4350100		46.35	
GRAINGER INC	250688	10/21/15	SMALL TOOLS & MINOR EQUIP	2201-4238000		121.60	
GRAINGER INC	250688	10/21/15	OTHER EXPENSES	651-5023990		300.80	
GRAINGER INC	250688	10/21/15	OTHER EXPENSES	651-5023990		255.32	
GRAINGER INC	250688	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		386.79	
							1,110.86
GRANICUS, INC	250689	10/21/15	WEB PROGRAM	1192-4350900	32742	83.75	
GRANICUS, INC	250689	10/21/15	MANAGED SERVICES	1203-4341999	32611	1,229.45	
							1,313.20
GRAYBAR ELECTRIC CO, INC	250690	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		78.60	
							78.60
DEBRA GRISHAM, ATTORNEY A	250691	10/21/15	LEGAL FEES	1125-4340000		6,498.33	
DEBRA GRISHAM, ATTORNEY A	250691	10/21/15	OTHER EXPENSES	106-5023990		3,768.34	
							10,266.67
H D SUPPLY WATERWORKS LTD	250692	10/21/15	OTHER EXPENSES	651-5023990		916.84	
H D SUPPLY WATERWORKS LTD	250692	10/21/15	OTHER EXPENSES	601-5023990		42.05	
							958.89
H J UMBAUGH & ASSOCIATES	250693	10/21/15	ACCOUNTING FEES	1701-4340300		1,575.00	
							1,575.00
HP PRODUCTS	250694	10/21/15	OTHER EXPENSES	651-5023990		460.16	
							460.16
HALL SIGNS, INC.	250695	10/21/15	TRAFFIC SIGNS	2201-4239030		188.90	
							188.90
HALL,RENDER,KILLIAN,HEATH	250696	10/21/15	LEGAL FEES	902-4340000		10,841.00	
HALL,RENDER,KILLIAN,HEATH	250696	10/21/15	LEGAL FEES	902-4340000		777.00	
HALL,RENDER,KILLIAN,HEATH	250696	10/21/15	LEGAL FEES	902-4340000		481.00	
							12,099.00
HAMILTON COUNTY TREASURER	250697	10/21/15	OTHER EXPENSES	101-5023990		12,241.46	
							12,241.46
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		39.80	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	

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HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
HAMILTON COUNTY TREASURER	250699	10/21/15	ASSESSMENT FEES	902-4358000		37.50	
							902.30
HAMILTON DISC GOLF	250700	10/21/15	NTE SERVICES	1125-4350400	38674	867.00	
							867.00
DOUGLAS HANEY	250701	10/21/15	TRAVEL PER DIEMS	1180-4343004		39.68	
DOUGLAS HANEY	250701	10/21/15	EXTERNAL TRAINING TRAVEL	1180-4343002		2,268.57	
							2,308.25
HARRINGTON INDUSTRIAL PLA	250702	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		134.99	
HARRINGTON INDUSTRIAL PLA	250702	10/21/15	GROUNDS MAINTENANCE	1206-4350400		23.36	
HARRINGTON INDUSTRIAL PLA	250702	10/21/15	GROUNDS MAINTENANCE	1206-4350400		299.44	
							457.79
PATRICK CASEY HARSHBARGER	250703	10/21/15	CARMEL ON CANVAS	854-4359026		200.00	
							200.00
NANCY HECK	250704	10/21/15	TRAVEL PER DIEMS	1203-4343004		36.80	
NANCY HECK	250704	10/21/15	TRAVEL PER DIEMS	1203-4343004		325.00	
NANCY HECK	250704	10/21/15	TRAVEL & LODGING	1203-4343003		958.72	
NANCY HECK	250704	10/21/15	TRAVEL & LODGING	1203-4343003		128.49	
							1,449.01
RICHARD G HECK	250705	10/21/15	SUBSCRIPTIONS	1203-4355200		667.46	
							667.46
HERTZ	250706	10/21/15	AUTOMOBILE LEASE	1160-4352600		775.00	
							775.00
HEWLETT PACKARD ENTERPRIS	250707	10/21/15	TAPE LIBRARY SUPPORT	1202-4351501	33109	323.55	
							323.55
HEWLETT PACKARD INC	250708	10/21/15	GLASERJET PRO PRINT	1202-4463201	33122	491.28	
HEWLETT PACKARD INC	250708	10/21/15	OTHER EXPENSES	604-5023990		149.50	
HEWLETT PACKARD INC	250708	10/21/15	OTHER EXPENSES	652-5023990		149.50	
							790.28
HINCKLEY SPRINGS	250709	10/21/15	OTHER MISCELLANOUS	506-4239099		51.34	
							51.34
HITTLE LANDSCAPING, INC	250710	10/21/15	WEST OF US31 MOWING	2201-4350400	32536	11,439.04	
HITTLE LANDSCAPING, INC	250710	10/21/15	EAST OF US31 MOWING	2201-4350400	32533	5,459.24	
							16,898.28
HOBBY LOBBY STORES	250711	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		166.49	
HOBBY LOBBY STORES	250711	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		153.45	
HOBBY LOBBY STORES	250711	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		21.97	
HOBBY LOBBY STORES	250711	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		116.26	
HOBBY LOBBY STORES	250711	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		29.30	
HOBBY LOBBY STORES	250711*	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		-166.49	
HOBBY LOBBY STORES	250711*	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		-153.45	
HOBBY LOBBY STORES	250711*	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		-21.97	
HOBBY LOBBY STORES	250711*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-116.26	

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HOBBY LOBBY STORES	250711*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-29.30	
							.00
HOME CITY ICE	250712	10/21/15	FOOD & BEVERAGES	1095-4239040		155.00	
							155.00
ALYSON HOOK	250713	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		210.00	
							210.00
JEFFREY J HORNER	250714	10/21/15	TRAINING SEMINARS	210-4357000		97.50	
							97.50
HOT BLOWN GLASS LTD	250715	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		250.00	
							250.00
HYLANT GROUP	250716	10/21/15	GENERAL INSURANCE	1801-4347500		100.00	
HYLANT GROUP	250716	10/21/15	GENERAL INSURANCE	1801-4347500		100.00	
							200.00
I C C BUSINESS PRODUCTS	250717	10/21/15	OFFICE SUPPLIES	1091-4230200		407.40	
I C C BUSINESS PRODUCTS	250717	10/21/15	OFFICE SUPPLIES	1125-4230200		213.10	
							620.50
I U P P S	250718	10/21/15	OTHER EXPENSES	601-5023990		3,100.80	
I U P P S	250718	10/21/15	OTHER CONT SERVICES	2201-4350900		1,087.75	
							4,188.55
INDIANA BRICK CORPORATION	250719	10/21/15	CEMENT	2201-4236200		6,339.96	
							6,339.96
INDIANA CHAMBER OF COMMER	250720	10/21/15	ECONOMIC DEVELOPMENT	1203-4359300		1,350.00	
							1,350.00
INDIANA NEWSPAPERS, INC	250721	10/21/15	SUBSCRIPTIONS	1091-4355200		372.03	
INDIANA NEWSPAPERS, INC	250721	10/21/15	SUBSCRIPTIONS	1192-4355200		38.07	
							410.10
INDIANA OFFICE OF TECHNOL	250722	10/21/15	EQUIPMENT MAINT CONTRACTS	1110-4351501		115.19	
							115.19
INDIANA OXYGEN CO	250723	10/21/15	BOTTLED GAS	2201-4231100		106.56	
INDIANA OXYGEN CO	250723	10/21/15	OTHER EXPENSES	601-5023990		99.70	
INDIANA OXYGEN CO	250723	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		6.86	
INDIANA OXYGEN CO	250723	10/21/15	SAFETY SUPPLIES	1094-4239012		19.31	
							232.43
INDIANA RURAL WATER ASSOC	250724	10/21/15	OTHER EXPENSES	601-5023990		237.00	
							237.00
INDIANA WATER ENVIRONMENT	250725	10/21/15	OTHER EXPENSES	651-5023990		30.00	
							30.00
INDIANAPOLIS BUSINESS JOU	250726	10/21/15	CITY PROMOTION ADVERTISIN	1203-4346500		850.00	
							850.00
INTL ASSOC FOR IDENTIFICA	250727*	10/21/15	ORGANIZATION & MEMBER DUE	1110-4355300		-80.00	
INTL ASSOC FOR IDENTIFICA	250727	10/21/15	ORGANIZATION & MEMBER DUE	1110-4355300		80.00	
							.00
INTL ASSOC FOR IDENTIFICA	250728	10/21/15	ORGANIZATION & MEMBER DUE	1110-4355300		80.00	
INTL ASSOC FOR IDENTIFICA	250728*	10/21/15	ORGANIZATION & MEMBER DUE	1110-4355300		-80.00	
							.00
INTERNATIONAL CODE COUNCI	250729	10/21/15	ORGANIZATION & MEMBER DUE	1192-4355300		135.00	
							135.00
IRVING MATERIALS INC	250730	10/21/15	GRAVEL	2201-4236000		224.50	
							224.50
IRWIN COMPUTING	250731	10/21/15	WEB SITE MAINTENANCE	1203-4355400	32706	3,600.00	
							3,600.00
J & K COMMUNICATIONS, INC	250732	10/21/15	EQUIPMENT REPAIRS & MAINT	1081-4350000		71.25	
J & K COMMUNICATIONS, INC	250732	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		47.50	
J & K COMMUNICATIONS, INC	250732	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		47.50	
							166.25
JBM CONTRACTORS CORP	250733	10/21/15	PALLADIUM LANDSCAPING	902-4460807	32956	353,057.00	
							353,057.00
JACK DOHENY SUPPLIES INC	250734	10/21/15	OTHER RENTAL & LEASES	2201-4353099		550.00	

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							550.00
JONES & HENRY ENGINEER IN	250735	10/21/15	OTHER EXPENSES	660-5023990		888.00	
							888.00
KC THOMAS CONSTRUCTION IN	250736	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		225.00	
							225.00
KAHLO JEEP	250737	10/21/15	REPAIR PARTS	1120-4237000		52.13	
							52.13
KAHN, DEES, DONOVAN & KAH	250738	10/21/15	OTHER CONT SERVICES	202-4350900		2,977.41	
							2,977.41
MATTHEW KATZ	250739	10/21/15	CARMEL ON CANVAS	854-4359026		100.00	
							100.00
ADRIENNE KEELING	250740	10/21/15	EXTERNAL TRAINING FEES	1192-4357002		372.00	
							372.00
KELLER MACALUSO LLC	250741	10/21/15	OTHER EXPENSES	601-5023990		103.50	
KELLER MACALUSO LLC	250741	10/21/15	ILLINOIS STREET	202-R4462865		690.00	
KELLER MACALUSO LLC	250741	10/21/15	ILLINOIS STREET	212-R4462865		66.00	
KELLER MACALUSO LLC	250741	10/21/15	ILLINOIS STREET	212-R4462865		1,414.50	
KELLER MACALUSO LLC	250741	10/21/15	OTHER CONT SERVICES	202-4350900		207.00	
KELLER MACALUSO LLC	250741	10/21/15	LEGAL FEES	1180-R4340000	31619	655.50	
KELLER MACALUSO LLC	250741	10/21/15	LEGAL FEES	1180-R4340000	31619	690.00	
							3,826.50
KIRBY RISK CORPORATION	250742*	10/21/15	OTHER EXPENSES	651-5023990		-2,125.00	
KIRBY RISK CORPORATION	250742*	10/21/15	OTHER EXPENSES	651-5023990		-354.36	
KIRBY RISK CORPORATION	250742*	10/21/15	OTHER EXPENSES	651-5023990		-22.14	
KIRBY RISK CORPORATION	250742*	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		-226.92	
KIRBY RISK CORPORATION	250742*	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		-139.39	
KIRBY RISK CORPORATION	250742*	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		-317.73	
KIRBY RISK CORPORATION	250742	10/21/15	OTHER EXPENSES	651-5023990		2,125.00	
KIRBY RISK CORPORATION	250742	10/21/15	OTHER EXPENSES	651-5023990		354.36	
KIRBY RISK CORPORATION	250742	10/21/15	OTHER EXPENSES	651-5023990		22.14	
KIRBY RISK CORPORATION	250742	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		226.92	
KIRBY RISK CORPORATION	250742	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		139.39	
KIRBY RISK CORPORATION	250742	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		317.73	
							.00
KLEENFLOW LLC	250743	10/21/15	OTHER EXPENSES	651-5023990		1,028.10	
							1,028.10
KONE INC	250744	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		371.07	
							371.07
KONICA MINOLTA BUSINESS S	250745	10/21/15	EQUIPMENT MAINT CONTRACTS	1201-4351501		55.46	
							55.46
KONICA MINOLTA PREMIER FI	250746	10/21/15	OTHER RENTAL & LEASES	1801-4353099		1,133.61	
KONICA MINOLTA PREMIER FI	250746	10/21/15	COPIER	1091-4353004		218.25	
KONICA MINOLTA PREMIER FI	250746	10/21/15	COPIER	1081-4353004		72.75	
KONICA MINOLTA PREMIER FI	250746	10/21/15	COPIER	1125-4353004		291.00	
							1,715.61
KROGER CO	250747	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		258.03	
KROGER CO	250747	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		73.89	
KROGER CO	250747	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		60.34	
KROGER CO	250747	10/21/15	OFFICE SUPPLIES	1081-4230200		17.47	
KROGER CO	250747	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		46.49	
KROGER CO	250747	10/21/15	OFFICE SUPPLIES	1091-4230200		17.75	
KROGER CO	250747*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-258.03	
KROGER CO	250747*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-73.89	
KROGER CO	250747*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-60.34	
KROGER CO	250747*	10/21/15	OFFICE SUPPLIES	1081-4230200		-17.47	
KROGER CO	250747*	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		-46.49	
KROGER CO	250747*	10/21/15	OFFICE SUPPLIES	1091-4230200		-17.75	
							.00

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
KRONOS INC.	250748	10/21/15	PAYROLL PROGRAM	102-R4463202	24598	600.00	
							600.00
LAFEVER ELECTRIC, INC.	250749	10/21/15	STREET LIGHT REPAIRS	2201-4350080		462.03	
							462.03
L-COM GLOBAL CONNECTIVITY	250750	10/21/15	CAT5 SHEILD	1115-4237000	33116	156.84	
L-COM GLOBAL CONNECTIVITY	250750	10/21/15	POSTAGE	1115-4342100		7.31	
							164.15
LEACH & RUSSELL	250751	10/21/15	OTHER CONT SERVICES	1208-4350900		3,600.00	
							3,600.00
LEAGUE OF AMERICAN BICYCL	250752	10/21/15	PROMOTIONAL PRINTING	1192-4345002		825.00	
							825.00
MIRABELLE LEFF	250753	10/21/15	REFUNDS AWARDS & INDEMITY	1096-4358400		35.00	
							35.00
LEGACY PHOTOGRAPHY & DESI	250754	10/21/15	OTHER PROFESSIONAL FEES	1203-4341999		2,590.00	
LEGACY PHOTOGRAPHY & DESI	250754	10/21/15	OTHER PROFESSIONAL FEES	1203-4341999		180.00	
LEGACY PHOTOGRAPHY & DESI	250754	10/21/15	GRAPHIC DESIGN FOR 2013	1203-R4341999	26753	135.00	
							2,905.00
LISA SCOTT	250755	10/21/15	OTHER MISCELLANOUS	2200-4239099		9.00	
							9.00
LONDON WITTE GROUP LLC	250756	10/21/15	OTHER EXPENSES	601-5023990		1,892.50	
LONDON WITTE GROUP LLC	250756	10/21/15	OTHER EXPENSES	601-5023990		175.00	
LONDON WITTE GROUP LLC	250756	10/21/15	ACCOUNTING ADVISOR	902-4340303	31794	2,100.00	
							4,167.50
GREG LOVEALL	250757	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
LOWE'S COMPANIES INC	250758	10/21/15	98000219612	1110-4239099		67.10	
LOWE'S COMPANIES INC	250758	10/21/15	98000219612	911-4350100		4,873.80	
							4,940.90
MAC DESIGNS INC	250759	10/21/15	OTHER EXPENSES	851-5023990		2,895.00	
							2,895.00
MACALLISTER MACHINERY CO	250760	10/21/15	REPAIR PARTS	2201-4237000		10,843.40	
							10,843.40
STEPHANIE MARSHALL	250761	10/21/15	TRAVEL PER DIEMS	1203-4343004		285.17	
STEPHANIE MARSHALL	250761	10/21/15	TRAVEL PER DIEMS	1203-4343004		292.50	
STEPHANIE MARSHALL	250761	10/21/15	TRAVEL & LODGING	1203-4343003		24.83	
STEPHANIE MARSHALL	250761	10/21/15	TRAVEL FEES & EXPENSES	1203-4343001		1,334.57	
STEPHANIE MARSHALL	250761	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		458.44	
							2,395.51
MARTIN MARIETTA AGGREGATE	250762	10/21/15	OTHER EXPENSES	651-5023990		582.23	
							582.23
MASTER TRANSLATION SERVIC	250763	10/21/15	INTERPRETER FEES	1301-4341954		812.00	
							812.00
MCBETH'S EMBROIDERY & SIL	250764	10/21/15	OTHER EXPENSES	601-5023990		167.30	
MCBETH'S EMBROIDERY & SIL	250764	10/21/15	OTHER EXPENSES	651-5023990		167.30	
MCBETH'S EMBROIDERY & SIL	250764	10/21/15	GENERAL PROGRAM SUPPLIES	1096-4239039		202.00	
							536.60
MEASURE CONSUMER PERSPECT	250765	10/21/15	OTHER CONT SERVICES	1091-4350900		85.00	
							85.00
MEDIA FACTORY	250766	10/21/15	MARKETING & PROMOTIONS	1091-4341991		300.00	
MEDIA FACTORY	250766	10/21/15	MARKETING & PROMOTIONS	1081-4341991		300.00	
MEDIA FACTORY	250766	10/21/15	ECONOMIC DEVELOPMENT	1203-4359300		45.00	
MEDIA FACTORY	250766	10/21/15	SIGNAGE PRINTING	1203-4359003	32707	37.50	
MEDIA FACTORY	250766	10/21/15	SIGNAGE PRINTING	1203-4359003	32707	55.77	
MEDIA FACTORY	250766	10/21/15	OFFICE SUPPLIES	1192-4230200		905.50	
MEDIA FACTORY	250766	10/21/15	OFFICE SUPPLIES	1192-4230200		303.25	
							1,947.02
MEG & ASSOCIATES LLC	250767	10/21/15	EVENT PLANNING	1203-4341999	33094	1,000.00	
							1,000.00

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ERIC MEHL	250768	10/21/15	REFUNDS AWARDS & INDEMITY	1082-4358400		90.00	
							90.00
MENARDS - FISHERS	250769	10/21/15	OTHER EXPENSES	651-5023990		561.70	
MENARDS - FISHERS	250769	10/21/15	OTHER EXPENSES	651-5023990		444.19	
MENARDS - FISHERS	250769	10/21/15	OTHER EXPENSES	651-5023990		242.34	
							1,248.23
MENARDS, INC	250770	10/21/15	OTHER MISCELLANOUS	1110-4239099		32.35	
MENARDS, INC	250770	10/21/15	OTHER MISCELLANOUS	1110-4239099		40.71	
MENARDS, INC	250770	10/21/15	BUILDING REPAIRS & MAINT	1192-4350100		31.49	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	1120-4237000		37.98	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	1120-4237000		177.82	
MENARDS, INC	250770	10/21/15	STREET LIGHT REPAIRS	2201-4350080		3.64	
MENARDS, INC	250770	10/21/15	STREET LIGHT REPAIRS	2201-4350080		142.04	
MENARDS, INC	250770	10/21/15	OTHER MAINT SUPPLIES	2201-4238900		19.59	
MENARDS, INC	250770	10/21/15	SMALL TOOLS & MINOR EQUIP	2201-4238000		19.97	
MENARDS, INC	250770	10/21/15	SMALL TOOLS & MINOR EQUIP	2201-4238000		15.96	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	2201-4237000		49.99	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	2201-4237000		19.33	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	2201-4237000		49.99	
MENARDS, INC	250770	10/21/15	REPAIR PARTS	2201-4237000		39.98	
MENARDS, INC	250770	10/21/15	OTHER EXPENSES	601-5023990		104.64	
MENARDS, INC	250770	10/21/15	OTHER EXPENSES	601-5023990		29.94	
MENARDS, INC	250770	10/21/15	BUILDING REPAIRS & MAINT	911-4350100		87.59	
MENARDS, INC	250770	10/21/15	BUILDING REPAIRS & MAINT	911-4350100		129.64	
MENARDS, INC	250770	10/21/15	OTHER EXPENSES	601-5023990		71.76	
							1,104.41
MID STATE TRUCK EQUIP COR	250771	10/21/15	AUTO REPAIR & MAINTENANCE	2200-4351000		665.00	
MID STATE TRUCK EQUIP COR	250771	10/21/15	OTHER CONT SERVICES	2200-4350900		505.00	
MID STATE TRUCK EQUIP COR	250771	10/21/15	AUTO REPAIR & MAINTENANCE	2200-4351000		429.42	
MID STATE TRUCK EQUIP COR	250771	10/21/15	OTHER CONT SERVICES	2200-4350900		75.58	
							1,675.00
MID-AMERICA ELEVATOR INC	250772	10/21/15	EQUIPMENT MAINT CONTRACTS	1110-4351501		187.52	
MID-AMERICA ELEVATOR INC	250772	10/21/15	EQUIPMENT MAINT CONTRACTS	1205-4351501		374.99	
							562.51
MIDWEST CONSTRUCTORS	250773	10/21/15	PARCEL 7C-4 & 7C-9	902-R4460807	31784	41,881.70	
MIDWEST CONSTRUCTORS	250773	10/21/15	PARCEL 7C-4 & 7C-9	902-R4460807	31784	40,254.26	
							82,135.96
MOBILE MINI INC	250774	10/21/15	OTHER RENTAL & LEASES	1094-4353099		498.81	
MOBILE MINI INC	250774	10/21/15	OTHER RENTAL & LEASES	1094-4353099		498.31	
							997.12
JOHN R. MOLITOR	250775	10/21/15	LEGAL SERVICES	1192-R4340000	32189	3,500.00	
							3,500.00
MOTOROLA SOLUTIONS INC	250776	10/21/15	USB DASH SPEAKER	1115-4238000	33119	381.60	
							381.60
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	1,083.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	3,456.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	2,240.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	830.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	2,325.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	590.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	1,311.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	688.56	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	1,306.44	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	2,068.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	512.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	484.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	1,881.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	1,057.92	

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MR. B'S LAWN MAINTENANCE	250778	10/21/15	PAKRS LAWN MOWING	1125-4350400	38272	3,876.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	CHEMICAL TREATMENTS	1125-4350400	38271	653.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	CHEMICAL TREATMENTS	1125-4350400	38271	1,319.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	CHEMICAL TREATMENTS	1125-4350400	38271	401.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	GROUNDS MAINTENANCE	110-4350400		855.48	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	GROUNDS MAINTENANCE	110-4350400		1,385.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	CORRECTION	1125-4350400		-540.00	
MR. B'S LAWN MAINTENANCE	250778	10/21/15	CORRECTION	110-4350400		540.00	
							28,322.40
BRADY MYERS	250779	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
NATIONAL BASKETBALL ACADE	250780	10/21/15	ADULT CONTRACTORS	1096-4340800		2,134.79	
NATIONAL BASKETBALL ACADE	250780	10/21/15	ADULT CONTRACTORS	1096-4340800		2,492.19	
							4,626.98
NATIONAL NOTARY ASSOCIATI	250781	10/21/15	OTHER EXPENSES	601-5023990		221.00	
							221.00
NELSON ALARM COMPANY	250782	10/21/15	EQUIPMENT MAINT CONTRACTS	1110-4351501		300.00	
							300.00
NETECH CORPORATION	250783	10/21/15	ACCESS CONTROL SYSTEM	106-5023990	38201	4,978.55	
NETECH CORPORATION	250783	10/21/15	INFO SYS MAINT/CONTRACTS	1091-4341955		10,907.47	
							15,886.02
NEW DEAL DEICING	250784	10/21/15	SALT & CALCIUM	2201-4236500		9,490.00	
							9,490.00
NEXT STEP REALTY	250785	10/21/15	RENT PAYMENTS	102-4352500		2,000.00	
							2,000.00
NORRIS CHOPLIN & SCHROEDE	250786	10/21/15	LEGAL FEES	902-4340000		2,772.24	
							2,772.24
NORTH CENTRAL CO-OP	250787	10/21/15	BOTTLED GAS	1120-4231100		534.04	
NORTH CENTRAL CO-OP	250787	10/21/15	GASOLINE	1207-4231400		449.79	
NORTH CENTRAL CO-OP	250787	10/21/15	DIESEL FUEL	1207-4231300		1,278.39	
NORTH CENTRAL CO-OP	250787	10/21/15	GARAGE & MOTOR SUPPIES	2201-4232100		1,094.50	
NORTH CENTRAL CO-OP	250787	10/21/15	DIESEL FUEL	2201-4231300		499.87	
							3,856.59
NORTHSIDE TRAILER INC.	250788	10/21/15	REPAIR PARTS	2201-4237000		159.52	
							159.52
OAK SECURITY GROUP, LLC	250789	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		469.56	
OAK SECURITY GROUP, LLC	250789	10/21/15	REPAIR PARTS	1125-4237000		22.97	
							492.53
OBERER'S FLOWERS	250790	10/21/15	PROMOTIONAL FUNDS	1160-4355100		85.95	
OBERER'S FLOWERS	250790	10/21/15	PROMOTIONAL FUNDS	1160-4355100		116.90	
							202.85
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	209-4230200		349.98	
OFFICE DEPOT INC	250791	10/21/15	OTHER EXPENSES	651-5023990		34.66	
OFFICE DEPOT INC	250791	10/21/15	795392665001	651-5023990		86.10	
OFFICE DEPOT INC	250791	10/21/15	OTHER EXPENSES	651-5023990		51.55	
OFFICE DEPOT INC	250791	10/21/15	OTHER EXPENSES	651-5023990		395.19	
OFFICE DEPOT INC	250791	10/21/15	OTHER EXPENSES	601-5023990		9.99	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1192-4230200		43.04	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1192-4230200		28.85	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1192-4230200		75.17	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1192-4230200		39.27	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1110-4230200		62.85	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1110-4230200		50.28	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1120-4230200		3.37	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1120-4230200		84.65	
OFFICE DEPOT INC	250791	10/21/15	OFFICE SUPPLIES	1120-4230200		10.30	
							1,325.25
OFFICE PRIDE	250792	10/21/15	CLEANING SERVICES	2201-4350600		779.40	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
OFFICE PRIDE	250792	10/21/15	OTHER CONT SERVICES	1206-4350900		70.00	
							849.40
OLD TOWN ON THE MONON	250793	10/21/15	GARAGE RENTAL	1203-4359003	32710	375.00	
							375.00
OLYMPIC PRODUCTS CO INC	250794	10/21/15	OTHER MISCELLANOUS	1115-4239099		139.15	
							139.15
OMNI CENTRE FOR PUBLIC ME	250795	10/21/15	VIDEO	1203-4341970	32613	95.83	
OMNI CENTRE FOR PUBLIC ME	250795	10/21/15	VIDEO	1203-4341970	32613	48.75	
OMNI CENTRE FOR PUBLIC ME	250795	10/21/15	VIDEO	1203-4341970	32613	598.50	
OMNI CENTRE FOR PUBLIC ME	250795	10/21/15	VIDEO	1203-4341970	32613	240.00	
							983.08
ON RAMP INDIANA INC	250796	10/21/15	INFO SYS MAINT/CONTRACTS	1081-4341955		252.00	
ON RAMP INDIANA INC	250796	10/21/15	INFO SYS MAINT/CONTRACTS	1091-4341955		714.00	
							966.00
ONEZONE	250797	10/21/15	ORGANIZATION & MEMBER DUE	1091-4355300		40.00	
ONEZONE	250797	10/21/15	ECONOMIC DEVELOPMENT	1203-4359300		525.00	
ONEZONE	250797	10/21/15	ECONOMIC DEVELOPMENT	1203-4359300		40.00	
ONEZONE	250797	10/21/15	OTHER EXPENSES	601-5023990		25.00	
ONEZONE	250797	10/21/15	OTHER EXPENSES	651-5023990		25.00	
							655.00
P & P GOLF CAR LLC	250798	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		310.00	
							310.00
P F M CAR & TRUCK CARE CE	250799	10/21/15	REPAIR PARTS	1125-4237000		128.90	
							128.90
PANEL CRAFT PAINT & BODY	250800	10/21/15	OTHER EXPENSES	651-5023990		1,241.60	
							1,241.60
PANERA BREAD	250801	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		33.83	
							33.83
PARKSIDE ANIMAL HOSPITAL	250802	10/21/15	ANIMAL SERVICES	1110-4357600		10.99	
PARKSIDE ANIMAL HOSPITAL	250802	10/21/15	ANIMAL SERVICES	1110-4357600		100.27	
PARKSIDE ANIMAL HOSPITAL	250802	10/21/15	ANIMAL SERVICES	1110-4357600		-73.11	
PARKSIDE ANIMAL HOSPITAL	250802	10/21/15	ANIMAL SERVICES	1110-4357600		96.82	
							134.97
PARTY TIME RENTAL INC	250803	10/21/15	FESTIVAL/COMMUNITY EVENTS	1203-4359003		4,078.47	
							4,078.47
ROBERT PATTERSON	250804	10/21/15	RENT PAYMENTS	102-4352500		1,500.00	
							1,500.00
PAYCOR, INC	250805	10/21/15	OTHER PROFESSIONAL FEES	1125-4341999		151.34	
PAYCOR, INC	250805	10/21/15	OTHER PROFESSIONAL FEES	1081-4341999		616.06	
PAYCOR, INC	250805	10/21/15	OTHER PROFESSIONAL FEES	1091-4341999		942.40	
							1,709.80
PEARSON WHOLESALE PARTS	250806	10/21/15	OTHER EXPENSES	601-5023990		30.46	
							30.46
PENHALL COMPANY	250807	10/21/15	OTHER EXPENSES	651-5023990		876.00	
							876.00
PENN CARE INC.	250808	10/21/15	SPECIAL DEPT SUPPLIES	102-4239011		1,429.65	
							1,429.65
PETTY CASH - BROOKSHIRE G	250809	10/21/15	OFFICE SUPPLIES	1207-4230200		9.79	
PETTY CASH - BROOKSHIRE G	250809	10/21/15	FOOD & BEVERAGES	1207-4239040		6.99	
PETTY CASH - BROOKSHIRE G	250809	10/21/15	FOOD & BEVERAGES	1207-4239040		75.94	
							92.72
PETTY CASH	250810	10/21/15	PROMOTIONAL FUNDS	1160-4355100		26.47	
							26.47
PICKETT & ASSOCIATES	250811	10/21/15	MARKETING & PROMOTIONS	1091-4341991		2,885.62	
PICKETT & ASSOCIATES	250811	10/21/15	MARKETING & PROMOTIONS	1081-4341991		320.63	
							3,206.25
PICNIC FURNITURE	250812	10/21/15	DOG POT STATION	1125-4463600	39118	689.90	
							689.90

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
PINPOINT SERVICE, LLC	250813	10/21/15	OTHER CONT SERVICES	2201-4350900		114.50	
							114.50
PITNEY BOWES INC.	250814	10/21/15	POSTAGE METER	1701-4353003		410.00	
PITNEY BOWES INC.	250814	10/21/15	OTHER EXPENSES	651-5023990		192.00	
PITNEY BOWES INC.	250814	10/21/15	OTHER EXPENSES	601-5023990		192.00	
PITNEY BOWES INC.	250814	10/21/15	POSTAGE METER	1120-4353003		52.00	
							846.00
PLYMATE	250815	10/21/15	OTHER RENTAL & LEASES	1110-4353099		34.71	
PLYMATE	250815	10/21/15	CLEANING SERVICES	1205-4350600		237.35	
PLYMATE	250815	10/21/15	OTHER EXPENSES	651-5023990		208.62	
PLYMATE	250815	10/21/15	OTHER EXPENSES	651-5023990		86.49	
PLYMATE	250815	10/21/15	OTHER EXPENSES	651-5023990		208.62	
							775.79
BRIAN POINDEXTER	250816	10/21/15	ISBA ANNUAL MEETING	1301-4357004		180.00	
BRIAN POINDEXTER	250816	10/21/15	MILEAGE	1301-4343002		143.50	
BRIAN POINDEXTER	250816	10/21/15	HOTEL	1301-4343002		316.40	
							639.90
POWER D M S SUITE	250817	10/21/15	SUBSCRIPTION	1110-4351501	33200	5,318.92	
							5,318.92
PROS CONSULTING, LLC	250818	10/21/15	INFO SYS MAINT/CONTRACTS	1091-4341955		10,000.00	
							10,000.00
QUALIFICATION TARGETS INC	250819	10/21/15	FIREARMS	1110-4467003		172.00	
							172.00
R & R PRODUCTS INC	250820	10/21/15	GROUNDS MAINTENANCE	1207-4350400		80.36	
							80.36
R & T TIRE & AUTO - NOBLE	250821	10/21/15	TIRES	1110-4232000	33160	1,320.24	
							1,320.24
RAY MARKETING	250822	10/21/15	MARKETING & PROMOTIONS	1081-4341991		1,060.32	
RAY MARKETING	250822	10/21/15	STATIONARY & PRNTD MATERL	1081-4230100		607.00	
RAY MARKETING	250822	10/21/15	STAFF CLOTHING	1125-4356004		14.00	
RAY MARKETING	250822	10/21/15	STAFF CLOTHING	1081-4356004		67.62	
RAY MARKETING	250822	10/21/15	STAFF CLOTHING	1091-4356004		151.57	
							1,900.51
READINGROCK	250823	10/21/15	CEMENT	2201-4236200		1,167.70	
							1,167.70
READY REFRESH BY NESTLE	250824	10/21/15	05I0120095351	1125-4350900		88.15	
READY REFRESH BY NESTLE	250824	10/21/15	05I0121202766	1091-4350900		61.42	
READY REFRESH BY NESTLE	250824	10/21/15	15I7220327048	1701-4239099		18.21	
READY REFRESH BY NESTLE	250824	10/21/15	05I0120048525	2200-4239099		38.69	
READY REFRESH BY NESTLE	250824	10/21/15	15I0117821082	2201-4238900		41.24	
READY REFRESH BY NESTLE	250824	10/21/15	05I0121975593	1801-4350900		50.46	
READY REFRESH BY NESTLE	250824	10/21/15	05I0121776199	1205-4239099		11.43	
							309.60
RED WING SHOE STORES INC	250825	10/21/15	OTHER EXPENSES	601-5023990		150.00	
							150.00
REDLEE/SCS INC	250826	10/21/15	OTHER CONT SERVICES	1206-4350900		1,500.00	
							1,500.00
JASON REECER	250827	10/21/15	EXTERNAL TRAINING TRAVEL	1120-4343002		72.15	
							72.15
RELYCO SALES INC	250828	10/21/15	OFFICE SUPPLIES	1701-4230200		792.10	
							792.10
REYNOLDS FARM EQUIPMENT	250829	10/21/15	EQUIPMENT REPAIRS & MAINT	1207-4350000		300.18	
							300.18
RICOH AMERICAS CORPORATIO	250830	10/21/15	COPIER	506-4353004		181.42	
							181.42
RIMAGE CORPORATION	250831	10/21/15	EVEREST WHITE	1110-4230200	33173	443.30	
RIMAGE CORPORATION	250831	10/21/15	SUPPLIES	1110-4230200	33161	-177.32	
RIMAGE CORPORATION	250831	10/21/15	SUPPLIES	1110-4230200	33161	635.84	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
							901.82
ANDREW ROBERTS	250832	10/21/15	CARMEL ON CANVAS	854-4359026		75.00	
							75.00
ROBERT'S DISTRIBUTORS, IN	250833	10/21/15	FILM DEVELOPMENT	1110-4341901		15.84	
							15.84
RUNYON EQUIPMENT RENTAL	250834	10/21/15	OTHER RENTAL & LEASES	2201-4353099		605.00	
RUNYON EQUIPMENT RENTAL	250834	10/21/15	BOTTLED GAS	2201-4231100		48.36	
RUNYON EQUIPMENT RENTAL	250834	10/21/15	BOTTLED GAS	2201-4231100		48.35	
RUNYON EQUIPMENT RENTAL	250834	10/21/15	OTHER EXPENSES	651-5023990		48.36	
RUNYON EQUIPMENT RENTAL	250834	10/21/15	GENERAL PROGRAM SUPPLIES	1096-4239039		126.50	
RUNYON EQUIPMENT RENTAL	250834	10/21/15	BUILDING REPAIRS & MAINT	911-4350100		22.00	
							898.57
DAVID RUTTI	250835	10/21/15	EXTERNAL TRAINING FEES	1192-4357002		30.00	
							30.00
S & S CRAFTS WORLDWIDE IN	250836	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		41.42	
S & S CRAFTS WORLDWIDE IN	250836	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		149.80	
S & S CRAFTS WORLDWIDE IN	250836	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		157.47	
							348.69
SAFE SITTER INC	250837	10/21/15	GENERAL PROGRAM SUPPLIES	1096-4239039		59.00	
							59.00
SAGAMORE READY MIX LLC	250838	10/21/15	CEMENT	2201-4236200		505.50	
SAGAMORE READY MIX LLC	250838	10/21/15	CEMENT	2201-4236200		569.75	
SAGAMORE READY MIX LLC	250838	10/21/15	CEMENT	2201-4236200		1,802.25	
SAGAMORE READY MIX LLC	250838	10/21/15	CEMENT	2201-4236200		899.50	
SAGAMORE READY MIX LLC	250838	10/21/15	CEMENT	2201-4236200		328.50	
							4,105.50
SALSBERY BROTHERS LANDSCA	250839	10/21/15	LANDSCAPING CONTRACT	1125-4350400	38301	400.00	
							400.00
CATHERINE SCHOENHERR	250840	10/21/15	TRAVEL PER DIEMS	1192-4343004		125.00	
CATHERINE SCHOENHERR	250840	10/21/15	TRAVEL PER DIEMS	1192-4343004		143.64	
							268.64
SCOTT POOLS, INC	250841	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		96.33	
							96.33
SENSORY TECHNOLOGIES	250842	10/21/15	SERVICE AGREEMENT	1110-4351501	33176	2,160.00	
SENSORY TECHNOLOGIES	250842	10/21/15	FD PORTION EOC	1120-4350900	24739	2,160.00	
							4,320.00
SENTINEL EMERGENCY SOLUTI	250843	10/21/15	SAFETY ACCESSORIES	1120-4356003		951.43	
							951.43
SERVICE FIRST CLEANING, I	250844	10/21/15	CLEANING SERVICES	1110-4350600		2,447.50	
SERVICE FIRST CLEANING, I	250844	10/21/15	CLEANING SERVICES	1205-4350600		559.00	
							3,006.50
SERVICE PIPE & SUPPLY INC	250845	10/21/15	OTHER EXPENSES	601-5023990		207.27	
SERVICE PIPE & SUPPLY INC	250845	10/21/15	OTHER EXPENSES	651-5023990		380.16	
							587.43
SHELBY MATERIALS	250846	10/21/15	SAND	1207-4236100		1,455.36	
							1,455.36
SHERWIN WILLIAMS INC	250847	10/21/15	PAINT	2201-4236400		-147.24	
SHERWIN WILLIAMS INC	250847	10/21/15	PAINT	2201-4236400		196.32	
							49.08
SIGN A RAMA	250848	10/21/15	FESTIVAL/COMMUNITY EVENTS	1203-4359003		30.00	
							30.00
SIMON AND COMPANY INC	250849	10/21/15	OTHER EXPENSES	651-5023990		1,177.26	
SIMON AND COMPANY INC	250849	10/21/15	OTHER EXPENSES	601-5023990		1,177.27	
SIMON AND COMPANY INC	250849	10/21/15	LOBBYING SERVICE	1160-4340400	32615	941.77	
							3,296.30
SODEXO INC & AFFLIATES	250850	10/21/15	TRAINING SEMINARS	210-4357000		397.50	
							397.50
SOUTHEASTERN EQUIPMENT CO	250851	10/21/15	OTHER EXPENSES	651-5023990		712.00	

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							712.00
SOUTHEASTERN SECURITY CON	250852	10/21/15	CRIMIINAL BACKGROUND CHEC	1125-4341990		92.50	
SOUTHEASTERN SECURITY CON	250852	10/21/15	CRIMIINAL BACKGROUND CHEC	1081-4341990		222.00	
SOUTHEASTERN SECURITY CON	250852	10/21/15	CRIMIINAL BACKGROUND CHEC	1091-4341990		240.50	
SOUTHEASTERN SECURITY CON	250852	10/21/15	CRIMIINAL BACKGROUND CHEC	1091-4341990		277.50	
							832.50
SPECTRUM JANITORIAL SUPPL	250853	10/21/15	OTHER MISCELLANOUS	1110-4239099		275.26	
							275.26
SPORT GRAPHICS INC	250854	10/21/15	PRINTING (NOT OFFICE SUP)	1091-4345000		259.00	
							259.00
ST VINCENT HOSPITAL	250855	10/21/15	SPECIAL DEPT SUPPLIES	102-4239011		378.02	
							378.02
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1701-4230200		171.74	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1081-4230200		7.39	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1081-4230200		9.29	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1091-4230200		81.29	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1125-4230200		19.16	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1125-4230200		68.81	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	GENERAL PROGRAM SUPPLIES	1081-4239039		298.53	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	OFFICE SUPPLIES	1091-4230200		198.29	
STAPLES BUSINESS ADVANTAG	250856	10/21/15	IGITION MESH	1110-4463000	33035	321.00	
							1,175.50
STATE OF INDIANA LESO PRO	250857	10/21/15	ORGANIZATION & MEMBER DUE	1110-4355300		280.00	
							280.00
SUNBELT RENTALS	250858	10/21/15	FESTIVAL/COMMUNITY EVENTS	1203-4359003		1,706.82	
							1,706.82
SUNSHINE MEDICAL	250859	10/21/15	SAFETY SUPPLIES	1110-4239012		186.95	
							186.95
SUTTON-GARTEN	250860	10/21/15	OTHER EXPENSES	651-5023990		105.60	
							105.60
SYSCO FOOD SERVICES	250861	10/21/15	FOOD & BEVERAGES	1207-4239040		636.18	
							636.18
T B A WAREHOUSE	250862	10/21/15	REPAIR PARTS	1110-4237000		97.14	
							97.14
TC PROPERTY	250863	10/21/15	OTHER EXPENSES	651-5023990		92.25	
							92.25
T3 MOTION, INC	250864	10/21/15	POSTAGE	1110-4342100		11.67	
T3 MOTION, INC	250864	10/21/15	DRIVE MOTOR	1110-4237000	33043	511.07	
							522.74
TASER INTERNATIONAL	250865	10/21/15	BATTERY PK	1110-4239010	33168	432.46	
							432.46
JOSH TAYLOR	250866	10/21/15	PRO TEM JUDGE FEES	1301-4341951		25.00	
							25.00
TERESA HINNARD	250867	10/21/15	OTHER EXPENSES	101-5023990		100.00	
							100.00
TERMINIX PROCESSING CENTE	250868	10/21/15	BUILDING REPAIRS & MAINT	1207-4350100		110.00	
							110.00
TESTAMERICA LABORATORIES,	250869	10/21/15	OTHER EXPENSES	651-5023990		119.70	
							119.70
TEXON II TOWEL AND SUPPLY	250870	10/21/15	LINENS & BLANKETS	1096-4239001		1,105.50	
							1,105.50
THE TIMES	250871	10/21/15	PUBLICATION OF LEGAL ADS	1801-4345500		332.57	
THE TIMES	250871	10/21/15	PUBLICATION OF LEGAL ADS	2201-4345500		21.51	
THE TIMES	250871	10/21/15	PUBLICATION OF LEGAL ADS	2201-4345500		38.47	
THE TIMES	250871	10/21/15	OTHER EXPENSES	651-5023990		28.13	
THE TIMES	250871	10/21/15	PUBLICATION OF LEGAL ADS	1192-4345500		21.51	
							442.19
THOMSON REUTERS-WEST	250872	10/21/15	SPECIAL INVESTIGATION FEE	1110-4358200		197.00	

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THOMSON REUTERS-WEST	250872	10/21/15	SPECIAL INVESTIGATION FEE	911-4358200		197.00	
							394.00
TIFFANY LAWN & GARDEN	250873	10/21/15	LANDSCAPING SUPPLIES	2201-4239034		45.00	
							45.00
TIFFANY PHOTOGRAPHY STUDI	250874	10/21/15	OTHER CONT SERVICES	1120-4350900		567.00	
							567.00
TOSHIBA FINANCIAL SERVICE	250875	10/21/15	COPIER	1160-4353004	33075	372.95	
							372.95
TOTAL BALANCE INC	250876	10/21/15	BUILDING REPAIRS & MAINT	1093-4350100		735.00	
							735.00
TRACTOR SUPPLY CO	250877	10/21/15	6035-3012-0334-1654	601-5023990		99.96	
							99.96
TRAFFIC SIGN, INC	250878	10/21/15	POSTS & HARDWARE	2201-4239032		200.00	
							200.00
TRAVELERS	250879	10/21/15	GENERAL INSURANCE	1205-4347500		612.00	
TRAVELERS	250879	10/21/15	GENERAL INSURANCE	1205-4347500		1,331.10	
TRAVELERS	250879	10/21/15	GENERAL INSURANCE	1205-4347500		-1,718.88	
TRAVELERS	250879	10/21/15	GENERAL INSURANCE	1205-4347500		4,373.83	
							4,598.05
TREASURER OF STATE	250880	10/21/15	TRAINING SEMINARS	210-4357000		300.00	
							300.00
TRUCK SERVICE INC	250881	10/21/15	AUTO REPAIR & MAINTENANCE	2201-4351000		644.13	
							644.13
TURNSTILE MEDIA GROUP	250882	10/21/15	ECONOMIC DEVELOPMENT	1203-4359300		3,000.00	
							3,000.00
UPS	250883	10/21/15	POSTAGE	1115-4342100		11.28	
UPS	250883	10/21/15	OTHER EXPENSES	601-5023990		38.04	
							49.32
SOWMYA UDAYAN	250884	10/21/15	LIBRARY REF MATERIALS	102-4469000		85.11	
							85.11
ASHLEY ULBRICHT	250885	10/21/15	TRAVEL PER DIEMS	1180-4343004		79.35	
ASHLEY ULBRICHT	250885	10/21/15	EXTERNAL TRAINING TRAVEL	1180-4343002		1,933.01	
							2,012.36
UNITED AIRLINES	250886	10/21/15	TRAVEL FEES & EXPENSES	1192-4343001		275.80	
							275.80
UNITED CONSULTING	250887	10/21/15	LPA CONTRACT-111TH & PENN	900-R4462864	25302	5,238.42	
							5,238.42
UTILITY SUPPLY CO INC.	250888	10/21/15	OTHER EXPENSES	604-5023990		14,237.18	
							14,237.18
VAISALA	250889	10/21/15	PAVEMENT SENSORS	2201-4238000	32561	1,458.15	
							1,458.15
SHANE VANNATTER	250890	10/21/15	TRAINING SEMINARS	210-4357000		130.00	
							130.00
VAN'S ELECTRICAL SYSTEMS	250891	10/21/15	REPAIR PARTS	1120-4237000		96.23	
							96.23
VICTORY SUN INC	250892	10/21/15	EVENT PLANNING AD&D	1203-4359003	32716	8,117.50	
							8,117.50
VICTORY TROPHY SHOPPE	250893	10/21/15	OTHER EXPENSES	651-5023990		664.00	
							664.00
W A JONES TRUCK BODIES &	250894	10/21/15	OTHER RENTAL & LEASES	2201-4353099		2,220.00	
							2,220.00
WALLACK SOMERS & HAAS PC	250895	10/21/15	TUESDAY MORNING	902-4460849		508.75	
WALLACK SOMERS & HAAS PC	250895	10/21/15	LEGAL FEES	902-4340000		243.25	
WALLACK SOMERS & HAAS PC	250895	10/21/15	LEGAL FEES	902-4340000		9,625.75	
WALLACK SOMERS & HAAS PC	250895	10/21/15	LEGAL FEES	902-4340000		261.00	
WALLACK SOMERS & HAAS PC	250895	10/21/15	LEGAL FEES	902-4340000		1,689.75	
WALLACK SOMERS & HAAS PC	250895	10/21/15	RETAIL SITE #5	902-4460805		9,753.75	
WALLACK SOMERS & HAAS PC	250895	10/21/15	PERFORMING ARTS CENTER	902-4460807		104.25	

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WALLACK SOMERS & HAAS PC	250895	10/21/15	PERFORMING ARTS CENTER	902-4460807		169.50	
WALLACK SOMERS & HAAS PC	250895	10/21/15	SHAPIRO'S	902-4460810		239.00	
WALLACK SOMERS & HAAS PC	250895	10/21/15	PELTON	902-4460816		174.00	
							22,769.00
REBECCA WENTWORTH	250896	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		150.00	
							150.00
WHITE'S ACE HARDWARE	250897	10/21/15	2875679	911-4350100		52.38	
							52.38
WHITE'S ACE HARDWARE	250898	10/21/15	BUILDING REPAIRS & MAINT	1207-4350100		23.73	
							23.73
WHITE'S ACE HARDWARE	250899	10/21/15	OTHER MISCELLANOUS	1192-4239099		22.93	
							22.93
WHITE'S ACE HARDWARE	250900	10/21/15	ARTS DISTRICT FESTIVALS	854-4359025		79.94	
							79.94
WHITE'S ACE HARDWARE	250901	10/21/15	REPAIR PARTS	1120-4237000		89.17	
							89.17
WHITE'S ACE HARDWARE	250902	10/21/15	OTHER MAINT SUPPLIES	1205-4238900		68.34	
							68.34
WHITE'S ACE HARDWARE	250903	10/21/15	OTHER EXPENSES	601-5023990		12.48	
WHITE'S ACE HARDWARE	250903	10/21/15	OTHER EXPENSES	651-5023990		12.50	
							24.98
WHITE'S ACE HARDWARE	250904	10/21/15	2882212	1115-4237000		16.98	
WHITE'S ACE HARDWARE	250904	10/21/15	2882212	1115-4239099		.12	
WHITE'S ACE HARDWARE	250904	10/21/15	2882271	1115-4239099		3.90	
WHITE'S ACE HARDWARE	250904	10/21/15	2282802	1202-4230200		7.99	
WHITE'S ACE HARDWARE	250904	10/21/15	2284861	1115-4238900		5.99	
WHITE'S ACE HARDWARE	250904	10/21/15	2885588	1115-4239099		27.45	
							62.43
WHITE'S ACE HARDWARE	250905	10/21/15	BUILDING MATERIAL	1125-4235000		4.99	
WHITE'S ACE HARDWARE	250905	10/21/15	REPAIR PARTS	1125-4237000		44.38	
WHITE'S ACE HARDWARE	250905	10/21/15	SMALL TOOLS & MINOR EQUIP	1125-4238000		77.53	
WHITE'S ACE HARDWARE	250905	10/21/15	OTHER MAINT SUPPLIES	1125-4238900		162.24	
WHITE'S ACE HARDWARE	250905	10/21/15	POSTS & HARDWARE	1125-4239032		13.50	
WHITE'S ACE HARDWARE	250905	10/21/15	BUILDING MATERIAL	1093-4235000		28.65	
WHITE'S ACE HARDWARE	250905	10/21/15	EQUIPMENT REPAIRS & MAINT	1093-4350000		61.60	
WHITE'S ACE HARDWARE	250905	10/21/15	OTHER MAINT SUPPLIES	1094-4238900		50.06	
							442.95
WILDFLOWER MEADOWS, LLC	250906	10/21/15	OTHER MAINT SUPPLIES	1125-4238900		591.00	
							591.00
WNA SERVICES CO	250907	10/21/15	MARKETING & PROMOTIONS	1091-4341991		645.80	
							645.80
WORKSPACE SOLUTIONS	250908	10/21/15	FURNITURE & FIXTURES	2200-4463000		465.31	
							465.31
WORLDPOINT ECC	250909	10/21/15	INTERNAL TRAINING FEES	102-4357001		380.00	
							380.00
WORRELL CORPORATION	250910	10/21/15	OTHER EXPENSES	651-5023990		3,029.28	
WORRELL CORPORATION	250910	10/21/15	OTHER EXPENSES	601-5023990		3,029.28	
							6,058.56
ISABELLA WULUR	250911	10/21/15	REFUND	1096-4358400		35.00	
							35.00
XEROX CORP	250912	10/21/15	CONT SVS-OTHER	651-5023990		274.77	
XEROX CORP	250912	10/21/15	COPIER	1180-R4353004	32363	414.84	
XEROX CORP	250912	10/21/15	COPIER LEASE	209-R4353004	31621	190.30	
							879.91
XYLEM INC	250913	10/21/15	OTHER EXPENSES	651-5023990		559.50	
							559.50
Y M C A	250914	10/21/15	OTHER EXPENSES	301-5023990		212.40	
							212.40

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
ZEE MEDICAL, INC.	250915	10/21/15	OTHER EXPENSES	651-5023990		51.90	
ZEE MEDICAL, INC.	250915	10/21/15	SAFETY ACCESSORIES	2201-4356003		175.55	
ZEE MEDICAL, INC.	250915	10/21/15	OTHER EXPENSES	601-5023990		127.15	
							354.60
ZOGICS LLC	250916	10/21/15	OTHER MAINT SUPPLIES	1096-4238900		1,439.40	
							1,439.40
DUKE ENERGY	250917	10/22/15	51803816011	2201-4348000		511.59	
							511.59
CINTAS CORPORATION #018	250918	10/22/15	UNIFORMS	1207-4356001		18.35	
CINTAS CORPORATION #018	250918	10/22/15	UNIFORMS	1207-4356001		95.95	
CINTAS CORPORATION #018	250918	10/22/15	UNIFORMS	1207-4356001		18.35	
CINTAS CORPORATION #018	250918	10/22/15	LAUNDRY SERVICE	2201-4356501		493.03	
CINTAS CORPORATION #018	250918	10/22/15	LAUNDRY SERVICE	2201-4356501		633.50	
CINTAS CORPORATION #018	250918	10/22/15	LAUNDRY SERVICE	1110-4356501		101.79	
CINTAS CORPORATION #018	250918	10/22/15	LAUNDRY SERVICE	1110-4356501		101.79	
CINTAS CORPORATION #018	250918	10/22/15	OTHER MAINT SUPPLIES	1093-4238900		506.10	
CINTAS CORPORATION #018	250918	10/22/15	OTHER MAINT SUPPLIES	1093-4238900		383.10	
							2,351.96
DUNCAN APPLIANCE SERVICE	250919	10/22/15	OTHER CONT SERVICES	2201-4350900		263.49	
DUNCAN APPLIANCE SERVICE	250919	10/22/15	OTHER CONT SERVICES	1120-4350900		138.31	
							401.80
EUROFINS EATON ANALYTICAL	250920	10/22/15	OTHER EXPENSES	601-5023990		835.00	
							835.00
EWING'S, LLC	250921	10/22/15	SAFETY PLANNER	1110-4230100	33177	755.00	
EWING'S, LLC	250921	10/22/15	SAFETY PLANNER	1110-4230200	33177	755.00	
							1,510.00
GAMETIME	250922	10/22/15	EXPRESSION SWING FOR WEST	1125-4463600	39008	1,197.75	
							1,197.75
HOBBY LOBBY STORES	250923	10/22/15	ARTS DISTRICT FESTIVALS	854-4359025		341.91	
							341.91
HOBBY LOBBY STORES	250924	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		116.26	
HOBBY LOBBY STORES	250924	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		29.30	
							145.56
INTL ASSOC FOR IDENTIFICA	250925	10/22/15	ORGANIZATION & MEMBER DUE	1110-4355300		80.00	
INTL ASSOC FOR IDENTIFICA	250925	10/22/15	ORGANIZATION & MEMBER DUE	1110-4355300		80.00	
							160.00
KIRBY RISK CORPORATION	250926	10/22/15	LANDSCAPING SUPPLIES	2201-4239034		226.92	
KIRBY RISK CORPORATION	250926	10/22/15	LANDSCAPING SUPPLIES	2201-4239034		139.39	
KIRBY RISK CORPORATION	250926	10/22/15	LANDSCAPING SUPPLIES	2201-4239034		317.73	
KIRBY RISK CORPORATION	250926	10/22/15	OTHER EXPENSES	651-5023990		2,125.00	
KIRBY RISK CORPORATION	250926	10/22/15	OTHER EXPENSES	651-5023990		354.36	
KIRBY RISK CORPORATION	250926	10/22/15	OTHER EXPENSES	651-5023990		22.14	
							3,185.54
KROGER CO	250927	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		258.03	
KROGER CO	250927	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		73.98	
KROGER CO	250927	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		60.34	
KROGER CO	250927	10/22/15	OFFICE SUPPLIES	1081-4230200		17.47	
KROGER CO	250927	10/22/15	GENERAL PROGRAM SUPPLIES	1081-4239039		46.49	
KROGER CO	250927	10/22/15	OFFICE SUPPLIES	1091-4230200		17.75	
							474.06
A T & T	250928	10/28/15	31781517630544	1091-4344000		221.23	
A T & T	250928	10/28/15	317816030801593	1125-4344000		308.37	
							529.60
CARMEL UTILITIES	250929	10/28/15	0792648000	2201-4348500		29.90	
CARMEL UTILITIES	250929	10/28/15	1032414800	2201-4348500		20.34	
CARMEL UTILITIES	250929	10/28/15	1102158301	2201-4348500		616.69	
CARMEL UTILITIES	250929	10/28/15	1022323900	2201-4348500		289.24	
							956.17

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	250930	10/28/15	95703663010	2201-4348000	29.52	
DUKE ENERGY	250930	10/28/15	35703705012	2201-4348000	19.14	
DUKE ENERGY	250930	10/28/15	22803816011	2201-4348000	144.39	
DUKE ENERGY	250930	10/28/15	98803769010	2201-4348000	29.40	
DUKE ENERGY	250930	10/28/15	15903701010	2201-4348000	13.22	
DUKE ENERGY	250930	10/28/15	30103704010	2201-4348000	44.03	
						279.70
DUKE ENERGY	250931	10/28/15	36003667019	601-5023990	71,193.10	
						71,193.10
MID AMERICA BEVERAGE INC	250932	10/28/15	FOOD & BEVERAGES	1207-4239040	142.30	
						142.30
VECTREN ENERGY	250933	10/28/15	026003856835455200	601-5023990	85.37	
VECTREN ENERGY	250933	10/28/15	026003856835121869	601-5023990	17.68	
VECTREN ENERGY	250933	10/28/15	026003856835697440	601-5023990	123.75	
						226.80
VERIZON WIRELESS	250934	10/28/15	885691434-00001	1207-4344100	92.06	
						92.06
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:365 MCC SNR/YT	101-2367	9.23	
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:368 MCC SENIOR	101-2367	12.92	
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:367 MCC COMBO	101-2367	18.46	
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:364 MCC ADULTS	101-2367	228.96	
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:361 MCC ADULT	101-2367	386.37	
CARMEL CLAY PARKS-MONON C	250935	10/28/15	DED:366 MCC HHLD	101-2367	1,312.56	
						1,968.50
CHAPTER 13 TRUSTEE	250936	10/28/15	DED:162 CPTR 13 GA	101-2377	626.08	
						626.08
CHIEF SWAILS EDUCATION FU	250937	10/28/15	DED:363 SWAILS EDU	101-2375	233.00	
						233.00
CITY OF CARMEL	250938	10/28/15	DED:359 UNION DUES	101-2342	56.39	
CITY OF CARMEL	250938	10/28/15	DED:358 UNION DUES	101-2342	4,265.80	
						4,322.19
CITY OF CARMEL	250939	10/28/15	DED:357 FOP DUES	101-2343	2,200.00	
						2,200.00
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T29 HAMLTN CTY	101-2355	9,826.80	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T49 MARION CTY	101-2355	2,121.43	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T80 TIPTON CTY	101-2355	393.54	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T30 HANCK CTY	101-2355	487.61	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T48 MADISN CTY	101-2355	729.64	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T27 GRANT CTY	101-2355	59.66	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T34 HOWARD CTY	101-2355	97.40	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T32 HENDRCK CY	101-2355	103.97	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T12 CLINTON CY	101-2355	104.72	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T06 BOONE CTY	101-2355	286.98	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T84 VIGO CTY	101-2355	22.47	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T33 HENRY CTY	101-2355	31.04	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T18 DELWRE CTY	101-2355	43.75	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T52 MIAMI CTY	101-2355	50.40	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T68 RANDLPH CY	101-2355	50.43	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T02 ALLEN CTY	101-2355	16.86	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*T41 JOHNSN CTY	101-2355	17.98	
CITY OF CARMEL - PAYROLL	250940	10/28/15	DED:*SIN STATE TAX	101-2355	45,356.07	
						59,800.75
CITY OF CARMEL-CHILD SUPP	250941	10/28/15	DED:107 SUPPORT	101-2303	172.22	
CITY OF CARMEL-CHILD SUPP	250941	10/28/15	DED:102 SUPPORT	101-2303	722.08	
CITY OF CARMEL-CHILD SUPP	250941	10/28/15	DED:101 SUPPORT	101-2303	4,432.26	
						5,326.56
CITY OF CARMEL-ONE AMERIC	250942	10/28/15	DED:316 ROTH AUL	101-2387	5,914.26	
CITY OF CARMEL-ONE AMERIC	250942	10/28/15	DED:314 AUL-1408	101-2387	20,546.12	

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CITY OF CARMEL-ONE AMERIC	250942	10/28/15	DED:315 AUL 1408	101-2387	1,324.88	
CITY OF CARMEL-ONE AMERIC	250942	10/28/15	DED:313 ONEAMERICA	101-2387	148,622.90	
						176,408.16
CITY OF CARMEL-PAYROLL AC	250943	10/28/15	DED:*FT FED TAXES	101-2350	161,059.55	
CITY OF CARMEL-PAYROLL AC	250943	10/28/15	DED:*FI FICA TAXES	101-2350	128,106.00	
CITY OF CARMEL-PAYROLL AC	250943	10/28/15	DED:*FM MED TAXES	101-2350	40,224.98	
CITY OF CARMEL-PAYROLL AC	250943	10/28/15	DED:*FT FED TAXES	101-2353	11,329.61	
						340,720.14
CITY OF CARMEL-SUPPORTING	250944	10/28/15	DED:362 SPTNG HERO	101-2369	571.80	
						571.80
CITY OF CARMEL-UNIFORM FI	250945	10/28/15	DED:219 PEN OVR 32	101-2317	3,129.96	
CITY OF CARMEL-UNIFORM FI	250945	10/28/15	DED:217 PENSION	101-2317	99,258.64	
						102,388.60
CITY OF CARMEL-UNIFORM PO	250946	10/28/15	DED:215 PENSION	101-2388	74,857.20	
CITY OF CARMEL-UNIFORM PO	250946	10/28/15	DED:213 OVR 32	101-2388	1,043.28	
						75,900.48
CLERK OF HAMILTON CIRCUIT	250947	10/28/15	DED:112 GARNISHMEN	101-2321	330.05	
						330.05
HENDRICKS COUNTY CLERK	250948	10/28/15	DED:114 HENRX GARN	101-2356	637.50	
						637.50
CITY OF CARMEL	250949	10/28/15	DED:290 HSA IN EE	101-2325	1,938.72	
CITY OF CARMEL	250949	10/28/15	DED:293 EMP HSA	101-2325	33,442.51	
CITY OF CARMEL	250949	10/28/15	DED:292 HSA IN FAM	101-2325	6,578.37	
CITY OF CARMEL	250949	10/28/15	DED:291 HSA IN S/C	101-2325	2,200.06	
						44,159.66
JOHN M HAUBER TRUSTEE	250950	10/28/15	DED:113 JMH GARN	101-2366	185.00	
						185.00
OHIO CHILD SUPPORT PAYMEN	250951	10/28/15	DED:110 CHILD SUP	101-2316	189.05	
						189.05
PERF - CIVILIAN	250952	10/28/15	DED:200 PERF-EMPLE	101-2315	18,779.33	
PERF - CIVILIAN	250952	10/28/15	DED:201 PERF-EMPLR	101-2315	69,671.55	
						88,450.88
POLICE & FIRE INSURANCE	250953	10/28/15	DED:353 P&F INS	101-2337	1,861.24	
						1,861.24
ROBERT A BROTHERS	250954	10/28/15	DED:199 GARN	101-2308	506.77	
ROBERT A BROTHERS	250954	10/28/15	DED:171 GARN	101-2384	185.00	
						691.77
UNUM LIFE INSURANCE CO OF	250955	10/28/15	DED:203 LTD	101-2347	3,474.20	
UNUM LIFE INSURANCE CO OF	250955	10/28/15	DED:206 AD&D/LIFE	101-2347	2,467.67	
						5,941.87
UNUM LIFE INSURANCE CO OF	250956	10/28/15	DED:202 STD	101-2348	2,648.24	
UNUM LIFE INSURANCE CO OF	250956	10/28/15	DED:205 LIFE INS.	101-2348	1,961.00	
UNUM LIFE INSURANCE CO OF	250956	10/28/15	DED:204 LIFE INS.	101-2348	18.50	
						4,627.74

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
				TOTAL HAND WRITTEN CHECKS		-21,638.08
				TOTAL COMPUTER-WRITTEN CHECKS		3,152,554.00
	TOTAL WRITTEN CHECKS		3,130,915.92			

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

_____
CLERK TREASURER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 28 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 3,130,915.92 DATED THIS _____ DAY OF _____, _____
PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF ____ AYES AND ____ NAYS.

_____
PRESIDING OFFICER

_____
COUNCIL PRESIDENT

_____

_____

_____

_____

_____

_____

ATTEST:

_____
CLERK-TREASURER

Total Gross RETIREES PAYROLL for checks dated 10 / 30 /2015 $ 90,607.67

I hereby certify that payroll amount listed above is true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Clerk-Treasurer

We have examined the foregoing payroll charges, consisting of one page(s), and except for payroll not allowed as shown in this register, such payroll in the total amount of $90,607.67 is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, _____ 2015

Acknowledged by the Common Council of the City of Carmel, Indiana.

Presiding officer

Council President

CARMEL REDEVELOPMENT COMMISSION

CITY COUNCIL NOVEMBER, 2015 REPORT

REPORTING ON SEPTEMBER 2015 FINANCES

OCTOBER 2015 ACTIVITIES

Carmel Redevelopment Commission

STRATEGIC HIGHLIGHTS

- FVB Energy presented at the October CRC meeting to report on the feasibility of a District Energy System in Midtown. The final report will be posted on the CRC website once received.
- Anderson Birkla is pursuing approvals for a new Allocation Area and Economic Development Bonds from the CRC and City Council. Resolutions are included on the 11/2/15 Council agenda. The developer is seeking final approvals by year-end.
- CRC staff is continuing to facilitate development conversations and negotiations with Old Town Development for Midtown developments.

FINANCIAL HIGHLIGHTS

The following highlights represent unrestricted funds available to the CRC to work its mission. Total savings at month-end were $5,092,674. Savings are considered restricted and are in addition to the ending balance noted below.

September Beginning Balance	$ 4,167,559
September Revenues	$ 209,410
September Expenditures	$ 498,528
September Ending Balance	$ 3,878,441

FUNCTIONAL HIGHLIGHTS

- CRC staff, the CRC Treasurer, and Clerk Treasurer (CT) staff did not meet in October. Original records transferred to and/or documents shared with CT office for record-keeping:

DATE	DOCUMENT	METHOD
N/A	None	N/A

LOOKING AHEAD

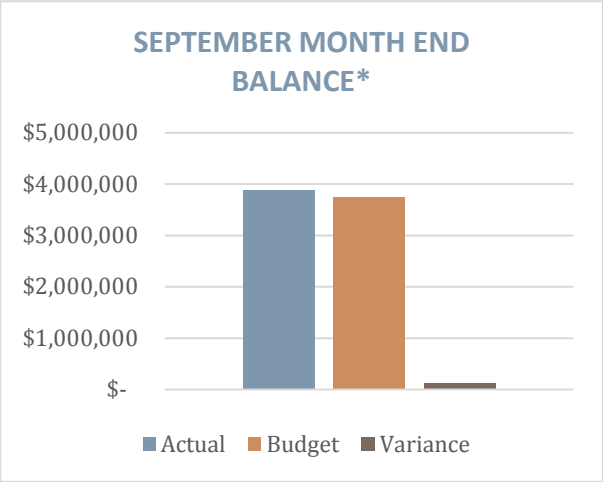
- Agreements with Anderson Birkla regarding the Party Time site development have been filed with Council. All agreements and project design will seek Council input and approval this year.
- Midtown development discussions are underway. A TIF request is expected in winter 2015/2016.

/FINANCIAL STATEMENT

Financial Statement

SEPTEMBER MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds *	$ 3,878,441
Ending Balance with Restricted Funds	$ 8,971,115



SUMMARY OF CASH

For the Month Ending September 30, 2015

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 9/1/15			
1101 Cash	$4,167,559.26	$4,167,559.26	$-
1110 TIF	-	-	-
Total Cash	$4,167,559.26	$4,167,559.26	$-
Receipts			
1101 Cash	$209,410.42	$173,602.78	$35,807.64
1110 TIF	-	-	-
Developer Payments			-
Transfer to SRF		-	-
Total Receipts	$209,410.42	$173,602.78	$35,807.64
Disbursements			
1101 Cash	$498,528.39	$585,776.54	$87,248.15
1110 TIF	-	-	-
Total Disbursements	$498,528.39	$585,776.54	$87,248.15
1101 Cash	$3,878,441.29	$3,755,385.50	$123,055.79
1110 TIF	-	-	-
Cash Balance 9/30/15	$3,878,441.29	$3,755,385.50	$123,055.79
Total Usable Funds	$3,878,441.29	$3,755,385.50	$123,055.79

/FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of September 30, 2015

Restricted Funds	
Energy Center Reserve	$502,300
Civic Rent Reserve	802,732
Supplemental Reserve Fund	3,787,641
Sub-total:	5,092,674
Unrestricted Funds	
TIF	0
Non TIF	3,878,441
Sub-total:	3,878,441
Total Funds	*$8,971,115*
Outstanding Receivables	
Reimbursement of Project Blue invoices (1)	13,955
Total Outstanding Receivables	*$13,955*

(1) Amounts due are the professional service invoices paid to date by the CRC in regards to the potential development as per the established Reimbursement Agreement.

STATEMENT OF CHANGES IN EQUITY

MONTH END: SEPTEMBER 2015

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	$-	
Total Receipts (Non-TIF):	$209,410	
Expenditures (TIF)		$-
Expenditures (Non-TIF)		$498,528

FINANCIAL UPDATE

Financial Update

TIF REVENUE AND DEBT

Projected TIF revenue available for CRC use and reserve transfers is $19,031,010.

$2,112,397 is projected to be transferred to reserves.
Net Developer Pass-Thru TIF Revenue forecast is $17,076,430. Developer Pass-Thru paid in July was $691,723.

Bond debt payments were made in June and July and will be made December. Below are the projected payments;

MONTH	TIF TOTAL	COIT TOTAL
June/July 2015 (Actual)	$9,056,949	$479,711
December 2015	$ 9,054,864	$479,532

GOING CONCERN

With construction projects underway, we are coordinating closely with contractors to minimize unforeseen change orders.

TAKEAWAYS

- Month-end balance is positive.
- The Palladium dome construction project is 100% complete and paid out.

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: Downtown EDA 1

Project Summary: see below

Use: Mixed-Use

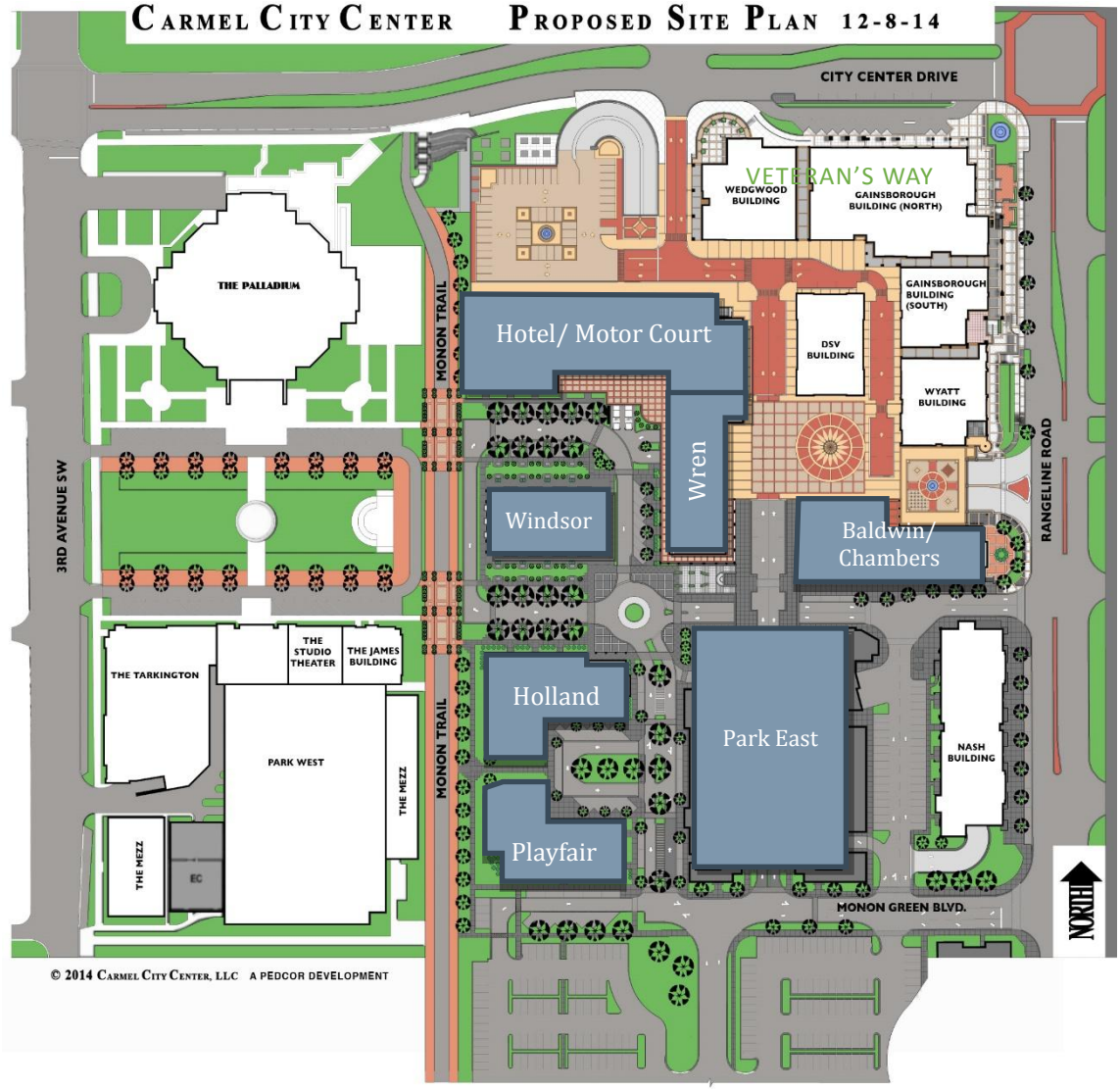


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

Phase 1 – complete

1) Apartments –Current occupancy is at 87%.
2) Retail – Currently, Pedcor leases 95% of the total 79,570 in LSF. Beauty & Grace is open. If you know of retailers that would be great to have here, please contact Melissa Averitt at 705-7982.

Nash Building - complete

1) Apartments – 50% of the 30 apartments are leased.
2) Retail – approximately 70% of the 9,338 sf of commercial space has been leased. Graeter's Ice Cream is open.

Phase 2

1) Project Status – *(noted below.)*

   City Center site improvement construction drawings are 95% complete. The team is anticipating issuing the documents and having them publicly bid by year-end.

PROJECT	USE	PROJECT DATES	DESIGN RENDERINGS PROVIDED BY PEDCOR
Garage Park East	A four-story parking structure with no less than 620 parking spaces, which will include up to approximately 28,000 square feet of commercial retail/office space. *CRC Public Bid project. RFQ/RFP are posted on CRC website. The Technical Review Committee received 3 responses to the RFQ and will be asking all three to respond to an RFP.*	Design/Build 2015-2016 Completion Q1/2 2017	
Baldwin/ Chambers	A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial retail/office space. Pedcor is currently working with four commercial businesses who will occupy approximately 14,000 sf of the commercial space. *Construction drawings are 99% complete.*	Start: Spring 2015 Completion Q4 2017	
Holland	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial retail/office space. *Design Development is complete.*	Start: Fall 2015 Completion Q4 2017	
Playfair	A five story building, of approximately 63,000 square feet, which will include luxury apartments and commercial	Start: Fall 2015 Completion	

	retail/office space. *Design Development is complete.*	Q4 2017	
Garage Retail	See Garage East note above. *Design has not started.*	Start: Fall 2015 Completion Q4 2017	
Pedcor Office 5	A two story building, of approximately 20,000 square feet, which will include office space. *Design Development is underway.*	Start: Fall 2015 Completion Q4 2017	
Kent	A three story building, of approximately 111,000 square feet of luxury apartments. *Schematic Design is underway.*	Start: Fall 2015 Completion Q4 2017	
Wren	A seven story building, of approximately 88,000 square feet, which will include luxury apartments and commercial office/retail space. *Design has not started.*	Start: Fall 2016 Completion Q4 2018	
Windsor	A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial office/retail space.	Start: Fall 2017 Completion Q4 2019	*Design has not started.*
Eastern Motor Court Site	A building, of approximately 76,000 to 91,000 square feet, which will include luxury apartments and commercial office/retail space designed so that in the future it could be in whole, or in part, converted to hotel rooms and/or hotel amenities.	Start: Fall 2017 Completion Q4 2019	*Design has not started.*
Hotel	A four story hotel, of approximately 44,000 square feet, which will include parking.	Start: TBD	*Design has not started.*

2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None at this time.		

3) CRC Commitments

An overview of commitments have been uploaded to the CRC website.

Most significantly, the CRC commits to publicly bid a four-story parking garage with not less than 620 parking spaces. The CRC also commits to coordinate any significant site plan changes requested by Pedcor with City Council.

MEZZ 42

1) Developer Partner: Anderson Birkla
2) Allocation Area: Downtown EDA 1
3) Project Summary: see www.mezz42.com

   Use: Primary Residential. 42 residential units with 8,500 square feet of office.

   Total project budget: $8-9 million

   Secured Tenants: Survival Fitness, attorney office, and Anderson Birkla headquarters

Figure 2 Image provided by Anderson Birkla

4) Anticipated Project Schedule

Project complete	2015

5) Construction Milestones
   i. Buildings are in final close-out.
   ii. Work will be 100% complete by mid-November
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None at this time		

7) CRC Commitments

Provide parking spaces on 3rd Ave and streetscape on the west and south side of the building and relocate street utilities. Site Improvements, Monon Connection path, Small pocket park (by developer)

a. Original Budgets- not including construction change orders.

Site Construction	$67,021 (3rd Ave)	Invoices are expected to be paid starting Aug 2015. Calumet Civil Contractors.
Utility Relocation	$250,000	Invoices are expected to be paid when the poles are removed.
Site Construction	$242,979 (site work)	Invoices are expected to be paid 2015. Midwest Constructors.

b. Design Consultant: American Structurepoint

c. Construction Contractors: Calumet Civil Contractors/ Duke Energy/ Midwest Constructors

d. CRC Commitment Schedule

Design % Complete	100%
Construction Start Date	September 2014
Anticipated Project Completion	Calumet is complete. Midwest is 95% complete. Duke has poles remaining on-site.

SOPHIA SQUARE PUBLIC PLAZA

1) Developer Partner(s): Carmel Lofts/ Keystone
2) Project Summary: Create a multi-purpose civic plaza serving residents and merchants of Sophia Square, City of Carmel festival goers, visitors of the Arts and Design District, and individuals/organizations that would reserve the space for special events.

   Total project budget: unconfirmed
3) Anticipated Project Schedule

Design	2015
Construction	2016

4) Design Consultant: Context Landscape Architecture
5) Construction Milestones : n/a
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None.		

PROJECT UPDATES

PALLADIUM LANDSCAPING

1) Project Summary: In 2011, the CRC purchased limestone for the Palladium site with the intent to complete the landscape package. The project will include the installation of the existing limestone, site work, and landscape/lighting/irrigation on the south and west sides of the Palladium. Shiel Sexton is providing construction management for this project under an existing contract.
2) Total Project Budget: $1,363,350

Engineering Contract	$23,200
Construction Contract with JBM Construction	$1,243,000

3) Anticipated Project Schedule

Design	Complete
Construction Complete	2016

4) Construction Milestones :
   - SE Quad: limestone has been set.
   - SW Quad: limestone installation is set
   - NW Quad: limestone installation is in progress.
5) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None at this time		

PALLADIUM DOME

1) Design Engineer: McComas Engineering
2) Contractor: Ben Hur
3) Project Summary: Engineer and repair eight connections on a truss in the Palladium Dome. These connections were indicated by Walter P. Moore as connections that needed to be addressed to improve the structural longevity and long-term integrity.
4) This project is complete and came in on budget.

PALLADIUM LANDSCAPE CONSTRUCTION PROGRESS

PROJECT UPDATES

PROSCENIUM (FORMER PARTY TIME SITE)

1) Developer Partner(s): Anderson Birkla
2) Economic Development Area: 126th Street
3) Project Summary: Mixed-use development, multiple buildings.

   Total project budget: unknown

4) Anticipated Project Schedule

TIF Request	2015
Design/Construction start	2016

5) Construction Milestones : n/a
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
Purchase Agreement	On 11/2/15 Agenda	Pending Council approval
Project Agreement	On 11/2/15 Agenda	Pending Council approval
Allocation Area	On 11/2/15 Agenda	Pending Council approval
Economic Development Bond Request	On 11/2/15 Agenda	Pending Council approval

7) CRC Commitments

   No commitments by the CRC have been made at this point in the negotiations.

PROJECT UPDATES

MIDTOWN

1) Developer Partner(s): Old Town Development/ Barrett & Stokely
2) Economic Development Area: Old Town
3) Project Summary: Mixed-use development, multiple buildings.

   Total project budget: unknown

   Secured Tenants: Merchants Bank, Miller Auto Care

4) Anticipated Project Schedule

TIF Request	2015
Design/Construction Start	Late 2015/2016

5) Construction Milestones : n/a
6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
None at this time		

7) CRC Commitments

   No commitments have been made at this point in the negotiations.

Respectfully submitted,

Corrie Meyer, AICP, RLA
Director
Carmel Redevelopment Commission/Department
October 23, 2015
Prepared for David Bowers and Bob Dalzell

-End Report-

Sponsor: Councilor Seidensticker

CARMEL, INDIANA

KENSINGTON GREEN

Planned Unit Development District

ORDINANCE NO. Z-605-15

November 2, 2015

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Project Description

Kensington Green
Planned Unit Development

Turtle Pond Partners, LLC ("Turtle Pond") is proposing the development of a residential subdivision to be known as "Kensington Green" on approximately 2 acres of real estate (the "Property"). The Property is located at the northeast corner of West Smokey Row Road and Rohrer Road, in the City of Carmel, Indiana. The Property is currently zoned R-1/Residential. The Property lies within the US 31 corridor overlay zone and is not located in a TIF District or in a special tax assessment district.

Kensington Green will consist of nine (9) lots and will be a pocket neighborhood with central greenspace and other design features producing a sustainable development incorporating Low Impact Design. The Kensington Green PUD will allow development of an upscale, well-designed single-family residential subdivision that is sensitive to the environment, maximizes natural vistas and sunlight and promotes recreation. Each home will be a maximum of 2 stories, with (i) an attached garage, and (ii) a porch that faces the central common area to enhance community.

Kensington Green, encompasses many of the goals, objective and vision of the area as described in the "Urban Residential" classification of the Carmel Clay Comprehensive Plan, Part 3, Land Classification Plan. The Property will establish housing opportunities for people who desire a new subdivision modeled after traditional neighborhood design. The PUD encompasses the land uses, intensity/density, structure features, structure orientation on site and development features outlined in an Urban Residential district. Kensington Green enhances and continues the essential character of Smokey Row Road, which begins at Gray Road on the east and continues west to US 31. Driving along that stretch of Smokey Row Road you take in the character of Carmel on a street under a tree-lined canopy that is almost exclusively residential. Kensington Green complements and maintains that character. The Property's proximity to the Monon Trail and other commercial and residential development contributes to Carmel's goals for a livable city.

The Property currently contains one (1) single-family dwelling on what is designated as Lot 4 on the Concept Plan. The existing dwelling will be renovated to incorporate and comply with all the design and architectural standards of the PUD. Conceptual plans and elevations for the existing dwelling are attached hereto as **Exhibit F**.

Sponsor: Eric Seidensticker

ORDINANCE Z-605-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF CARMEL, INDIANA
ESTABLISHING
KENSINGTON GREEN
PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, Section 31.6.4 of the Carmel/Clay Zoning Ordinance Z-289 (the "Zoning Ordinance"), provides for the establishment of a Planned Unit Development District in accordance with the requirements of I.C. § 36-7-4-1500 et seq. (the "PUD Statute"); and

WHEREAS, Turtle Pond Partners, LLC, an Indiana limited liability company ("Turtle Pond") submitted an application to the Carmel/Clay Plan Commission (the "Plan Commission") to adopt a PUD District Ordinance for certain real estate located in the City of Carmel, Hamilton County, Indiana, as legally described in **Exhibit A** attached hereto (the "Real Estate") and as shown on the Site Vicinity Aerial in **Exhibit B**, attached hereto; and

WHEREAS, Turtle Pond's application is consistent with the provisions of the Zoning Ordinance and the PUD Statute; and

WHEREAS, after proper notice, and pursuant to the provisions of the PUD Statute and the Zoning Ordinance, the Plan Commission conducted a public hearing concerning Turtle Pond's application for a PUD district ordinance on October 20 2015 at 6:00 p.m.; and

WHEREAS, the Plan Commission has given a favorable recommendation to this PUD district ordinance (the "Kensington Green Ordinance") which establishes Kensington Green Planned Unit Development District (the "Kensington Green District" or "District") with respect to the Real Estate.

NOW, THEREAFORE, BE IT ORDAINED by the common council of the City of Carmel, Indiana (the "Council"), that (i) pursuant to I.C. § 36-7-4-1500 et seq., it adopts the Kensington Green Ordinance, as an amendment to the Zone Map, (ii) all prior ordinances or parts thereof inconsistent with any

provision of this Kensington Green Ordinance and its exhibits are hereby inapplicable to the use and development of the Real Estate, (iii) all prior commitments and restrictions applicable to the Real Estate shall be null and void and replaced and superseded by this Kensington Green Ordinance, and (iv) this Kensington Green Ordinance shall be in full force and effect from and after its passage and signing

Section 1. Applicability of Ordinance.

Section 1.1. The Zone Map is hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the Kensington Green District.

Section 1.2. Development in the Kensington Green District shall be governed entirely by (i) the provisions of this Kensington Green Ordinance and its exhibits, and (ii) those provisions of the Zoning Ordinance specifically referenced in the Kensington Green Ordinance. In the event of a conflict or inconsistency between this Kensington Green Ordinance and the Zoning Ordinance and/or Subdivision Control Ordinance, the provisions of this Kensington Green Ordinance shall apply.

Section 1.3. Any capitalized term not defined in Section 2 or elsewhere in this Kensington Green Ordinance shall have the meaning as set forth in the Zoning Ordinance.

Section 1.4. All violations of this Kensington Green Ordinance shall be subject to Section 34.0 of the Zoning Ordinance.

Section 2. Definitions and Rules of Construction.

Section 2.1. General Rules of Construction. The following general rules of construction and definitions shall apply to the regulations of this Kensington Green Ordinance:

A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.

B. Words used in the present tense include the past and future tenses, and the future the present.

C. The word "shall" is a mandatory requirement. The word "may" is a permissive requirement.

D. If any definition or regulation is not contained in this Kensington Green Ordinance, the definitions or regulations in the Carmel Zoning Ordinance or the Carmel Subdivision Control Ordinance shall apply.

Section 2.2. Definitions. The following definition shall apply throughout this Kensington Green Ordinance:

Accessory Structure: A structure which is subordinate to a Dwelling or use located on the Real Estate and which is not used for permanent human occupancy.

Accessory Use: A use subordinate to the main use, located on the Real Estate or in the same Dwelling as the main use, and incidental to the main use.

Aggregate Side Yard: The sum of the widths of the two (2) side yards located on one (1) lot.

Architectural Standards: The Architectural Standards incorporated in Section 3.3 of this Kensington Green Ordinance.

Building: A structure having a roof supported by columns and walls for the shelter, support or a Dwelling.

BZA: The City's Board of Zoning Appeals.

City: The City of Carmel, Indiana.

Code: Indiana Residential Code (675 IAC 14) 2003 International Residential Code (5th printing) with Indiana Amendments (Effective April 15, 2012), as amended.

Commission: The Carmel Plan Commission.

Common Area: The common area in the Real Estate as identified on **Exhibit C** attached hereto and incorporated herein and designated as Common Area "A" and Common Area "B."

Controlling Developer: Shall mean Turtle Pond Partners, LLC until such time as Turtle Pond Partners, LLC transfers or assigns, in writing, its rights as Controlling Developer. Such rights may be transferred by the Controlling Developer, in its sole discretion, in whole or in part. To transfer all or any portion of its rights as Controlling Developer, Turtle Pond Partners, LLC may (i) name each individual owner of parcels within the Real Estate as Controlling Developer solely with respect to such parcels owned by each such individual owner, (ii) establish a committee of individual owners of the Real Estate within the Real Estate to act as a Controlling Developer with respect to such parcels owned by all such owners, or (iii) use either method described in (i) and (ii) above with respect to different portions of the Real Estate.

Council: The City Council of Carmel, Indiana.

Declaration(s) of Covenants: Declaration(s) of Covenants, Conditions and Restrictions applicable to the Real Estate, or any portion thereof, which shall be prepared and recorded by the Controlling Developer in the Office of the Recorder of Hamilton County, Indiana, and which may, from time to time, be amended.

Department: The Department of Community Services of the City of Carmel, Indiana.

Development Plan/Primary Plat: The Development Plan/Primary Plat ("DP/PP") attached hereto and incorporated herein as **Exhibit C,** which is the primary plat of the Real Estate.

Development Requirements: Development standards and any requirements specified in this Kensington Green Ordinance, or the Code, as it applies, which must be satisfied in connection with the approval of a Secondary Plat and Building Permits.

Director: Director, or Administrator, of the Department "Director" and "Administrator" shall include his/her authorized representatives.

Dwelling: A detached single family residence.

Front or Front Façade: For Lots 2, 4, 6 and 8, the part of the Lot or Dwelling that faces Smokey Row Road (that is facing South). For Lots 1, 3, 5, 7 and 9, the part of the Lot or Dwelling that faces Common Area "A" (that is facing South), as shown on the Concept Plan.

Front Loaded Garage: A garage in which the garage door is parallel both to the primary front façade of a Dwelling and to the street in front of the primary front façade of the Dwelling.

Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8. 9: The lots in the Real Estate as identified on **Exhibit C** attached hereto and incorporated herein.

Masonry: Brick, stone (either natural, manufactured, cultured or synthetic), or limestone.

Owners Association(s): Owners Association(s) established by the Declaration(s) of Covenants.

Primary Roof: The roof on a Dwelling which has the longest ridge line.

Real Estate: The Real Estate legally described in **Exhibit A**, and comprising 1.98 acres, more or less.

Rear or Rear Façade: the part of the Lot or Dwelling that is on the opposite side of the Lot or Dwelling from the Front or Front Façade as shown on the Concept Plan.

Rear Loaded Garage: A garage in which the garage door is parallel both to the rear and Rear Façade of a Dwelling.

Side Loaded Garage: A garage in which the garage door is perpendicular to the front façade of a Dwelling.

Sign: Any type of sign as further defined and regulated by this Kensington Green Ordinance and Section 25.07: Sign Ordinance, contained within the Zoning Ordinance.

Subdivision Control Ordinance: The City's Subdivision Control Ordinance, Ordinance Z-160, as amended.

Zone Map: The City's official Zone Map corresponding to the Zoning Ordinance.

Zoning Ordinance: The Zoning Ordinance, Ordinance Z-289, of the City of Carmel, Hamilton County, Indiana. Any capitalized term not defined in this PUD shall be defined in accordance with the Zoning Ordinance.

Section 3. Development and Architectural Standards.

Section 3.0 Building Code Compliance:

All work must conform to the current Indiana adopted International Residential Building Code, as amended. Any Development and Architectural Standards proposed herein that suggested a non-compliance to the Code shall be void.

Section 3.1. Permitted Primary Uses:

A. Single-family Dwellings.

B. Common Area.

C. There shall be no more than nine (9) Dwellings permitted within the Real Estate.

Section 3.2. Bulk/Building/Lot Requirements.

A. Minimum Lot Width at Building Line: Fifty-Two (52) feet

B. Minimum Lot Area: Three Thousand Eight Hundred Ninety-Four (3,894) square feet.

C. Minimum Lot Frontage at Street: For Lots 1, 3, 5, 7, and 9 – Zero (0) feet. For Lots 2, 4, 6 and 8 – Fifty-Seven (57) feet.

D. Minimum Front Yard Setback: For Lots 1, 3, 5, 7 and 9 -Five (5) feet. For Lots 2, 4, 6 and 8 – Fifteen (15) feet.

E. Minimum Side Yard Setback: Five (5) feet.

F. Minimum Rear Yard Setback: Five (5) feet.

G. Minimum Separation between Dwellings: Ten (10) feet.

H. Minimum Side Yard Aggregate: Ten (10) feet.

I. Maximum Lot Coverage: Sixty-five percent (65%).

J. Maximum Building Height of the Primary Roof: Thirty-five (35) feet.

K. Minimum Ground Floor Area of One-Story Dwelling (exclusive of porches, terraces, and garages): One Thousand Five Hundred (1,500) square feet.

L. Minimum Ground Floor Area of One and One-Half or Two Story Dwelling (exclusive of porches, terraces, and garages): One Thousand One Hundred (1,100) square feet.

Section 3.3. Architectural Standards.

A. Permitted Building Materials: On all four (4) facades of each Dwelling, Masonry, Wood, and Cementitious Board are permitted. Masonry may be used for the entire Dwelling. Only Masonry shall be used below the water table. (Please see section 3.3L. for minimum wainscot requirement.)

B. Required Window Openings (excluding garages): Per each full level, minimum of two (2) on the Front Façade, two (2) on the Rear Façade and one (1) on each side façade. Per each half level, minimum of one (1) on the Front Façade and one (1) on the Rear Façade. All windows shall be fully framed and trimmed. A double hung window shall count as one (1) window.

C. Garages: All Dwellings shall have a two-car attached garage. The fronts of the garages for Lots 2, 4, 6 and 8 shall be a

minimum of fifteen feet (15') offset from the Front Façade. The offset shall be offset away from the street and the Front Facade of the Dwelling. Garages for Lots 1, 3, 5, 7, and 9 shall all be Side Loaded Garages.

D. Chimneys: Chimneys shall be stone or brick. Chimneys must be two (2) feet above any adjoining roof line that is within ten (10) feet of the chimney, per Code. Direct vent gas fireplaces are not required to have chimneys. All chimneys shall have crickets.

E. Porch: Porches shall be constructed to measure at least six (6) feet deep using consistent materials/design with the Dwelling. Each Dwelling is required to have a porch that faces the Common Area "A." Lots 2, 4, 6 and 8 shall also each have a covered front porch entryway facing Smokey Row Road with minimum dimensions of six (6) feet by six (6) feet.

F. Roofline: The Primary Roof shall have a minimum 8/12 pitch. The Primary Roof shall have at least a twelve (12) inch overhang after installation of siding or an eight (8) inch overhang after installation of brick. Porch roofs, dormers and 1-story bump-out extensions may be less than the minimum requirement.

G. Fences: Fences shall be permitted and shall comply with Zoning Ordinance 25.02.01. Provided, however, any side or rear-yard fences shall also comply with requirements as listed in Zoning Ordinance 25.02.01. All fences shall be subject to prior approval of the Controlling Developer.

H. Air Conditioning Units: For Lots 2, 4, 6 and 8 air conditioning units shall be placed within either side yard. For Lots 1, 3, 5, 7 and 9 air conditioning units shall be placed in the Rear of the Lot.

I. Roof Ridgeline: A Dwelling shall have a minimum of two (2) ridgelines. Ridgelines shall only be considered if they are horizontal ridges which form the peak of a pitched area.

J. Corner Breaks: Each home shall have a minimum of three (3) corner breaks on the Front Façade and two (2) corner breaks on

the Rear Façade. The exterior corners of a covered porch, the outermost corners of the home, and a projection with a height of no less than six (6) feet shall count toward this requirement.

K. Foundations: Slabs, crawl spaces, Pier and Beam construction or basements shall be permitted in all Dwellings.

L. Masonry Requirements: On all four (4) sides of each Dwelling acceptable Masonry (as the term Masonry is defined in Section 2.2). The minimum water table height shall be twenty-four (24) inches.

M. Siding Requirements: On all four (4) sides of each Dwelling no aluminum siding shall be permitted. Acceptable siding materials shall be wood, LP siding, cement fiber board or similar composition siding materials.

N. Four Sided Architecture. All four (4) elevations of each Dwelling shall be of like materials and style, including, but not limited to, windows, window trim, window mullions, cornices, trims, and water tables.

Section 3.4. Driveways. All driveways shall be concrete, brick and/or concrete pavers except that driveways that exist on the Real Estate as of the date this Ordinance is approved shall be permitted to remain. Driveways shall be a minimum length of twenty (20) feet.

Section 3.5. Parking. A minimum of two (2) spaces per Dwelling unit are required, not including spaces in the garage. Each parking space must be a minimum of nine feet (9') by eighteen feet (18'). Parking Spaces within driveways shall count toward this requirement. Vehicles shall not be parked so as to encroach into any right-of-way or sidewalk. There shall be no parking on the North private drive and "No Parking" signs shall be installed and maintained on the North private drive.

Section 3.6. Mailboxes. The Kensington Green District shall have only one common mailbox for all Lots. The mailbox shall be located in either Common Area in a location determined by the Controlling Developer.

Section 3.7. Renewable Energy Sources. Renewable energy sources shall be permitted, including those renewable energy sources available now or in

the future, as approved by the Controlling Developer, subject to all other provisions of this PUD and the Zoning Ordinance.

Section 3.8. Accessory Structure. Detached Accessory Structures shall not be permitted

Section 4. **Common Area**. Common Area shall be in the areas identified on the DP/PP in **Exhibit C.**

Section 4.1. The intent of Common Area is to allow for a balance between natural areas and the built environment and to provide for the overall beautification of the District.

Section 4.2. A minimum of 0.26 acres (17%) of the District shall be allocated to Common Area.

Section 5. **Landscaping Requirements**. The landscaping in The Kensington Green District shall be specified in **Exhibit D** (the "Landscape Plan") and be subject to the remainder of this Section 5.

Section 5.1. General Landscaping Standards. Landscaping shall be integrated, where appropriate, with other functional and ornamental site design elements (e.g. hardscape materials, entryway monumentation, paths, sidewalks, fencing, or water features).

A. Landscaping should be designed with repetition, structured patterns, and complementary textures and colors. Alternate or pervious paving materials or alternative planting media is permitted where planting space is limited or where otherwise warranted by the site design.

B. All plantings to be used in accordance with any landscaping requirement of this Ordinance shall meet the following specifications:

(i) All trees, shrubs and ground covers shall be planted according to the American Standard for Nursery Stock (ANSI Z60.1) and following the standards, including planting details, provided by the City's Urban Forester. Landscaping materials shall be appropriate to local growing and climatic conditions.

(ii) Shade trees shall be a minimum of two and one half (2.5) inches caliper at planting.

(iii) Ornamental trees shall be a minimum of one and one half (1.5) inches caliper at planting.

(iv) Evergreen trees shall be a minimum height of six (6) feet at planting.

(v) Shrubs shall be a minimum height of eighteen (18) inches at planting.

C. All landscaping approved as part of a Primary Plat or Secondary Plat plan shall be installed, weather permitting, prior to issuance of a Certificate of Occupancy by the Department. If it is not possible to install the approved landscaping because of weather conditions, the property owner shall request a temporary Certificate of Occupancy prior to the issuance of the Final Certificate of Occupancy, which shall be conditioned upon a determined time to complete the installation of the uninstalled landscape material.

D. All landscaping approved as part of a DP/PP plan may not later be substantially altered, eliminated or sacrificed without first obtaining further Plan Commission approval. However, minor material alterations in landscaping may be approved by the Director or his designee in order to conform to specific site conditions.

E. It shall be the responsibility of the Controlling Developer, property owners and their agents to insure proper maintenance of all trees, shrubs and other landscaping required by this Ordinance. This is to include, but is not limited to, replacing dead plantings with identical varieties or a suitable substitute, mulching of planting areas, and keeping the area free of refuse, debris, rank vegetation and weeds.

Section 5.2. Perimeter Landscaping Adjacent to Public Right-of-Way.

A. Perimeter landscaping along the perimeter abutting rights-of-way shall be provided pursuant to this section. Perimeter landscaping planting quantities shall not be planted within the public right-of-way. Perimeter landscaping shall be as provided in section 5.2B. Landscaping within adjacent Common Areas may be used toward the bufferyard requirement.

B. All bufferyards shall be a minimum of five (5) feet wide. The minimum perimeter buffer width shall be five (5) feet around the entire perimeter of the Real Estate.

(i) The bufferyard along Smokey Row Road shall contain seven (7) shade or evergreen trees, three (3) ornamental trees and twenty-five (25) shrubs per one hundred (100) lineal feet.

(ii) The bufferyard along Rohrer Road shall contain three (3) shade or evergreen trees, two (2) ornamental trees and fifteen (15) shrubs per one hundred (100) lineal feet.

(iii) The bufferyard along the north property line shall contain three (3) shade or evergreen trees, two (2) ornamental trees and fifteen (15) shrubs per one hundred (100) lineal feet.

(iv) The bufferyard along the east property line shall contain three (3) shade or evergreen trees, two (2) ornamental trees and fifteen (15) shrubs per one hundred (100) lineal feet.

See the "Perimeter Bufferyard Requirements" on Exhibit "D" for details.

Section 5.3. Foundation and Lot Plantings.

A. Design Intent. Foundation and lot plantings are used to:

(i) soften the architectural lines of Buildings.

(ii) frame the primary views to Buildings and public spaces.

(iii) blend architectural designs with the landscape design.

Landscaping shall be designed to appropriately complement a Building's use, setback, height, and architectural features. Window boxes for flowers and planters on front stoops and sidewalks are encouraged in areas where landscaping cannot be installed at the foundation of a Building due to the Building's proximity to a sidewalk, path, street, right-of-way or easement.

B. Dwellings. The following planting requirements apply to all Dwellings:

(i) Lawns. Each home shall utilize either sod (with or without irrigation) or hydroseed with irrigation in all front yards to the front corners of the home. All side yards and rear yards must be seeded with straw at a minimum and no irrigation is required. Native plantings may be utilized in place of sod or hydroseed.

(ii) A full landscape plan shall be submitted with the Secondary Plat application. Each lot shall include a minimum of ten (10) shrubs along the foundation front and one (1) yard tree.

(iii) Any tree planted on a Lot shall be no closer than ten (10) feet from a building foundation.

Section 6. **Signage.** Signage shall meet the requirements of Article 25.07: Sign Ordinance contained within the Zoning Ordinance. A subdivision identification sign shall be located within a sign easement on Lot 2 as shown on the Development Plan/Primary Plat and shall be less than fifty (50) square feet.. Such easement may be within the bufferyard easement.

Section 7. Additional Requirements and Standards.

Section 7.1. Homeowners Association and Declaration of Covenants. Declarations of Covenant(s) shall be prepared by the Controlling Developer and recorded with the Recorder of Hamilton County, Indiana.

Section 7.2. Premises Identification. Premises identification shall meet the requirements of Article 25.14 of the Zoning Ordinance.

Section 7.3. Home Occupations. Home Occupations shall meet the requirements of Article 25.18 of the Zoning Ordinance.

Section 7.4. Right of Way Widths and Dedication.

(i) The half right-of-way width for Smokey Row Road is forty-five (45) feet.

(ii) The half right-of-way width for Rohrer Road is twenty-eight (28) feet.

(iii) The one-half right-of-way on both Smokey Row Road and Rohrer Road shall be dedicated to the City at the time of the Secondary Plat.

Section 7.5. Sidewalks/Multiuse Path. Sidewalks internal to the Kensington Green District shall be installed as shown on the DP/PP and shall be a minimum of five (5) feet wide and constructed of concrete or pavers. A ten (10) foot wide asphalt multiuse path shall be installed along Smokey Row Road as shown on the DP/PP. Sidewalks along Rohrer Road shall be a minimum of five (5) feet wide and constructed of concrete. The Sidewalks and Multiuse Path shall comply with the current standards for the City, except as provided above. Pavers shall not be used in any sidewalk within any right-of-way.

Section 7.6. Utilities. The utilities in the Kensington Green District shall be as specified in **Exhibit E** attached hereto.

Section 7.7. Conceptual Plans and Elevations. Conceptual plans and specifications for the existing Dwelling on Lot 4 are in **Exhibit F**

attached hereto. Conceptual plans and elevations for all other Lots are in **Exhibit G** attached hereto. Houses shall substantially comply with the concept images provided.

Section 7.8. Upgrade of Rohrer Road. Developer shall upgrade Rohrer Road as shown on **Exhibit E** and in compliance with the Carmel Engineering Department's requirements.

Section 8. Approval Process.

Section 8.1. Approval or Denial of the Development Plan Primary Plat/.

A. Development Plan/Primary Plat. The Development Plan/Primary Plat has been reviewed and approved by the Commission, and constitutes the approved Primary Plat and, as such, the Developer shall not be required to return to the Commission for Primary Plat approval.

B. Secondary Plat Approval. The Director shall have sole and exclusive authority to approve, with or without conditions, or to disapprove any Secondary Plat; provided, however, that the Director shall not unreasonably withhold or delay the Director's approval of a Secondary Plat that is in substantial conformance with the Development Plan/Primary Plat and is in conformance with the Development Requirements of this Kensington Green Ordinance. If the Director disapproves any Secondary Plat, the Director shall set forth in writing the basis for the disapproval and schedule the request for hearing before the Commission.

Section 8.2. Changes Requiring Council Approval. Changes that shall require amendment of this Kensington Green Ordinance through the standard rezone process include the following: (i) increases in density or intensity; (ii) changes in the proportion or allocation of land uses; (iii) changes in the list of approved uses; and (iv) changes in the location of uses.

Section 8.3. Modification of Development Requirements.

A. The Commission may, upon petition of the Controlling Developer, modify any requirements specified in this Kensington Green Ordinance.

B. Modification of the Development Requirements, requested by the Controlling Developer, may be approved by a hearing examiner or committee designated by the Commission, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of a hearing examiner or committee which denies any requested modification may be appealed by the party requesting approval to the Commission, also in accordance with the Commission's Rules of Procedure.

C. Any proposed modification of the Development Requirement shall comply with the following guidelines:

1. The modification shall be in harmony with the purpose and intent of this Kensington Green Ordinance.

2. The modification shall not have an adverse impact on the physical, visual, or spatial characteristics of The Kensington Green District.

3. The modification shall not have an adverse impact on the streetscape and neighborhood.

4. The modification shall not result in configurations of lots or street systems which shall be unreasonable or detract materially from the appearance of Kensington Green District.

5. The minimum lot size of any lot to be created shall not be reduced below the requirements of this Kensington Green Ordinance.

6. The modification shall not change any dimensional standard of the PUD by ten percent (10%) or more and shall comply with the process outlined in Chapter 31.06.04.12(c) of the Zoning Ordinance.

D. When applying the Development Requirements, the Commission shall carefully weigh the specific

circumstances surrounding the modification petition and strive for development solutions that promote the spirit, intent and purposes of this Kensington Green Ordinance.

E. If the Commission (acting through its hearing examiner or committee) determines that the proposed modification will not have an adverse impact on development in Kensington Green District, it shall grant a modification of the Development Requirements. In granting modifications, the Commission may impose such conditions as will, in its reasonable judgment, secure the objectives and purposes of The Kensington Green Ordinance.

F. Variance of Development Requirements: The BZA may authorize Variances from the terms of the Kensington Green Ordinance, subject to the procedure prescribed in Chapter 30 of the Zoning Ordinance.

Section 9. **Controlling Developer's Consent**. Without the written consent of the Controlling Developer, no other developer, user, owner, or tenant may obtain any permits or approvals, whatsoever, with respect to the Real Estate or any portion thereof and, as such, and by way of example but not by limitation, none of the following may be obtained without the approval and consent of the Controlling Developer:

A. Improvement Location Permits for any improvements within the Real Estate;

B. Sign permits for any signs within the Real Estate;

C. Secondary Plat approval for any part of the Real Estate; and

D. Any text amendments or other variations to the terms and conditions of this Kensington Green Ordinance.

Section 10. **Exhibits**. All of the **Exhibits A - G** on the following pages are attached to this Kensington Green Ordinance and are incorporated by reference into this Kensington Green Ordinance and are part of this Kensington Green Ordinance.

PASSED by the Common Council of City of Carmel, Indiana this ___ day of _____, 2015, by a vote of ___ ayes and ___ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 20___, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 20___, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

This Instrument prepared by: Clifford T. Rubenstein, Maurer Rifkin, P.C., 11550 N. Meridian Street, Suite 115, Carmel, IN 46032

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 18 North, Range 3 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 24, Township 18 North, Range 3 East; thence North on and along the West line of said Quarter Quarter Section 290.0 feet; thence East parallel with the South line of said Quarter Quarter Section 297 feet; thence South parallel with the West line of said Quarter Quarter Section 290.0 feet to the South line thereof; thence West on and along aforesaid South line 297 feet to the place of beginning, containing 1.98 acres, more or less

EXHIBIT B

EXHIBIT C

LAND DESCRIPTION PER SURVEY

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 3 EAST, IN CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE NORTH ON AND ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION 290.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 297 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 290.0 FEET TO THE SOUTH LINE THEREOF; THENCE WEST ON AND ALONG AFORESAID SOUTH LINE 297 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.98 ACRES, MORE OR LESS AND DESIGNATED AS TRACT 2A ON SURVEY

KENSINGTON GREEN

A PLANNED UNIT DEVELOPMENT

SMOKEY ROW ROAD & ROHRER ROAD

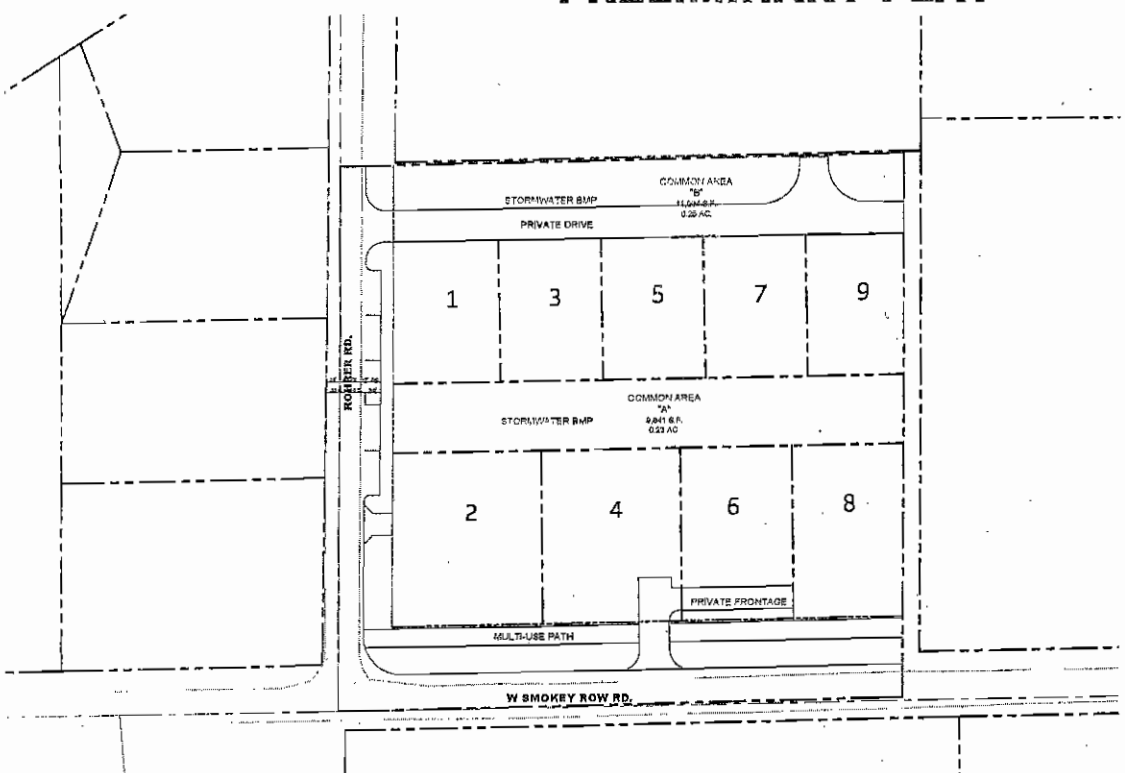
CARMEL, INDIANA

DATE OF SUBMISSION: 03/05/2015

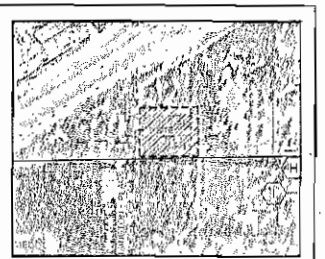
DATE OF SUBMISSION OF LATEST REVISION: 06/18/2015

DOCKET NO: 15030011 Z

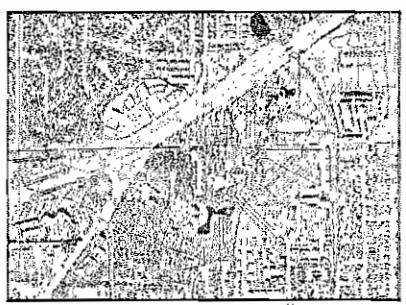
PRELIMINARY PLAT



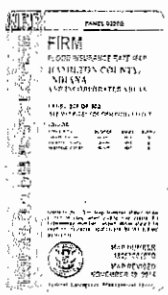
PROJECT LAYOUT MAP

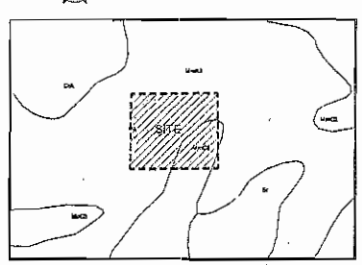


VICINITY MAP



FEMA MAP





SOILS MAP

PRIMARY PLAT INDEX	
1	TITLE SHEET
2	DEVELOPMENT PLAN / PRIMARY PLAT
3	UTILITY PLAN
4	LANDSCAPE PLAN

PROJECT DEVELOPER/OWNER:

TURTLE POND PARTNERS, LLC
410 NORTH RANGE LINE ROAD
CARMEL, INDIANA 46032
Ph: (317) 710-5223 Fax: (317) 848-9853

SUBDIVISION DESIGNER:

WILLIAMS CREEK CONSULTING, INC.
619 N. PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46204
Ph: (317) 423-0690 Fax: (317) 423-0696

SURVEYOR:

HAHN SURVEYING GROUP, INC.
2850 E. 96TH STREET
INDIANAPOLIS, INDIANA 46240
Ph: (317) 846-0840 Fax: (317) 846-4298

FLOOD NOTE:

THE SUBJECT PARCEL LIES ENTIRELY OUTSIDE OF A FLOOD HAZARD ZONE. FLOOD ZONE DETERMINATION IS AS SCALED FROM THE FLOOD INSURANCE MAP (FIRM) FOR HAMILTON COUNTY, INDIANA, COMMUNITY NAME OF CARMEL, COMMUNITY NUMBER 180081, MAP NUMBER 18057C0200D, PANEL NUMBER 207 OF 350, RETRIEVED FROM FEMA.GOV ON MARCH 20, 2015.

REFERENCE FIRM MAP #: 18057C0207G
EFFECTIVE DATE: NOVEMBER 19, 2014

NOTES:

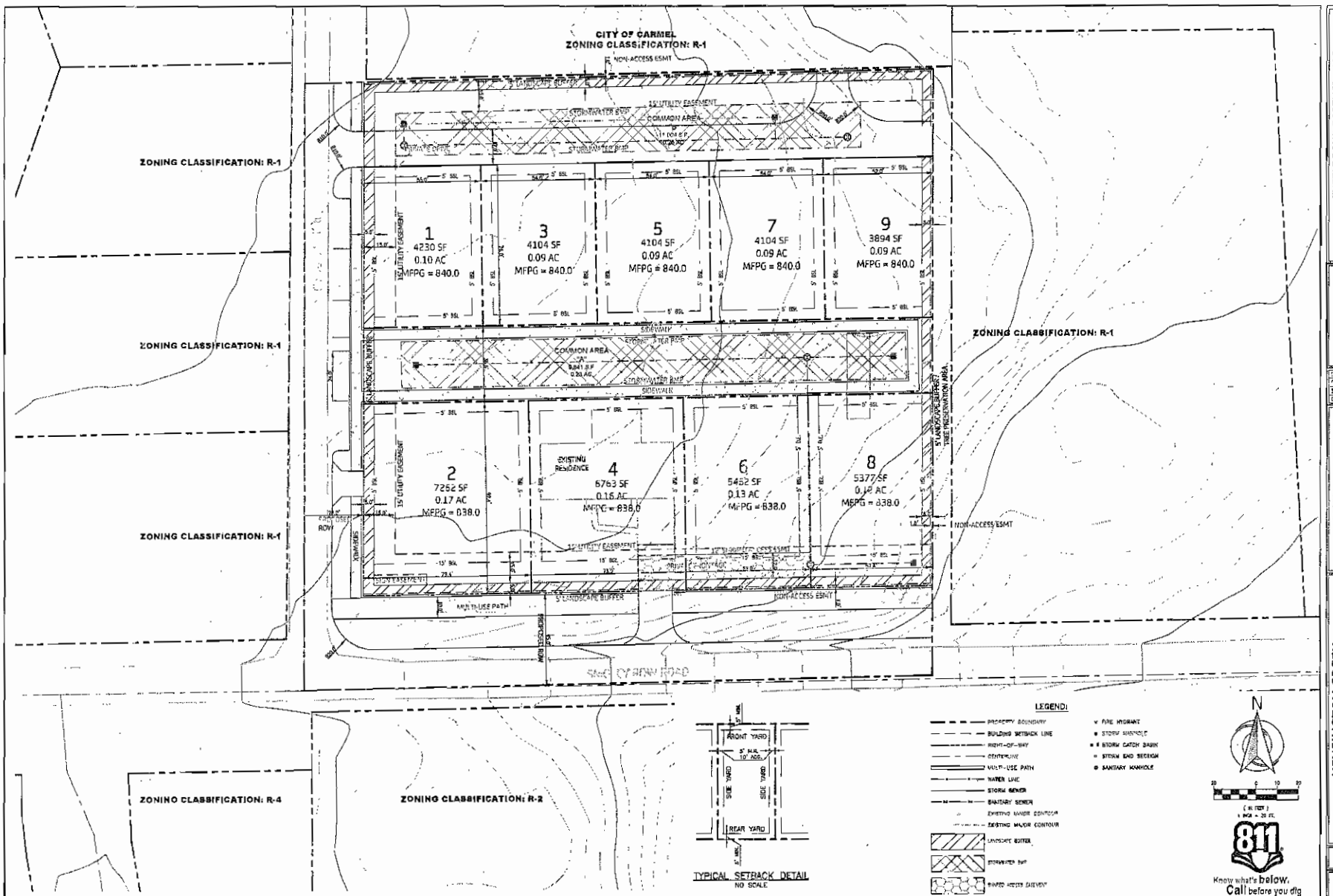
1. THE PRESENT ZONING CLASSIFICATION IS R-1 AND FALLS WITHIN THE US 31 CORRIDOR OVERLAY
2. THE PROPOSED ZONING CLASSIFICATION IS PUD
3. THE TOTAL AREA OF THE PARCEL IS 1.52± ACRES
4. AS SHOWN, 32% OF THE SITE IS DEDICATED TO OPEN SPACE

811 Know what's below. Call before you dig.

PROJECT NUMBER 01 0905

DRAWING NUMBER EXHIBIT C

SHEET 1 OF 4



TURTLE POND PARTNERS, LLC
3228 BAY RD. SOUTH DR.
INDIANAPOLIS, INDIANA 46240

WILLIAMS CREEK CONSULTING
6139 N. PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46220
Ph: (317) 423 0690

DAVID A. MARKS
No. PE-11800
STATE OF INDIANA
PROFESSIONAL ENGINEER

DRAWN BY	BJP
CHKD BY	DAM
SCALE	1" = 20'
DATE	08/25/2021

NO.	REVISIONS	DATE
1	CHANGES TO PRIMARY PLAT COMMENTS	09/13/2021
2	REVISIONS PER DRC COMMENTS	10/18/2021

KENSINGTON GREEN
SMOKEY ROW RD. & ROHRER RD.
CARMEL, INDIANA

DEVELOPMENT PLAN / PRIMARY PLAT

PROJECT NUMBER
01.0905

EXHIBIT C
SHEET 2 OF 4

EXHIBIT D

LANDSCAPE NOTES

A. LANDSCAPING SHOULD BE PROVIDED WITH SUBSTANTIAL STRUCTURES, MATERIAL AND ORNAMENTATION TOWARDS AND CENTER. ATTENTION OR INTENSE PAVING AND TREES OR ALTERNATIVE PLANTING WITHIN A DEVELOPMENT WHERE PLANTING SPACE IS LIMITED OR WHERE STRUCTURE DIMENSIONS DO NOT SITE DESIGN.

B. ALL PLANTING SHALL MEET THE FOLLOWING SPECIFICATIONS:

B.1. PLANTING SHALL DEVIATE ACCORDING TO THE AMERICAN STANDARD FOR NURSERY STOCK (ASNS 2001) AND ALL TREES SHALL BE REMOVED FROM THE EARTH. RECOMMENDED TREE LIST PUBLISHED BY THE STATE URBAN FORESTRY PROGRAM. LANDSCAPING MATERIALS SHALL BE APPROPRIATE TO LOCAL GROUNDS AND CLIMATIC CONDITIONS. PLANT SUITABILITY, MAINTENANCE AND COMPATIBILITY WITH CONSTRUCTION FEATURES AND FACTORS THAT COULD BE ADDRESSED THROUGH PLANTING DESIGN SHALL BE CONSIDERED.

B.2. SHADE TREES SHALL HAVE A MINIMUM WIDTH OF TWO AND ONE HALF (2 1/2) INCHES EXCLUSIVE OF BARK AT PLANTING.

B.3. ORNAMENTAL TREES SHALL HAVE A MINIMUM WIDTH OF ONE AND ONE HALF (1 1/2) INCHES EXCLUSIVE OF BARK AT PLANTING.

B.4. EVERGREEN TREES SHALL HAVE A MINIMUM HEIGHT OF SIX (6) FEET AT PLANTING.

B.5. SHRUBS SHALL HAVE A MINIMUM HEIGHT OF EIGHTEEN (18) INCHES AT PLANTING.

C. SUBJECT TO THE APPROVAL OF THE URBAN FORESTER, PLANTING DEBRIS MAY BE USED TO ADVANCE REQUIRED LANDSCAPING IF IT IS IN SUITABLE QUANTITY, SIZE AND STATE OF HEALTH TO ACHIEVE THE REQUIRED LANDSCAPING, AND (B) THE METHOD OF WITHDRAWING SHRUBS BEST MAINTAINING PLANTS USE FOR THEIR PROTECTION DURING CONSTRUCTION AND PRESERVATION OF PLANTING. LANDSCAPING SHALL CONFORM AND TO AND EXCEED ADJACENT THE LANDSCAPING REQUIREMENTS THE PLAN ORDINANCE.

D. ALL LANDSCAPING APPROVED AS PART OF THE PROCEDURE PLAN SHALL BE INSTALLED WITHIN MONTHS PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING CONSTRUCTED ON THE PROPERTY IN REAL ESTATE THAT IS THE SUBJECT OF THE PROCEDURE PLAN IF IT IS NOT POSSIBLE TO INSTALL APPROVED LANDSCAPING BECAUSE OF WEATHER CONDITIONS, A TEMPORARY CERTIFICATE OF OCCUPANCY WHICH SHALL BE CONDITIONED UPON A SPECIFIC DATE FOR INSTALLATION OF ALL APPROVED LANDSCAPE MATERIAL SHALL BE REQUESTED.

E. ALL LANDSCAPING APPROVED AS PART OF THE PROCEDURE PLAN SHALL NOT BE ELIMINATED, ALTERED, DISPLACED, OR SACRIFICED WITHOUT FIRST OBTAINING FURTHER PLAN COMMISSION APPROVAL. MINOR ALTERATIONS TO LANDSCAPING APPROVED BY THE DIRECTOR SHALL BE ALLOWED WITHOUT REQUIRING FURTHER PLAN COMMISSION APPROVAL.

F. ALL LANDSCAPING SHALL BE PROPERLY MAINTAINED WITHIN SHALL INCLUDE THE REPLACEMENT OF DEAD PLANTS WITH SUITABLE VARIETIES OR REMOVE ELIMINATE, REMOVAL OF WEEDS AREAS, AND KEEPING THE LANDSCAPED AREAS FREE OF REFUSE, DEBRIS, HAZARDS, AND OTHER

PERIMETER BUFFERYARD REQUIREMENTS

5' WIDE BUFFER ALONG SMOKEY ROW ROAD
SINGLE FAMILY (FRONT) ADJACENT TO PARKWAY
REQUIRING SEVEN (7) SHADE OR EVERGREEN TREES, THREE (3) ORNAMENTAL TREES, AND THIRTY FIVE (35) SHRUBS PER ONE HUNDRED LINEAR FEET (100 LF)

280 LF @ 7 SHADE TREES/100 LF = 20 SHADE OR EVERGREEN TREES REQUIRED
280 LF @ 3 ORNAMENTAL TREES/100 LF = 9 ORNAMENTAL TREES REQUIRED
280 LF @ 35 SHRUBS/100 LF = 98 SHRUBS REQUIRED

5' WIDE BUFFER ALONG ROHRER ROAD
SINGLE FAMILY (REAR) ADJACENT TO SINGLE FAMILY
REQUIRING THREE (3) SHADE OR EVERGREEN TREES, TWO (2) ORNAMENTAL TREES, AND FIFTEEN (15) SHRUBS PER ONE HUNDRED LINEAR FEET (100 LF)

330 LF @ 3 SHADE TREES/100 LF = 9 SHADE OR EVERGREEN TREES REQUIRED
330 LF @ 2 ORNAMENTAL TREES/100 LF = 6 ORNAMENTAL TREES REQUIRED
330 LF @ 15 SHRUBS/100 LF = 50 SHRUBS REQUIRED

5' WIDE BUFFER ALONG NORTH PROPERTY LINE:
SINGLE FAMILY (REAR) ADJACENT TO SINGLE FAMILY
REQUIRING THREE (3) SHADE OR EVERGREEN TREES, TWO (2) ORNAMENTAL TREES, AND FIFTEEN (15) SHRUBS PER ONE HUNDRED LINEAR FEET (100 LF)

280 LF @ 3 SHADE TREES/100 LF = 8 SHADE OR EVERGREEN TREES REQUIRED
305 LF @ 2 ORNAMENTAL TREES/100 LF = 6 ORNAMENTAL TREES REQUIRED
280 LF @ 15 SHRUBS/100 LF = 42 SHRUBS REQUIRED

5' WIDE BUFFER ALONG EAST PROPERTY LINE:
SINGLE FAMILY (REAR) ADJACENT TO SINGLE FAMILY
REQUIRING THREE (3) SHADE OR EVERGREEN TREES, TWO (2) ORNAMENTAL TREES, AND FIFTEEN (15) SHRUBS PER ONE HUNDRED LINEAR FEET (100 LF)

336 LF @ 3 SHADE TREES/100 LF = 8 SHADE OR EVERGREEN TREES REQUIRED
336 LF @ 2 ORNAMENTAL TREES/100 LF = 5 ORNAMENTAL TREES REQUIRED
336 LF @ 15 SHRUBS/100 LF = 50 SHRUBS REQUIRED

TREE SPECIES

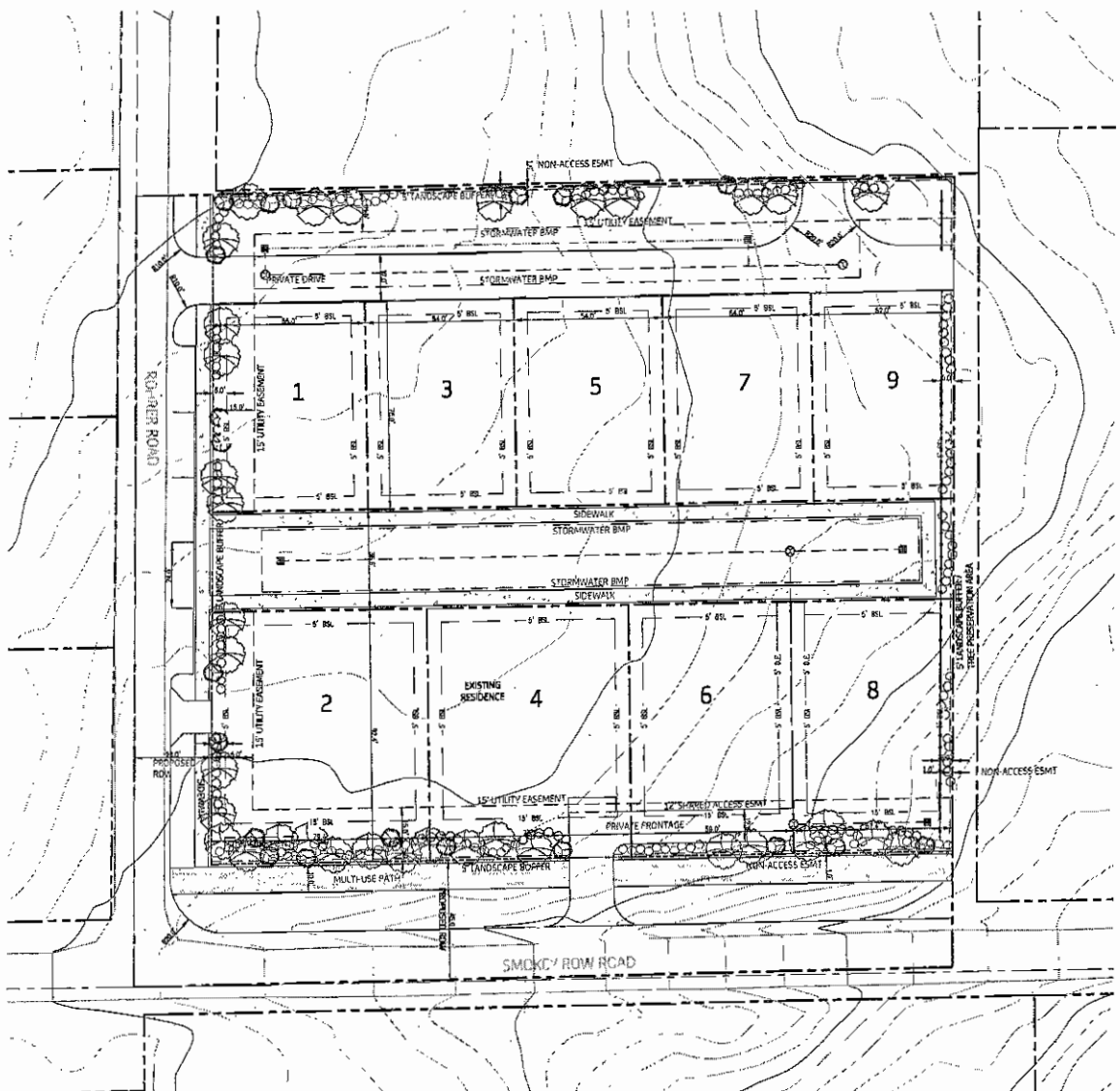
SHADE TREES

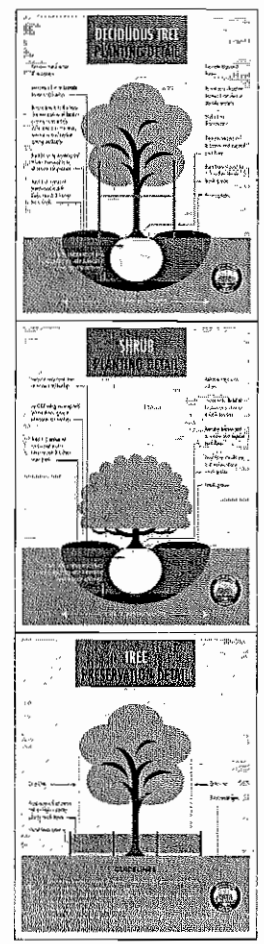
ORNAMENTAL TREES

EVERGREEN TREES

LEGEND

PROPERTY BOUNDARY
BUILDING SETBACK LINE
EXISTING VEGETATION
TREE PRESERVATION FENCE
HANDICAPPED SHADE TREE
PROPOSED DECIDUOUS TREE
PROPOSED SHRUB





Know what's below. Call before you dig.

TURTLE POND PARTNERS, LLC
410 NORTH RANGELINE ROAD
CARMEL, INDIANA 46032

WILLIAMS CREEK CONSULTING
615 N. PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46204
(317) 635-5643
info@williamscreek.net

DAVID A. MAX
No. PE11011806
STATE OF INDIANA
PROFESSIONAL ENGINEER

DWN BY	BRP
CHKD BY	DAM
SCALE	1" = 20'
DATE	09/23/2011

REVISIONS

1	REVISIONS TO PLANNING COMMISSION	08/22/2011
2	RESUBMIT FOR COMMENTS	09/23/2011

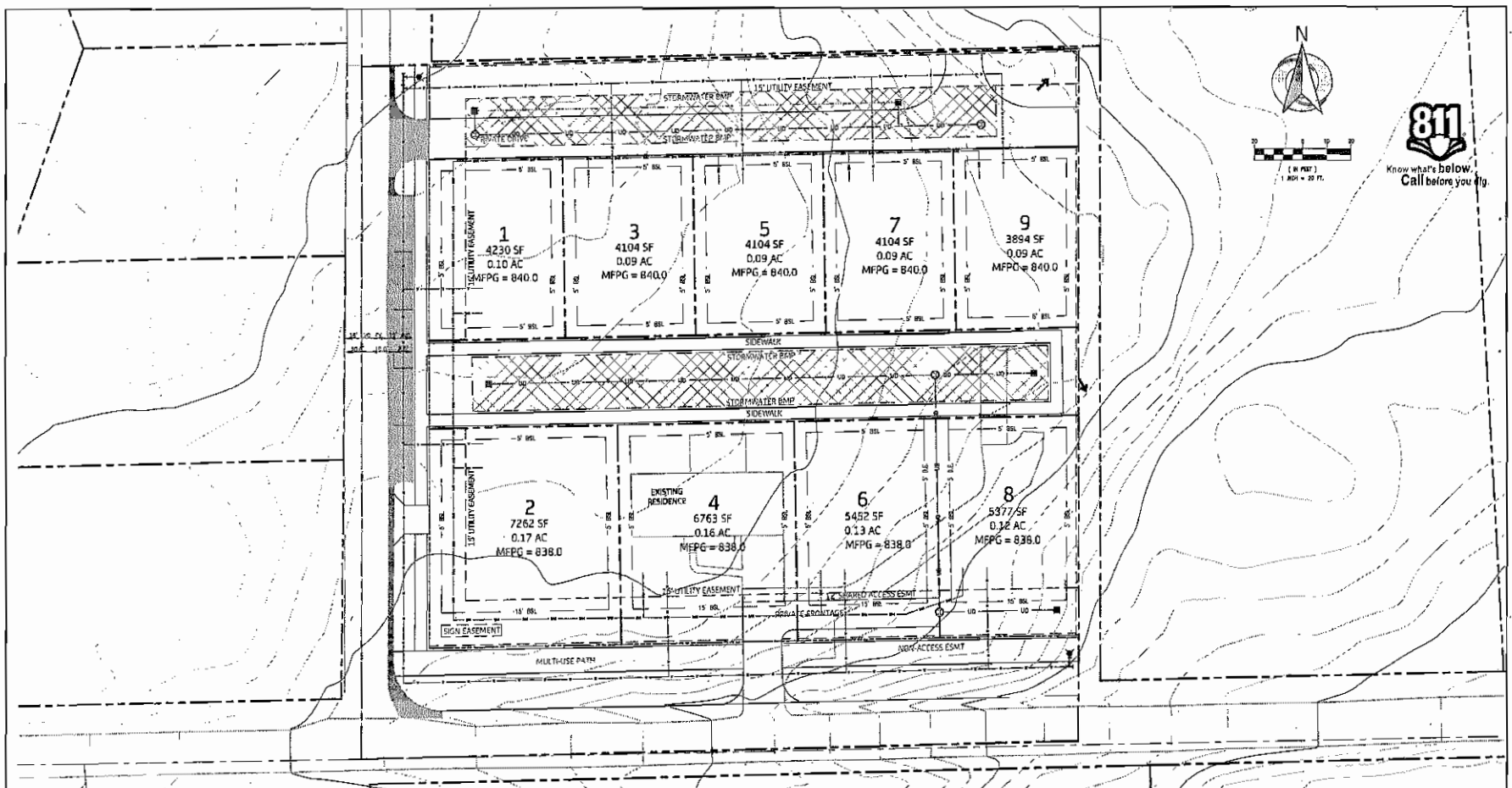
KENSINGTON GREEN
SMOKEY ROW ROAD & ROHRER ROAD
CARMEL, INDIANA

LANDSCAPE PLAN

PROJECT NUMBER
01.0905

DRAWING NUMBER
EXHIBIT D
SHEET 4 OF 4

EXHIBIT E



TURTLE POND PARTNERS, LLC
410 NORTH RANGELINE ROAD
CARMEL, INDIANA 46032

WILLIAMS CREEK CONSULTING
613 N. PENNSYLVANIA STREET
INDIANAPOLIS, INDIANA 46204
PH: (317) 423-6586
info@williamscreekconsulting.com

DAVID A. MARKS
REGISTERED
No. PE11011806
STATE OF INDIANA
PROFESSIONAL ENGINEER

DWN BY	KTP
CHKD BY	DAM
SCALE:	1" = 20'
DATE:	05/26/2023

REVISIONS		
1	REVISIONS PER PLAN REVIEW COMMENTS	09/18/2023
2	PER CITY OF CARMEL FIRE COMMENTS	08/15/2023

KENSINGTON GREEN
SMOKEY ROW ROAD & ROHRER ROAD
CARMEL, INDIANA

UTILITY PLAN

PROJECT NUMBER
01.0905

DRAWING NUMBER
EXHIBIT E
SHEET 3 OF 4

EXHIBIT F

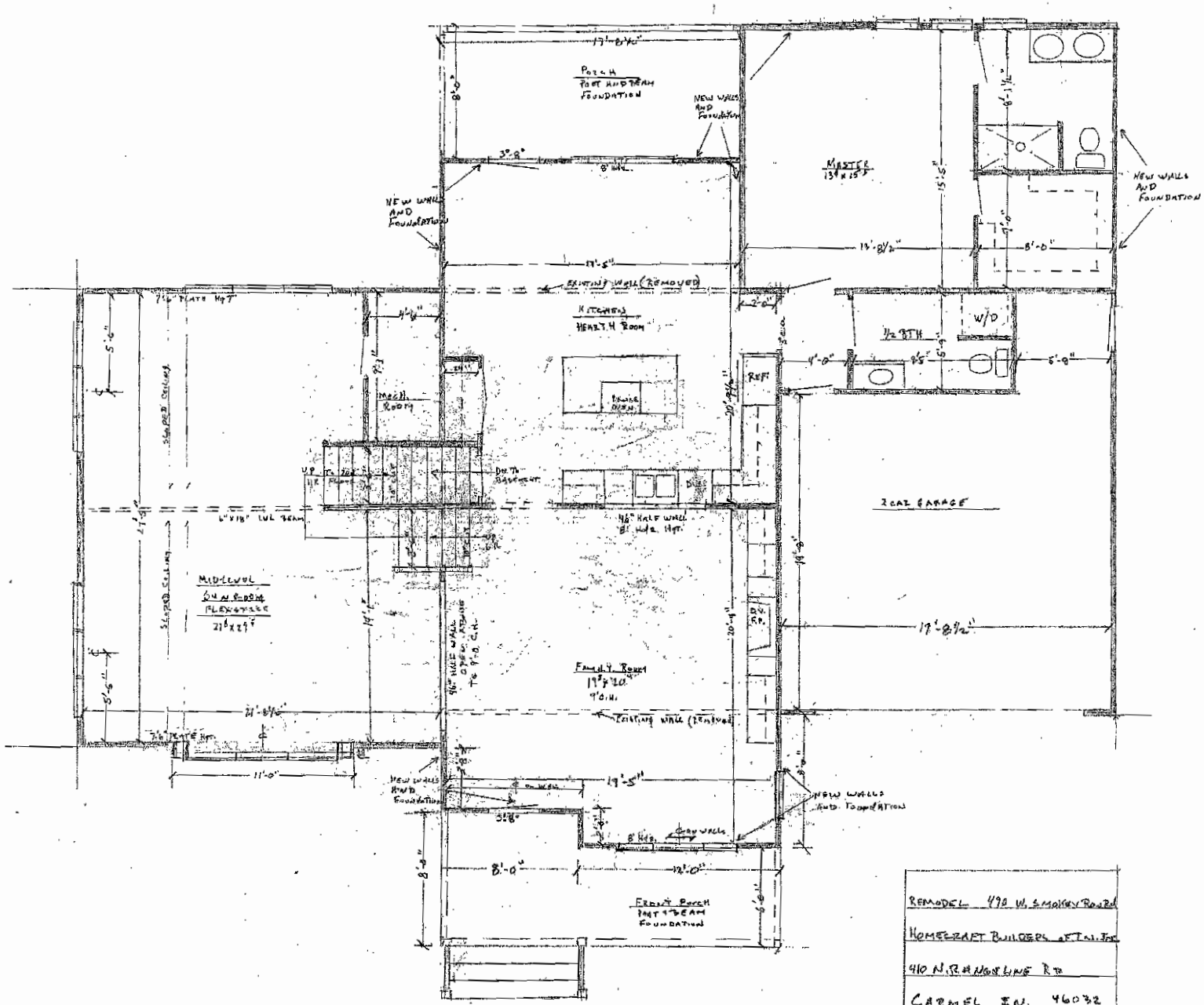
KENSINGTON GREEN
A PLANNED UNIT DEVELOPMENT
SMOKEY ROW ROAD & ROHRER ROAD

CARMEL, INDIANA

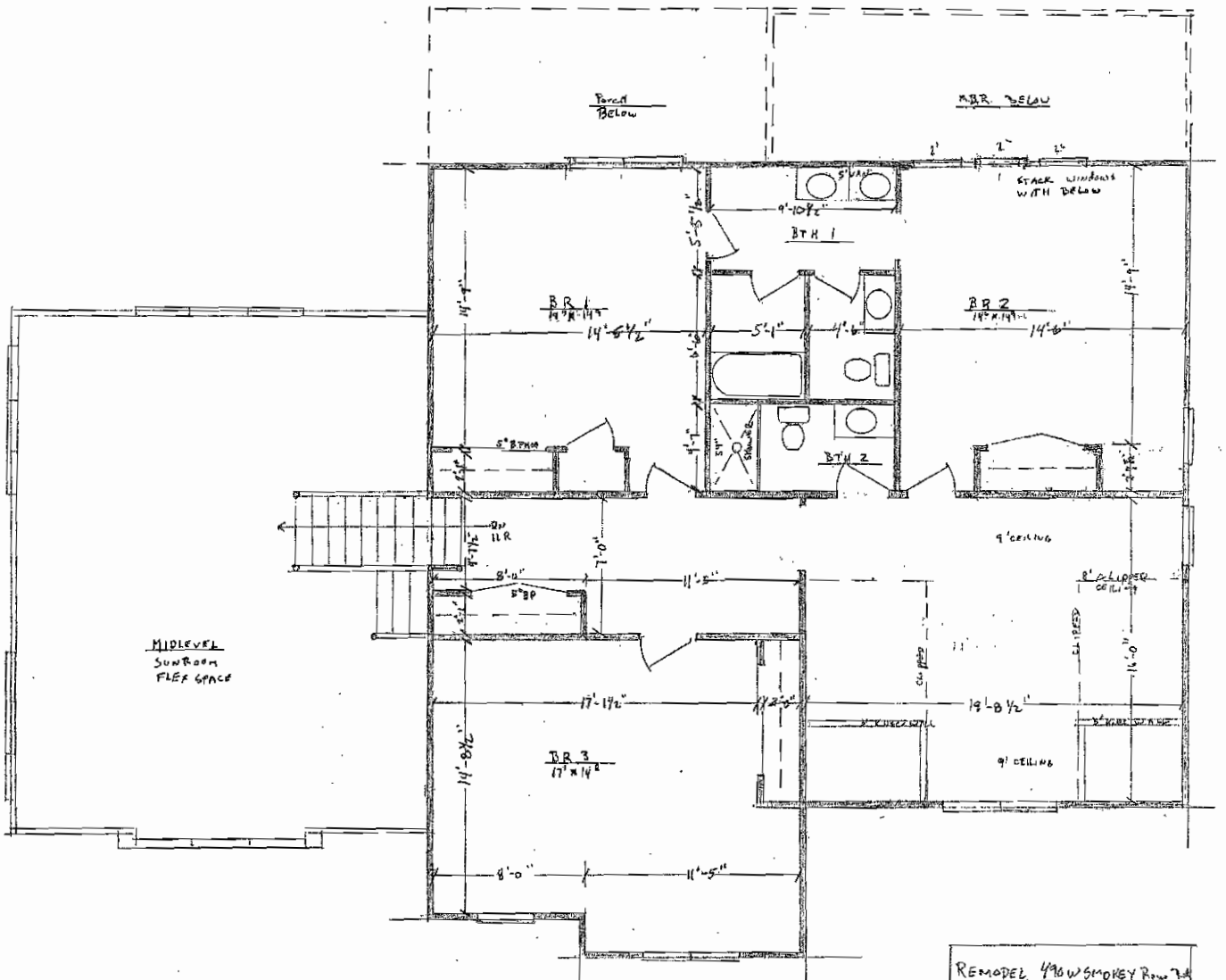
Smokey Row Rd. "Streetscape"

South Facing Front Façade

Lots 2,4,6 and 8



REMODEL 498 W. SMOKEY ROAD
HOMECRAFT BUILDERS OF IND. INC
410 N. RANGE LINE RD
CARMEL IN. 46032
1ST FLOOR AND MID LEVEL 1/4"=1'
PAGE 5 OF 6



REMODEL 496 W SMOKEY ROW RD

HOMECRAFT BUILDERS OF IN, INC.

410 N RANGELINE RD

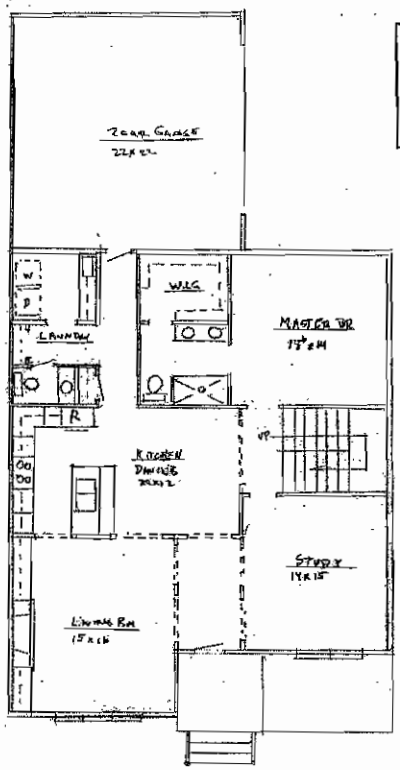
CARMEL IN. 46032

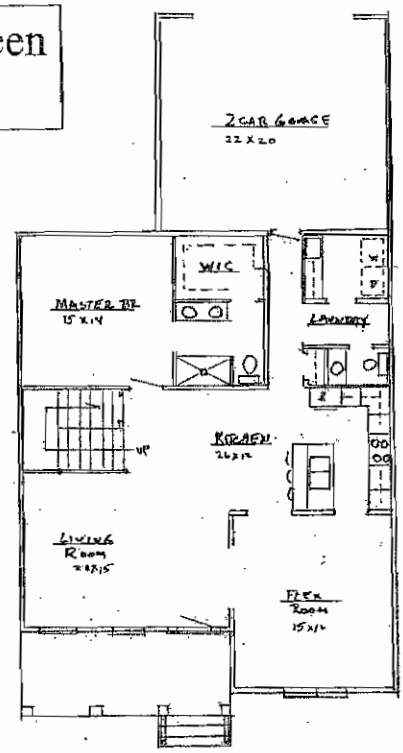
2ND FLOOR 1/4" = 1'-0"

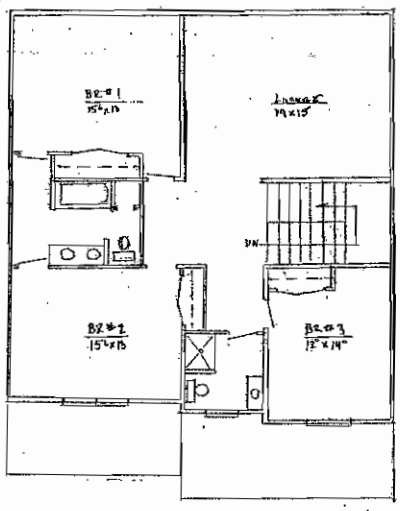
PAGE 6 OF 6

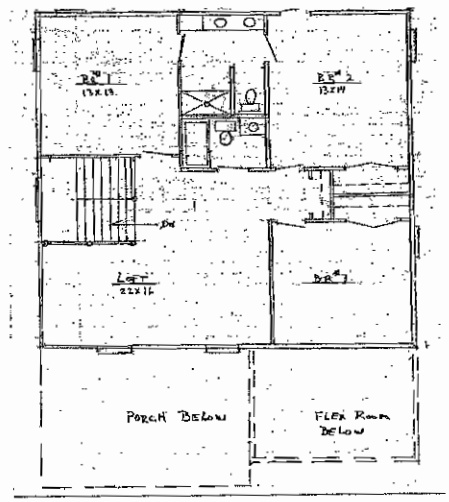
Kensington Green Elevations

Kensington Green Elevations





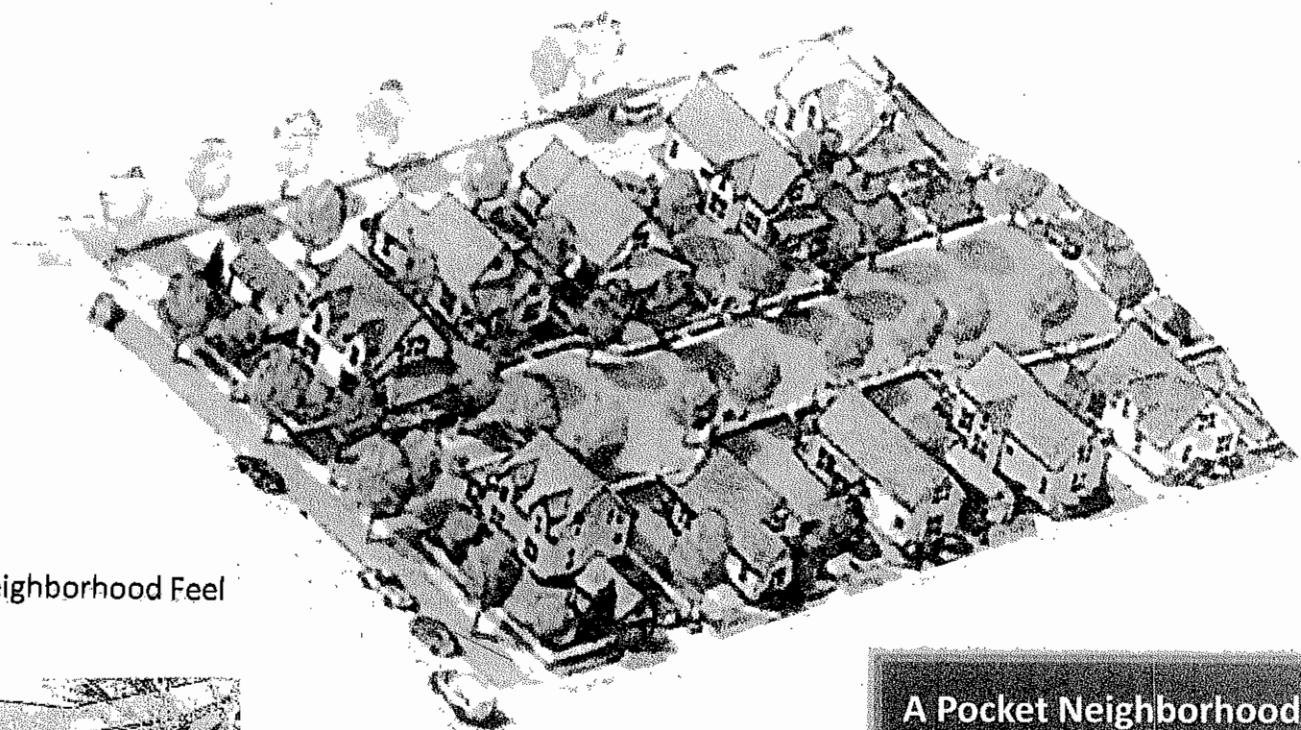




Kensington Green

490 W. Smokey Row Road
Carmel, Indiana

Tenets of Sustainability:
- Energy efficient
- Near net-zero ready
- Water conservation
- Sense of community
- Indoor/outdoor living
- Indoor air quality
- Multi-functional spaces
- Carriage house garages
- Aging-in-place design



Neighborhood Feel

A Pocket Neighborhood

By Turtle Pond Partners, LLC
Carmel, IN

CERTIFICATION
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION
ON THE PETITION TO THE CITY OF CARMEL
TO AMEND THE ZONING ORDINANCE
PURSUANT TO INDIANA CODE 36-7-4-605

ORDINANCE
Z-605-15

Kensington Green
PUD Rezone & Primary Plat

To: The Honorable Common Council
Of the City of Carmel
Hamilton County, Indiana

Dear Members:

The Carmel Plan Commission offers you the following report on the application **(Docket No. 15030011 – Rezone & Primary Plat)**, petitioning to rezone 2 acres of land from R-1 to PUD, Planned Unit Development.

The Carmel Plan Commission's recommendation on the petition of the applicant is **'Favorable."**

At its regularly scheduled meeting of October 20, 2015, the Carmel Plan Commission voted Ten (10) in Favor, Zero (0) Opposed, One (1) Absent, to forward to the Common Council the proposed **Ordinance No. Z-605-15** with a **"Favorable Recommendation".**

Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-608(f), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is Monday January 18, 2016.

CARMEL PLAN COMMISSION

BY: Steven R. Stromquist/LEM
Steven R. Stromquist, President

ATTEST:

Lisa Motz
Lisa Motz, Secretary
Carmel Plan Commission
Dated: October 21, 2015

2015 OCT 21 A 10:41

MEMORANDUM

TO: **Carmel City Council**

FROM: **Adrienne Keeling**
Department of Community Services

SUBJECT: **Z-606-15**

DATE: **October 23, 2015**

Please find information on the following item forwarded by the Plan Commission attached. This item will appear on your November 2nd agenda.

Forwarded with a *favorable* recommendation:

Docket No. 15080004 OA: Wireless Support Structures Ordinance Amendment
The applicant seeks to amend the *Carmel Zoning Ordinance* in order to update the permitting process, definitions and standards for the placement, construction and modification of wireless facilities. Filed by the Department of Community Services, on behalf of the Carmel Plan Commission.

The proposed zoning ordinance amendments are enclosed which would bring our Zoning Ordinance into conformity with recently enacted Indiana Code regarding wireless support structures (cell towers). The amendments are summarized below:

1. A new Ordinance provision (Section 25.28) would update the Carmel Zoning Ordinance in order to bring it into conformity with recently enacted Indiana legislation (IC 8-1-32.3, as added by P.L.145-2015, SEC.3) governing local permitting processes for the placement, construction, and modification of wireless facilities.
2. It incorporates the "shot clock" feature required by the state statute, but would require an affected applicant to get a court order instead of having its application approved automatically by operation of law.
3. It bars enforcement of a "fall zone" provision based on the height of the structure. It cross-references various related Code provisions to clarify that the process would otherwise remain subject to the Local Planning and Zoning Law (IC 36-7-4).
4. The new Section 25.28 would replace existing Ordinance Section 25.13 that provides criteria for the approval of "Towers".
5. The Schedule of Uses would be amended to preclude the erection of any new wireless support structures (cell towers) except in Industrial districts – accordingly, they would simply be listed as special uses in Industrial districts.
6. The current "special exception" category, which the City created in 1996 to allow Towers to be proposed in Residential districts, would be abolished; a use variance would be necessary before a new Tower could be erected anywhere except in an Industrial district.
7. Definitions of 11 additional terms (adapted from the new statute) would be added to the Ordinance, and conforming amendments to several existing definitions and other sections would also be made.
8. The Indiana Code revisions take effect on January 1, 2016, so the Department's goal is to have this adopted by the end of the year.

Sponsor: Councilor Rider

ORDINANCE Z-606-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

An Ordinance amending the permitting process, definitions and standards for Wireless Support Structures

WHEREAS, pursuant to the Advisory Planning Law of the State of Indiana (contained in IC 36-7-4), each unit of local government that wishes to adopt land use and zoning ordinances must first approve by resolution a comprehensive plan for the geographic area over which it has jurisdiction; and

WHEREAS, the Carmel Clay Comprehensive Plan "C3 Plan 2009" Docket No. 08070020 CP was given a favorable recommendation by the Carmel Advisory Plan Commission on November 18, 2008, and duly approved by Resolution No. CC-05-04-09-02 of the Common Council on May 4, 2009, and is therefore the official Comprehensive Plan of the City of Carmel and Clay Township; and

WHEREAS, the Carmel Zoning Ordinance needs to conform with the Indiana General Assembly's recently enacted legislation (IC 8-1-32.3, as added by P.L. 145-2015, SEC.3) governing local permitting processes for the placement, construction, and modification of wireless facilities; and

WHEREAS, pursuant to Indiana Code 36-7-4-602 the Common Council is authorized to amend the text of the zoning ordinance; and

WHEREAS, pursuant to Indiana Code 36-7-4-610 and City of Carmel Ordinance No. D-1600-02, the Carmel Zoning and Subdivision Control Ordinances are incorporated by reference into the Carmel City Code;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that, pursuant to IC 36-7-4-600 et seq. and after Docket No. 15080004 OA having received a favorable recommendation from the Carmel Advisory Plan Commission on Tuesday, October 20, 2015, it hereby adopts this Ordinance to amend the Carmel Zoning Ordinance (Ordinance No. Z-289, as amended), to read as follows:

Section I:

a. Adopt *Section 25.28: Wireless Support Structures* as follows:

25.28 Wireless Support Structures [new Ordinance section]

25.28.01. Generally. The purpose of this Section is intended to implement the provisions of IC 8-1-32.3, but otherwise to comply with IC 36-7-4, in regard to the City's regulation of the placement, construction, or modification of Wireless Support Structures.

25.28.02. Definitions. Definitions of the following terms which are set forth in IC 8-1-32.3 and in Chapter 3 of this Ordinance apply throughout this Section: "Antenna"; "Base Station"; "Business Day"; "Collocation"; "Electrical Transmission Tower"; "Equipment Compound"; "Small Cell Facility"; "Small Cell Network"; "Substantial Modification of a Wireless Support Structure"; "Utility Pole"; "Wireless Facility"; "Wireless Support Structure".

25.28.03. Delegation of Authority. For purposes of IC 8-1-32.3 and Section 332(c)(7)(B) of the Federal Telecommunications Act of 1996 as in effect on July 1, 2015, the Board shall exercise the authority to conduct hearings, to make decisions, and to approve the issuance or denial of Improvement Location Permits (except for Collocation) under this Section. The Administrator shall exercise the authority to review

applications for completeness, within the meaning of IC 36-7-4-1109, and to issue Improvement Location Permits or building permits under this Section.

25.28.04. Review of Applications. The Administrator shall promptly review for completeness every application duly filed with the City which requests authorization to place, construct, or modify personal Wireless Facilities. Every applicant shall be notified within ten (10) Business Days of the City's receipt of an application whether its application is complete and whether a public hearing will be required regarding its request. Whenever no public hearing is required, the Administrator shall take final action on the request within a reasonable period of time after the request is duly filed. Whenever a public hearing is required regarding a request, the Board shall conduct the hearing and take final action on the request within a reasonable period of time. For purposes of this Section, any application that contains all of the following information shall be considered complete:

A. A statement that the applicant is a Person that either provides Wireless Communications Service or owns or otherwise makes available infrastructure required for such Service.

B. The name, business address, and point of contact for the applicant.

C. The location of the proposed or affected Wireless Support Structure or Wireless Facility.

D. A construction plan that includes evidence of conformance with all applicable building permit requirements.

E. Except for an application that requests Collocation only, evidence showing that the application complies with the applicable criteria set forth in Chapter 21 of this Ordinance for a special use, or that the application complies with the applicable criteria for a variance of use under IC 36-7-4-918.4. An application that requests Collocation only is required to comply only with Subsections A, B, C, and D.

F. If the application requests an Improvement Location Permit for the construction of a new Wireless Support Structure, a construction plan that describes the proposed Wireless Support Structure and all equipment and network components, including Antennas, transmitters, receivers, Base Stations, power supplies, cabling, and related equipment, along with evidence supporting the choice of location for the proposed Wireless Support Structure, including a sworn statement from the individual responsible for the choice of location demonstrating that Collocation of Wireless Facilities on an existing Wireless Support Structure is not a viable option because Collocation:

    1. Would not result in the same Wireless Communications Service functionality, coverage, and capacity;

    2. Is technically infeasible; or

    3. Is an economic burden to the applicant.

G. If the application requests an Improvement Location Permit for Substantial Modification of a Wireless Support Structure, a construction plan that describes the proposed modifications to the affected Wireless Support Structure and all equipment and network components, including Antennas, transmitters, receivers, Base Stations, power supplies, cabling, and related equipment.

25.28.05. Failure to Notify. Any failure by the Administrator to notify an applicant within ten (10) Business Days whether its application is complete shall be considered a nonfinal zoning decision within the meaning of IC 36-7-4-1602(c), with the applicant consequently entitled to expedited judicial review of the nonfinal zoning decision.

25.28.06. Deadlines for Final Action. For purposes of Section 25.28.04, a reasonable period of time shall be determined as follows:

A. If the request involves an application for Collocation only, a reasonable period of time is not more than forty-five (45) days from the date that the applicant is notified by the Administrator that the application is complete. An application for Collocation only is not subject to a public hearing before the Board, but the Administrator may review the application for compliance with applicable building permit requirements before issuing the applicant an Improvement Location Permit or building permit.

B. If the request involves an application for an Improvement Location Permit to construct a new Wireless Support Structure or for Substantial Modification of a Wireless Support Structure, a reasonable period of time is not more than ninety (90) days from the date that the applicant is notified that the application is complete, or not more than one hundred twenty (120) days in any case in which the approval of a variance of use is necessary. The Board shall conduct a public hearing on the request and shall make a decision on the request at the meeting at which it is first presented. Decisions made by the Board after a public hearing conducted in accordance with this Section are considered zoning decisions for purposes of IC 36-7-4 and are subject to judicial review under the IC 36-7-4-1600 series.

C. If an applicant has requested additional time to amend its application or requested or agreed to a continuance during the review or hearing process, then the period of time prescribed by Subsection A or B shall be extended for a corresponding amount of time. However, any failure by the Administrator or the Board to take final action on a request within a reasonable period of time shall be considered a nonfinal zoning decision within the meaning of IC 36-7-4-1602(c), with the applicant consequently entitled to expedited judicial review of the nonfinal zoning decision.

25.28.07. Additional Rules. Notwithstanding IC 36-7-4 or any rules adopted by the Board under that chapter, the following provisions apply to all applications submitted under this Section:

A. In reviewing applications and conducting hearings, the Administrator and the Board shall comply with all applicable provisions of Section 332(c)(7)(B) of the Federal Telecommunications Act of 1996 as in effect on July 1, 2015, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 as in effect on July 1, 2015.

B. Neither the Administrator nor the Board may require an applicant to submit information about or evaluate an applicant's business decisions with respect to the applicant's designed service, customer demand, service quality, or desired signal strength to a particular location.

C. All meetings of the Board are subject to the Open Door Law (IC 5-14-1.5). However, neither the Administrator nor the Board may release to the public any records that are required to be kept confidential under Federal or State law, including the trade secrets of applicants, as provided in the Access to Public Records Act (IC 5-14-3) and other applicable laws.

D. The Administrator shall allow an applicant to submit a single consolidated application to collocate multiple Wireless Facilities, or for multiple Small Cell Facilities that are located within the jurisdiction of the Board and that comprise a single Small Cell Network. Whenever a consolidated application is approved, the Administrator shall issue the applicant a single Improvement Location Permit for the multiple facilities, or for the Small Cell Network, in lieu of issuing multiple Permits for each respective Facility.

E. The Board may not impose on an applicant a fall zone requirement for a Wireless Support Structure that is larger than the area within which the structure is designed to collapse, as set forth in the applicant's engineering certification for the structure, unless evidence submitted by a professional engineer demonstrates that the engineering certification in the application is flawed. This Subsection E does not apply to any setback requirement prescribed by this Ordinance for the land use which is not based on the height of the Wireless Support Structure.

F. Neither the Board nor the Administrator may require or impose conditions on an applicant

regarding the installation, location, or use of Wireless Facilities on Utility Poles or Electrical Transmission Towers.

G. Neither the Administrator nor the Board may require an applicant to pay a fee associated with the submission, review, processing, or approval of the application unless the same or a similar fee also applies to applications for Permits for similar types of commercial or industrial development within the jurisdiction of the Board. In addition, if a fee is imposed in connection with the submission, review, processing, or hearing of an application, including a fee imposed by a third party that provides review, technical, or consulting assistance to the Administrator or the Board, the fee must be based on actual, direct, and reasonable costs incurred for the review, processing, and hearing of the application, and may not include:

1. Travel expenses incurred by a third party in its review of an application; or

2. Direct payment or reimbursement of third party fees charged on a contingency basis.

25.28.08. Conditions of Approval. Notwithstanding IC 36-7-4 or any rules adopted by the Board under that chapter, the following conditions apply to all applications submitted under this Section:

A. If a Wireless Support Structure is abandoned or remains unused for a period of six (6) months, the owner shall remove the tower and all associated facilities from the site. Such removal shall be completed within twelve (12) months of the cessation of operations at the site. In the event that a Wireless Support Structure is not removed within the required twelve (12) month period, the Director may remove the Wireless Support Structure and the associated facilities, and the costs of such removal shall be assessed against the owner of the parcel.

b. Adopt NEW DEFINITIONS *to Section 3.07: Definitions* as follows:

3.07 Definitions

BASE STATION. A station located at a specific site that is authorized to communicate with mobile stations. The term includes all radio transceivers, Antennas, coaxial cables, power supplies, and other electronics associated with a station.

BUSINESS DAY. A day other than a Saturday, a Sunday, or a legal holiday (as defined in IC 1-1-9-1).

COLLOCATION. The placement or installation of Wireless Facilities on existing structures (not including a Utility Pole or an Electrical Transmission Tower) that include a Wireless Facility or Wireless Support Structure, including water towers, and other Buildings or Structures. The term includes the placement, replacement, or modification of Wireless Facilities within an approved Equipment Compound.

ELECTRICAL TRANSMISSION TOWER. A structure that physically supports high voltage overhead power lines. The term does not include a Utility Pole.

EQUIPMENT COMPOUND. The area that:

1. Surrounds or is near the base of a Wireless Support Structure; and

2. Encloses Wireless Facilities.

SMALL CELL FACILITY. Either:

1. A personal wireless service facility (as defined by the Federal Telecommunications Act of 1996 as in effect on July 1, 2015); or

2. A wireless service facility that satisfies the following requirements:

a. Each Antenna, including exposed elements, has a volume of three (3) cubic feet or less.

b. All Antennas, including exposed elements, have a total volume of six (6) cubic feet or less.

c. The primary equipment enclosure located with the Facility has a volume of seventeen (17) cubic feet or less. For purposes of this clause c, the volume of the primary equipment enclosure does not include the following equipment that is located outside the primary equipment enclosure: electric meters; concealment equipment; telecommunications demarcation boxes; ground based enclosures; back up power systems; grounding equipment; power transfer switches; cut off switches.

SMALL CELL NETWORK. A collection of interrelated Small Cell Facilities designed to deliver Wireless Communications Service.

SUBSTANTIAL MODIFICATION OF A WIRELESS SUPPORT STRUCTURE. The mounting of a Wireless Facility on a Wireless Support Structure in a manner that either:

1. Increases the height of the Wireless Support Structure by ten percent (10%) of the original height of the Wireless Support Structure, or twenty (20) feet, whichever is greater;

2. Adds an appurtenance to the Wireless Support Structure that protrudes horizontally from the Wireless Support Structure more than twenty (20) feet, or the width of the Wireless Support Structure at the location of the appurtenance, whichever is greater; or

3. Increases the square footage of the Equipment Compound in which the Wireless Facility is located by more than two thousand five hundred (2,500) square feet.

However, notwithstanding subdivisions 1, 2, and 3, the term does not include any of the following:

4. Increasing the height of a Wireless Support Structure to avoid interfering with an existing Antenna.

5. Increasing the diameter or area of a Wireless Support Structure to shelter an Antenna from inclement weather, or to connect an Antenna to the Wireless Support Structure by cable.

6. Any Modification of a Wireless Support Structure or Base Station that involves only Collocation, removal of transmission equipment, or replacement of transmission equipment.

UTILITY POLE. A structure (other than a Wireless Support Structure or Electrical Transmission Tower) that is:

1. Owned or owned or operated by a public utility, a communications service provider, a political subdivision, an electric membership corporation, or a rural electric cooperative; and

2. Designed and used to carry lines, cables, or wires for telephony, cable television, or electricity, or to provide lighting.

WIRELESS FACILITY. The set of equipment and network components necessary to provide Wireless Communications Service. The term does not include a Wireless Support Structure.

WIRELESS SUPPORT STRUCTURE. A freestanding structure designed to support Wireless Facilities. The term does not include a Utility Pole or Electrical Transmission Tower.

b. Amend <u>Existing Definitions</u> in *Section 3.07: Definitions* as follows:

ALTERATION, STRUCTURAL. Any change in the supporting members of a Building such as bearing walls, partitions, columns, beams, girders, or any substantial change in the exterior walls or the roof. The term does not include Substantial Modification of a Wireless Support Structure.

ALTERATION, SUBSTANTIAL. Any change to an approved plan of any type that involves the revision of ten percent (10%) or more of the plan's total area or approved materials. The term does not include Substantial Modification of a Wireless Support Structure.

ANTENNA. ~~A Structure or device that is used for the purpose of collecting or transmitting signals, images, sounds, or information of any nature by wire, radio, visual, or electromagnetic waves, including but not limited to directional or omni-directional antennas, panels, and microwave or satellite dishes. The term does not include an amateur radio station antenna.~~ Any communications equipment that transmits or receives electromagnetic radio signals used in the provision of Wireless Communications Service.

ANTENNA, ~~DISH TYPE RECEIVING (EARTH STATION OR GROUND STATION)~~ SATELLITE RECEIVING. A signal receiving device, the purpose of which is to receive radio communications, television, data transmission or other signals from a satellite or satellites in earth orbit. Considered a Structure, thus subject to all ordinances relating to Structures. Not considered a Wireless Facility, thus not subject to Section 25.28 of this Ordinance.

BUILDING, ACCESSORY. A Building subordinate to another Structure or Use located on the same Lot which is not used for permanent human occupancy. An Accessory Building may also include ~~public utility; communication,~~ electric distribution and secondary power lines; gas, water and sewer lines; their supports and poles, guy wires, small transformers, wire or cable and other incidental equipment and public telephone booths.

IMPROVEMENT, SUBSTANTIAL. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of state or local health, sanitary, or safety code requirements of any alterations of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure." The term does not include Substantial Modification of a Wireless Support Structure.

TOWER. A ground or roof-mounted pole, spire, structure, or combination thereof taller than fifteen (15) feet, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting ~~an Antenna,~~ a meteorological device~~,~~ or other similar apparatus above grade. The term does not include (1) a water tower that is owned by any public utility or municipally owned utility; or (2) any pole, spire, structure, or combination thereof on which an amateur radio station antenna is mounted; or (3) a Wireless Support Structure.

WIRELESS ~~TELECOMMUNICATIONS~~ COMMUNICATIONS SERVICE. ~~Licensed commercial wireless telecommunications services, including but not limited to cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and other similar services that are marketed to the general public.~~ Service provided in accordance with the Federal Telecommunications Act of 1996.

c. Amend *Chapter 21: Special Uses and Special Exceptions* to remove references to Special Exceptions as follows:

21.01 General Information.

Special Use ~~or Special Exception~~ approval by the Board shall be necessary prior to the establishment of a Special Use ~~or Special Exception~~, so cited by the district regulations herein, or the issuance of an Improvement Location Permit for said Special Use. Special Uses shall generally be considered favorably by the Board, except in cases where the Board finds the proposed Special Use obviously inappropriate as a result of special and unique conditions determined as a result of the review procedure established herein.

21.02 Procedure.

21.02.01 Procedure Generally. Whenever an application for a Special Use ~~or Special Exception~~ within the jurisdiction of this Ordinance is made, it shall follow the procedure set forth herein and shall conform to the regulations and requirements of this Ordinance.

21.02.02 Consultation with the Director and Application. Applicants shall meet with the Director to review the zoning classification of their site, review copies of the regulatory ordinances and materials, review the Special Use ~~or Special Exception~~ procedures and examine the proposed use and development of the property. The Director shall aid and advise the applicant in preparing his application and supporting documents as necessary. The applicant shall then submit two (2) copies of the written application form and all necessary supporting documents and materials.

21.02.03 Initial Review of the Application and Supporting Documents and Materials by the Director; Submission to the Board. Following the receipt of the written application and necessary supporting documents and materials by the Director, he shall then review the materials solely for the purpose of determining whether the application is complete and in technical compliance with all applicable ordinances, laws and regulations, and therefore entitled to be forwarded to the Board. If the materials submitted by the applicant are not complete or do not comply with the necessary legal requirements, the Director shall inform the applicant of the deficiencies in said materials. Unless and until the Director formally accepts the Special Use ~~or Special Exception~~ application as complete and in legal compliance, it shall not be considered as formally filed for the purpose of proceeding to succeeding steps toward Special Use ~~or Special Exception~~ approval as hereinafter set forth. Within thirty (30) days of the formal acceptance of the application by the Director, he shall formally file the application by placing it upon the agenda of the Board, according to the Board's Rules of Procedure.

21.02.04 Public Hearing by the Board. Once the Director has accepted and filed the application with the Board, the Board or its delegate shall assign a docket number and set a date and time for a public hearing as required by the Rules of Procedure of the Board. The applicant shall be responsible for the cost and publication of the required published legal notification of the public hearing. The applicant shall also notify all interested parties and property owners as required by the Rules of Procedure of the Board. The conduct of the public hearing shall be in accordance with the Board's Rules of Procedure.

21.02.05 Approval or Denial of the Special Use ~~or Special Exception~~ Application by the Board. Upon approval of the Special Use ~~or Special Exception~~, the Board shall inform the Director that he may issue Improvement Location Permits for the Special Use ~~or Special Exception~~ and inform the applicant of the time limits set forth in *Section 21.02.07*. The Board shall inform the applicant that he may apply to the Director for Improvement Location

Permits for the Special Use ~~or Special Exception~~, if necessary, or may commence the Special Use ~~or Special Exception~~ if no permits are required. Failure of the Director to inform the applicant of the time limits set forth in *Section 21.02.07* shall not relieve the applicant of complying with said Section.

A Special Use ~~or Special Exception~~ application that is denied by the Board is ineligible to be placed again on the Board's agenda for consideration until the legality of the Board's decision is finally determined by a court, pursuant to judicial review according to the Advisory Planning Law, or for a period of twelve (12) months following the date of the denial, whichever is later. In addition, whenever a Special Use ~~or Special Exception~~ application is denied, the property involved in the application may not be the subject of a different Special Use ~~or Special Exception~~ application, or any use variance application or rezone proposal, for a period of six (6) months following the date of the denial.

21.02.06 Authorization. In no event shall a Special Use ~~or Special Exception~~ be established or an Improvement Location Permit be issued for improvements for a Special Use ~~or Special Exception~~ prior to the approval of the Special Use ~~or Special Exception~~ by the Board unless otherwise excepted herein.

21.02.07 Time Limit. Any person to whom a Special Use or Special Exception is granted by the Board, under the procedures set forth in this chapter, shall have commenced continuous construction of said Special Use or Special Exception or implemented said Special Use or Special Exception within three years of the date of the granting of the approval or said approval shall become null and void.

Upon application to the Director before the expiration of said approval, and upon good cause shown, said approval may be extended for six (6) months.

21.03 Basis of Board Review.

The Board, in reviewing the Special Use ~~or Special Exception~~ application, shall give consideration to the particular needs and circumstances of each application and shall examine the following items as they relate to the proposed Special Use ~~or Special Exception~~:

1. Topography;
2. Zoning on site;
3. Surrounding zoning and land Use;
4. Streets, curbs and gutters and sidewalks;
5. Access to public streets;
6. Driveway and curb cut locations in relation to other sites;
7. General vehicular and pedestrian traffic;
8. Parking location and arrangement;
9. Number of parking spaces needed for the particular Special Use;
10. Internal site circulation;
11. Building height, bulk and setback;
12. Front, side and rear yards;
13. Site coverage by building(s), parking area(s) and other structures;
14. Trash and material storage;

15. Alleys, service areas and loading bays;

16. Special and general easements for public or private Use;

17. Landscaping and Perimeter Bufferyards;

18. Necessary fencing;

19. Necessary exterior lighting;

20. On-site and off-site, surface and subsurface storm and water drainage;

21. On-site and off-site utilities;

22. Dedication of streets and rights-of-way;

23. Proposed signage (subject to regulations established by the Sign Ordinance); and

24. Protective restrictions and/or covenants.

25. Need for lifeguards and other supervisory personnel, in respect to a private recreational development or facility.

21.04 <u>Basis of Board Approval or Rejection</u>.

21.04.01 <u>Special Use Decisions</u>. The Board, in approving or rejecting a Special Use application, shall base its decision upon the following factors as they relate to the above listed items (*Section 21.03*) concerning the proposed Special Use:

1. The particular physical suitability of the premises in question for the proposed Special Use.

2. The economic factors related to the proposed Special Use, such as cost/benefit to the community and its anticipated effect on surrounding property values.

3. The social/neighborhood factors related to the proposed Special Use, such as compatibility with existing uses and those permitted under current zoning in the vicinity of the premises under consideration and how the proposed Special Use will effect neighborhood integrity.

4. The adequacy and availability of water, sewage and storm drainage facilities and police and fire protection.

5. The effects of the proposed Special Use on vehicular and pedestrian traffic in and around the premises upon which the Special Use is proposed.

~~21.04.02 <u>Special Exception Decisions</u>. A Special Exception application may be approved by the Board only upon a determination in writing that:~~

~~1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community, in relation to the above listed items (*Section 21.03*) concerning the proposed Special Exception;~~

~~2. The use and value of the area adjacent to the premises under consideration will not be affected in a substantially adverse manner;~~

~~3. The need for the Special Exception arises from the applicant's responsibility to provide public utility service, and not from any condition peculiar to the premises under consideration;~~

~~4. It will constitute an unnecessary hardship for the applicant if the Special Exception is denied, in that there are no existing or approved towers or other structures in the~~

~~vicinity of the premises under consideration which would be suitable for the collocation of the equipment that the applicant needs to locate in such vicinity, having regard to the following factors:~~

~~a. Whether the needed equipment would exceed the structural capacity of such existing or approved towers or structures, as documented by a qualified professional engineer, and whether such towers or structures could be reinforced, modified, or replaced to accommodate the needed or equivalent equipment at a reasonable cost;~~

~~b. Whether the needed equipment would cause interference materially impacting the usability of existing or planned equipment at such existing or approved towers or structures, as documented by a qualified professional engineer, and whether such interference could be prevented at reasonable cost; and~~

~~c. Whether the needed equipment could be accommodated on such existing or approved towers or structures at a height necessary to function reasonably, as documented by a qualified professional engineer; and~~

~~5. The approval of the Special Exception does not interfere substantially with the Comprehensive Plan, in that there are no alternative sites suitable (having regard to the factors listed above in subparagraph (4)) for the equipment that the applicant needs to locate in the vicinity which are located in either Business, Industrial, or Manufacturing Districts, or on property outside of the jurisdiction or otherwise exempt from the requirements and procedures of this Zoning Ordinance.~~

21.05 <u>Expansion of Approved Special Uses or Special Exceptions</u>.

An approved Special Use or Special Exception may be expanded up to ten percent (10%) of the approved gross floor area without obtaining further Special Use or Special Exception approval if the approved use or exception is continued in the expansion, if the particular building height, bulk, setback, yard, parking, *etc*. requirements are adhered to and if the proper permits for the expansion, such as an Improvement Location Permit, are obtained.

21.06 <u>Special Uses ~~or Special Exceptions~~ in Flood Plain Districts</u>.

The Board may not exercise Special Use ~~or Special Exception~~ approval in any of the Flood Plain Districts (FP, FW or FF) until the Board has received written approval from the Indiana Natural Resources Commission for the proposed Special Use ~~or Special Exception~~, including any reports supplementary thereto.

21.07 <u>Provisions for Financial Performance and Maintenance Guarantees for Special Uses</u>.

As a prerequisite to Special Use approval on projects subject to new construction, the developer shall agree to provide financial performance and maintenance guarantee for public facility improvements and installations to be constructed in and, as necessary for proper connection and system coordination, adjoining the proposed Special Use. The public facility improvements and installations shall include streets (base and paving, individually), curbs and gutters, sidewalks, storm water drainage and storm sewer systems, sanitary sewer systems, water supply systems, street name signs, monuments and markers and the various appurtenances related thereto. All construction shall be according to plans submitted as a portion of the Special Use application and accompanying data, subject to standards and specifications cited herein. Non-public facility improvements and installations shall be subject to financial guarantees established by their ownership.

21.07.01 Performance Guarantee. Prior to or at the time of Special Use approval, the developer shall be required to provide financial performance guarantee, by certified check, letter of credit, or performance bond running to:

A. City of Carmel jurisdiction: City of Carmel

B. Hamilton County jurisdiction: Board of Commissioners of Hamilton County

The financial performance guarantee shall provide for the completion of all public facility improvements and installations required under the provisions of this Ordinance, and shall be conditioned upon the following:

1. The completion of public facility improvements and installations shall be within two (2) years from the approval of the Special Use.

2. A penal sum shall be fixed and approved by the Board equal to one hundred percent (100%) of the total estimated current cost to the City or County of all public facility improvements and installations provided in the Special Use application and accompanying data according to specifications cited herein.

3. Each public facility improvement or installation provided in the Special Use application or accompanying data shall be bonded individually, or shall have an individual letter of credit or certified check to cover the penal sum, and shall not have the performance guarantee provided in combination with any of the other public facility improvements and installations.

4. The performance bond, certified check, or letter of credit shall be issued in the name of the owner, developer, contractor or other responsible party as determined by the Board.

21.07.02 Extension of Completion Time and Non-Performance:

1. Should the developer not complete the public facility improvements and installations as herein required within the stated two (2) year period, the Director may approve an extension of up to two (2) years, granted at six-month intervals, for completion of the required public facility improvements and installations.

2. Should the developer not complete the public facility improvements and installations as herein required within the two-year period, or within any time extension approved by the Director, the proper authorities may take the necessary steps to proceed with the completion of the public facility improvements and installations, making use of the certified check, letter of credit, or performance bond.

21.07.03 Release of Performance Guarantee. Upon the faithful completion of the required public facility improvements and installations according to the Special Use application and accompanying data and the specifications cited herein, the developer shall inform the Director who shall confirm that said public facility improvements and installations have been completed in conformity with this Ordinance. Following said confirmation, the subdivider shall provide the Director with two (2) sets of “as-built” plans showing the storm water drainage and storm sewer systems, water supply system, sanitary sewer system and monuments and markers as they were installed. The developer may then request the release of the performance guarantee posted with the appropriate authority. Upon the receipt of a maintenance guarantee, as specified herein, the appropriate authority shall release the performance guarantee within sixty (60) days. The performance guarantee for each individual public facility improvement or installation may be handled separately and shall in no way be contingent on the completion of any of the other individual public facility improvements and installations or their performance guarantees.

21.07.04 Maintenance Guarantee. Prior to the release of the performance guarantee, the developer shall be required to provide financial maintenance guarantee, by certified check payable to the appropriate authority or maintenance bond running to the appropriate authority, that all public facility improvements and installations required under the provisions of this Ordinance shall be maintained according to specifications cited herein. Said financial maintenance guarantee shall be conditioned upon the following:

1. The maintenance guarantee shall run and be in force for a period of three (3) years from the date of release of the performance guarantee.

2. A penal sum shall be fixed and approved by the Board but in no case shall the penal sum be less than fifteen percent (15%) of the total performance guarantee for streets and ten percent (10%) of the performance guarantee for all other public facility improvements and installations. The minimum maintenance guarantee to be posted for streets shall be no less than $5,000.00.

3. Each public facility improvement or installation shall be bonded individually, or shall have an individual certified check to cover the penal sum, and shall not have the maintenance guarantee provided in combination with any of the other public facility improvements and installations.

4. The maintenance bond shall be issued in the developer's name alone or in the name of the developer and his subcontractor as co-signers. All certified checks provided for financial maintenance guarantee shall be signed by the developer alone.

21.07.05 Releases of Maintenance Guarantee. All maintenance bonds shall expire at the end of the three (3) year period for which they were established. Within sixty (60) days of the expiration date, the appropriate authority shall return said expired maintenance bonds to the developer. In the case where a certified check has been posted as a maintenance guarantee, the developer shall, at the end of the three (3) year maintenance period, contact the appropriate authority in order to obtain the release of the maintenance guarantee. The appropriate authority shall return said maintenance guarantee to the developer within sixty (60) days. The maintenance guarantee for each individual public facility improvement or installation may be handled separately and shall in no way be contingent on the completion of any of the other individual public facility improvements and installations or their maintenance guarantee.

d. Repeal *Section 25.13: Towers* as follows:

~~**25.13 Towers**.~~

~~25.13.01 Development Standards:~~

~~1. Zoning.~~

~~A. Business Industrial and Manufacturing Districts. Towers shall be permitted as Special Uses only in the Business, Industrial, and Manufacturing Districts, and as such are subject to the approval of the Board of Zoning Appeals under *Chapter 21: Special Uses & Special Exceptions* of the Zoning Ordinance.~~

~~i. Business Districts. A Tower must meet all setback requirements of the district in which it is erected. No Tower may be erected between a Principal Building and a Street.~~

~~ii. Industrial and Manufacturing Districts. A Tower may encroach into the required Rear Yard so long as the Rear Lot Line does not abut a Residential~~

~~District. No Tower may be erected between a Principal Building and a Street, except in the required Side Yard in Manufacturing or Industrial Districts.~~

~~B. Residential Districts. Towers shall be permitted in the Residential Districts only as Special Exceptions, and as such are subject to the approval of the Board of Zoning Appeals under *Chapter 21: Special Uses & Special Exceptions* of the Zoning Ordinance. If a Tower is permitted as a Special Exception in a Residential District, the tower must be built:~~

~~i. not less than one hundred (100) feet, plus one (1) additional foot for every for every foot of the Tower's height, from the property line of any parcel zoned and/or used for residential purposes, and~~

~~ii. not less than one-half (½) mile from any other existing or approved Tower on which collocation is possible.~~

~~iii. No Tower may be erected between a Principal Building and a Street.~~

~~C. Overlay Zones. If a Tower is located in an Overlay Zone, it shall also be subject to Architectural Design, Exterior Lighting, Landscaping and Signage (ADLS) approval in accordance with the Development Standards established for that Overlay Zone.~~

~~2. Lighting. A tower may not be illuminated by artificial means or display strobe lights unless such lighting is specifically required by federal or state law for that tower. However, when incorporated into the approved design of a tower, light fixtures that are used to illuminate athletic fields, parking lots, stadiums, or other such facilities may be attached to the tower.~~

~~3. Landscaping. A fifteen-foot (15') landscaped and maintained area, composed of trees not less than two and one-half (2½) inches (caliper) in size (measured at forty (40) inches and spaced fifty (50) feet on center), and including a solid visual buffer or screen of at least five (5) feet in height, shall be provided on all sides of a tower, unless otherwise determined by the Commission (pursuant to ADLS review) or unless otherwise required by the Board for Special Use or Special Exception.~~

~~4. Signage. No sign (other than a warning or equipment information sign needed for health and safety purposes) may be affixed to a tower.~~

~~5. Interference. Any telecommunications services provided or transmitted via a tower must comply with all federal and state laws regulating interference levels and emissions.~~

~~6. Collocation. In the case of an application for a Special Use or Special Exception seeking approval for the erection of a new tower, the Board shall, before approving such Special Use or Special Exception, require the applicant to make a written commitment that:~~

~~a. if technologically feasible, the tower will be designed and erected in such manner that it can reasonably accommodate the equipment of up to four (4) wireless telecommunications service providers (however, if a public agency wants to locate its equipment on the tower, the agency may be counted as one of those service providers);~~

~~b. the owner of the tower will offer to any wireless telecommunications service provider that seeks to collocate its equipment on the tower commercially reasonable lease or license terms, so as to accomplish the purpose of minimizing the number of such towers that must be erected in the Carmel/Clay community, and agree to submit any disputes regarding the commercial reasonableness of such terms to binding arbitration; and~~

c. the owner of the tower will notify the Director within thirty (30) days after any oral or written communication from a wireless telecommunications service provider inquiring about collocation on the tower, providing the Director with the name and address of the provider making the inquiry.

7. Enforcement. A commitment made under subparagraph (6) above shall be recorded pursuant to state statute and may be enforced by the Board, by the Director, or by any wireless telecommunications service provider that desires to collocate its equipment on the tower subject to the commitment. If, after thirty (30) days notice from the Board, a person subject to a binding commitment refuses to honor or abide by such commitment, the Special Use or Special Exception approval shall be revoked by the Board.

25.13.02 Submittal Requirements:

1. Plot Plan. An application for a permit to erect a tower must include a Plot Plan showing the proposed location of the tower.

2. Site Plan. An application for a permit to erect a tower must include a Site Plan that shows not only the locations of all structures on the subject parcel but also the locations of all structures on adjacent parcels.

3. Code Compliance. An application for a permit to erect a tower must include a report from a qualified professional engineer that:

a. describes the tower height and design including a cross section and elevation;

b. documents the height above grade for all potential mounting positions for collocation of equipment and the minimum recommended separation distances between wireless telecommunications service antennas;

c. describes the tower's capacity, including the number and types of antennas that it can accommodate;

d. documents that the applicant will operate the tower and any attached antennas in compliance with applicable federal and state law;

e. documents that the applicant has, before filing the application, investigated the possibility of collocation with the owners of all other towers in the vicinity; and

f. includes any other information that may be reasonably requested by the Director as necessary to evaluate the application.

4. Inspection. Before a tower is placed in service, the owner must submit to the Director a report from a qualified professional engineer that demonstrates that the tower complies with all structural and electrical standards.

25.13.03 Abandonment of Tower.

If a tower is abandoned or remains unused for a period of six (6) months, the owner shall remove the tower and all associated facilities from the site. Such removal shall be completed within twelve (12) months of the cessation of operations at the site. In the event that a tower is not removed within the required twelve (12) month period, the Director may remove the tower and the associated facilities, and the costs of such removal shall be assessed against the owner of the parcel.

25.13.04 Nonconforming Use.

Any tower or radio or television transmission antenna in existence or operation as of the effective date of this amendatory ordinance may continue to exist and operate as a nonconforming use. Such a tower or antenna may be repaired, reconstructed, replaced or maintained without a Use Variance or Special Use or Special Exception approval so long as the use is not substantially altered and the

~~height of the antenna or tower is not increased. This paragraph authorizes the owner of a tower or antenna to construct a new tower or antenna on the same premises at a height not to exceed the existing tower or antenna if the use of the premises is not substantially altered and the existing tower or antenna is removed immediately upon completion of the new tower or antenna.~~

~~25.13.05 Transitional Provisions.~~

~~This paragraph applies to any application for a Variance to erect a tower which is pending before the Board on the effective date of this amendatory ordinance. The applicant may request that the Board treat such a Variance application as if it were a Special Use or Special Exception application filed pursuant to the above provisions of this *Section 25.13*. If the Board grants such a request, the application shall then be approved or rejected by the Board in accordance with *Section 21.04.01* (Special Uses) or *Section 21.04.02* (Special Exceptions), as added by this amendatory ordinance.~~ ~~**This paragraph expires December 31, 1997**.~~

e. Amend *Section 26.01.04: Additional Height Requirements* as follows:

26.01.04 <u>Additional Height Requirements</u>

Upon approval by the appropriate authority, chimney stacks, church spires, monuments, flagpoles, water towers, stage towers, or scenery lofts may be erected to minimum height appropriate unless prohibited by other laws. ~~In the Business, Industrial, and Manufacturing Districts, Special Use approval~~ Approval of a ~~tower (or antenna mounted on another structure)~~ Wireless Support Structure may include an increase in height to not more than one hundred fifty (150) feet. ~~In the Residential Districts, Special Exception approval of a tower (or Special Use approval of an antenna mounted on another structure) may include an increase in height to not more than one hundred twenty (120) feet.~~ Essential mechanical or utilitarian roof top appurtenances shall be screened, and upon the approval by the appropriate authority, such items and their screening may be erected to a minimum height appropriate unless prohibited by other laws or ordinances. Such appurtenances shall be defined as, but not limited to cooling towers, elevator bulkheads, conveyors, heating ventilation air conditioning equipment (HVAC), and rooftop stairway access structures.

f. Amend *Chapter 30: Board of Zoning Appeals* to remove references to Special Exceptions as follows:

30.00 <u>Board of Zoning Appeals</u>.

The Board is hereby established with membership and appointments provided in accordance with the Advisory Planning Law. Detailed herein are the procedures and so forth relating to Board activities.

30.01 <u>Appeals to the Board</u>.

The Board may hear, review and determine appeals taken from any order, requirements, decision or determination made by the Director or any administrative official or board charged with the enforcement of the Zoning or Subdivision Control Ordinance of the City of Carmel. All appeals shall be filed with the Director within thirty (30) days of the action to be appealed. An appeal shall also be filed where the Board is required to determine a zoning district boundary or the existence of a nonconforming use.

30.02 <u>Appeal Procedure</u>.

30.02.01 <u>Consultation with the Director and Application</u>. Appellants shall meet with the Director in order to examine the nature of the proposed appeal, review the regulatory ordinances and materials, and review the appeal procedures. The Director shall aid the

appellant in preparing his application and supporting documents as necessary. The appellant shall then submit two (2) copies of the written application form and all necessary supporting documents and materials.

30.02.02 Initial Review of the Application and Supporting Documents and Materials by the Director; Submission to the Board. Following the receipt of the written appeal application and necessary supporting documents and materials by the Director, he shall then review the materials solely for the purpose of determining whether the application is complete, is in technical compliance with all applicable ordinances, laws and regulations and is to be forwarded to the Board. If the materials submitted by the appellant are not complete, or do not comply with the necessary legal requirements, the Director shall inform the appellant of the deficiencies in his materials. Unless and until the Director formally accepts the appeal application as complete and in legal compliance it shall not be considered as formally filed for the purpose of proceeding to the succeeding steps toward Board consideration of the appeal as hereinafter set forth. The application is formally filed when it is placed upon the Board agenda by the Director according to the Board's Rules of Procedure.

30.02.03 Public Hearing by the Board. Once the Director has accepted and filed the appeal application with the Board, he shall assign a docket number and set a date and time for a public hearing as required by the Rules of Procedure of the Board. The appellant shall be responsible for the cost and publication of the required published legal notification of the public hearing. The appellant shall also notify all interested parties and property owners as required by the Rules of Procedure of the Board. The conduct of the public hearing shall be in accordance with the Board's Rules of Procedures.

30.02.04 Approval or Denial of the Appeal by the Board. Following the public hearing on the appeal, the Board shall approve or deny the appeal. In exercising its powers, the Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed as in its opinion ought to be done on the premises, and to that end shall have all the powers of the officer or Board from whom the appeal is taken. Upon reaching a decision on the appeal request, the Board shall enter into its records the reasons for its decision and shall provide the appellant
with a copy of said reasons, if requested. The Board shall inform the Director and the appellant of its decision, including all conditions contained as a part thereof. All further actions taken by the appellant or the Director concerning the item that was appealed, including the issuance of Improvement Location Permits, shall be subject to said ruling of the Board.

30.03 Stay of Work.

When an appeal from the Director or any official or Board has been filed with the Board, all proceedings and work on the premises upon which the appeal has been filed shall be stayed unless the official or Board from whom the appeal was taken shall certify to the Board that, by reason of facts stated in the certificate, a stay would cause immediate peril to life or property. In such case, proceedings or work shall not be stayed except by a restraining order which may be granted by the Board or by a court of competent jurisdiction, on notice to the official or Board from whom the appeal is taken and the owner or proprietor of the premises affected and on due cause shown. After the owner, his agent and/or a person or corporation in charge of the work on the premises affected has received notice, the Director shall have full power to order such work discontinued or stayed and to call upon the police power of the city or county to give full force and effect to the order.

30.04 Variances.

The Board may authorize in specific cases such variance from the terms of the zoning ordinances as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of said ordinances will result in unnecessary hardship, and so that the spirit of the ordinances shall be observed and substantial justice done. In deciding whether or not the applicant has presented sufficient proof to permit the granting of a variance of use, the Board shall determine in writing that:

1. The approval will not be injurious to the public health, safety, morals and general welfare of the community;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner;
3. The need for the variance arises from some condition peculiar to the property involved;
4. The strict application of the terms of the Zoning Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought; and
5. The approval does not interfere substantially with the Comprehensive Plan.

In deciding whether or not the applicant has presented sufficient proof to permit the granting of a variance of development standards, the Board shall determine in writing that:

1. The approval will not be injurious to the public health, safety, morals and general welfare of the community;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
3. The strict application of the terms of the Zoning Ordinance will result in practical difficulties in use of the property.

30.05 Variance Procedure.

30.05.01 Consultation with the Director and Application. Applicants shall meet with the Director to review the zoning classification of their site, review the regulatory ordinances and materials, review the use and development of the property and to consider the proposed variance. The Director shall aid and advise the applicant in preparing his application and supporting documents as necessary. The applicant shall then submit two (2) copies of the written application form and all necessary supporting documents and materials.

30.05.02 Initial Review of the Application and Supporting Documents and Materials by the Director. Following the receipt of the written variance application and necessary supporting documents and materials by the Director, he shall then review the materials solely for the purpose of determining whether the application is complete, is in technical compliance with all applicable ordinances, laws and regulations and is to be forwarded to the Board. If the materials submitted by the applicant are not complete or do not comply with the necessary legal requirements, the Director shall inform the applicant of the deficiencies in his materials. Unless and until the Director formally accepts the variance application as complete and in legal compliance, it shall not be considered as formally filed for the purpose of proceeding to the succeeding steps toward approval of the variance application as hereinafter set forth. The variance application is formally filed when it is placed upon the Board agenda by the Director, according to the Board's Rules of Procedure.

30.05.03 Public Hearing by the Board. Once the Director has accepted and filed the variance application with the Board, he shall assign a docket number and set a date and time for a

public hearing as required by the Rules of Procedures of the Board. The applicant shall be responsible for the cost and publication of the required published legal notification of the public hearing. The applicant shall also notify all interested parties and property owners as required by the Rules of Procedure of the Board. The conduct of the public hearing shall be in accordance with the Board's Rules of Procedure.

30.05.04 Approval or Denial of the Application by the Board. Following the public hearing on the variance application, the Board shall approve or deny the application. The Board, upon approval of a variance application, may at its discretion determine the length of time the variance shall run. The variance may be permanent or it may be set for a reasonable period subject to renewal upon expiration. The Board shall notify the Director and the applicant of its decision on the variance application, including all conditions contained as a part thereof. The Director shall notify the applicant of the time limits set forth in *Section 30.05.05*. All further actions taken by the applicant or the Director concerning the situation for which the variance is filed, including the issuance of an Improvement Location Permit, shall be subject to said ruling of the Board. Failure of the Director to inform the applicant of the time limits set forth in *Section 30.05.05* shall not relieve the applicant of complying with said Section.

A use variance application that is denied by the Board is ineligible to be placed again on the Board's agenda for consideration until the legality of the Board's decision is finally determined by a court, pursuant to judicial review according to the Advisory Planning Law, or for a period of twelve (12) months following the date of the denial, whichever is later. In addition, whenever a use variance application is denied, the property involved in the application may not be the subject of a different use variance application, or any Special Use ~~or Special Exception~~ application or rezone proposal, for a period of six (6) months following the date of the denial. The Board may include, in its Rules of Procedure, reasonable time limits respecting the future consideration of development standards variance applications that are denied by the Board.

30.05.05 Time Limit. Any variance which is granted by the Board on a temporary, renewable basis, under the procedures set forth in this Section, shall have been effected within the period of time for which it was granted or said variance shall become null and void. Any variance granted by the Board on a permanent basis, under the procedures set forth in this Section, shall be effected or shall be part of a project on which continuous construction has commenced within three (3) years from the date of the granting of said variance or it shall become null and void. Upon application to the Director before the expiration of said approval, and upon good cause shown, said approval may receive a single extension for a period not to exceed six (6) months.

30.06 Conditions Relating to Board Actions in the Flood Plain Districts.

The Board may not exercise any of its powers (*i.e.*, Special Uses, Variances, Appeals, *etc*.) in the FP or FW Districts until the Board has received written approval from the Indiana Natural Resources Commission. The Board may not vary flood protection grade requirements in the FF district without written approval from the Indiana Natural Resources Commission.

30.07 Review by Certiorari.

Every decision of the Board shall be subject to judicial review, according to the Advisory Planning Law.

30.08 Alternate Procedure.

30.08.01 Hearing Officers: Qualifications, Appointment and Removal. Pursuant to I.C. 36-7-4-923, the Commission hereby establishes the position of Hearing Officer. A Hearing Officer must be a member of the Board or an attorney licensed to practice law in Indiana. One (1) or more Hearing Officers shall be appointed by the Commission. A Hearing Officer may be removed from his or her responsibilities at any time by the Commission.

30.08.02 Powers of Hearing Officers. A Hearing Officer has the power of the Board to approve or deny (1) a variance from the development standards of the Zoning Ordinance, in accordance with I.C. 36-7-4-918.5; or (2) a special use ~~or special exception~~ from the terms of the Zoning Ordinance, in accordance with I.C. 36-7-4-918.2.

30.08.03 Procedural Rules Governing Hearing Officers. Except as provided in this *Section 30.08*, all procedural requirements imposed by the Rules of Procedure of the Board, by the Zoning Ordinance, and by I.C. 36-7-4-900 *et seq*. apply generally to the alternate procedure. Specifically, the provisions of I.C. 36-7-4-920(g) regulating communication with any member of the Board shall be construed to prohibit communication by any person (other than the staff as permitted by law) with a Hearing Officer before the hearing with intent to influence the Hearing Officer's action on a matter pending before him or her.

30.08.04 Docketing of Matters; Copies to Members of the Board. After the Director has formally accepted any Developmental Standards Variance, Special Use~~, or Special Exception~~ application as complete and in legal compliance, the Director may, if the Director believes that it would allow for more expedient disposition of the application, place the matter upon a Hearing Officer's agenda instead of placing the matter upon the Board's agenda. Copies of each Hearing Officer's agenda shall also be submitted to all members of the Board, no less than ten (10) days before the Hearing Officer's hearing of the matters on that agenda. Any member of the Board may then communicate with the Director if, in the opinion of the member, the application should be placed upon the Board's agenda.

30.08.05 Transfer to Board's Agenda. The Director may, not less than five (5) days before a hearing before a Hearing Officer, remove any application from the Hearing Officer's agenda if, in the opinion of the Director:

(1) the approval of the Developmental Standards Variance, Special Use~~, or Special Exception~~ may be found to be injurious to the public health, safety, morals, and general welfare of the community; or

(2) the use or value of the area adjacent to the property included in the variance, use~~, or exception~~ may be found to be affected in a substantially adverse manner.

If the Director removes an application from a Hearing Officer's agenda, the application shall be considered withdrawn, or shall be transferred to the agenda of the Board if requested by the applicant.

30.08.06 Conditions Proposed by Director; Transfer to Board's Agenda. The Director may, not less than five (5) days before a hearing before a Hearing Officer, indicate that he or she does not object to the approval of a Developmental Standards Variance, Special Use~~, or Special Exception~~ by the Hearing Officer if specified Conditions are attached. If the applicant does not accept these Conditions, the application shall be considered withdrawn, or shall be transferred to the agenda of the Board if requested by the applicant.

30.08.07 Imposition of Conditions by Hearing Officer; Commitments by Property owner; Transfer to Board's Agenda. Following the hearing of an application under the alternate procedure, a Hearing Officer may impose Conditions and may permit or require the owner of

a parcel of property to make a written Commitment concerning the use or development of that parcel, as provided in I.C. 36-7-4-921 and the Rules of Procedure of the Board. If the applicant fails to accept these Conditions or fails to make the Commitment, the application shall be considered withdrawn, or shall be transferred to the agenda of the Board if requested by the applicant. The Hearing Officer may not modify or terminate any Commitment, whether made under the alternate procedure or pursuant to an approval by the Board. Such a Commitment may be modified only by the Board itself.

30.08.08 Review of the Decisions of the Hearing Officer. A decision of a Hearing Officer may not be a basis for judicial review, but it may be appealed to the Board. The Board shall conduct a new hearing on the matter and shall not be bound by any Findings of Fact made by the Hearing Officer. A person who wishes to appeal a decision of the Hearing Officer must file the appeal with the Board within five (5) ~~fourteen (14)~~ days after the decision is made, as provided in I.C. 36-7-4-924.

g. Amend *Appendix A: Schedule of Uses* as follows:

[SEE FOLLOWING PAGE]

Section II: All prior Ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed.

Section III: This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

ADOPTED by the Common Council of the City of Carmel, Indiana this _____ day of _____ 2015, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2015, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by:
Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032

APPENDIX A: SCHEDULE OF USES

P = Permitted
A = Accessory
= Prohibited

SU = Special Use
E = Excluded by Overlay
= Per Primary Zoning

Overlay Zones
All uses which are permitted in the Primary Zoning District, except those excluded (E) below.

	Primary Zoning Districts																					Old Meridian Zones									Overlay Zones: Per Primary Zoning					
Type of Use	S-1	S-2	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-5	B-6	B-7	B-8	I-1	M-1	M-3	C-1	C-2	P-1	AG-1	OM/SFA	OM/MF	OM/V	OM/MU	OM/O	OM/SU	OM/M	OM/MM	OM/PUD	Keystone Parkway	US 31/Meridian	US 421/Michigan	Old Town	Home Place	Carmel Dr - Range Lin
Residential Uses																																				
Single Family Dwelling	P	P	P	P	P	P	P				P	P					P	P	P		P											E	E			
Two Family Dwelling					P	P					P	P					P	P	P													E	E			
Multiple Family Dwelling						SU	P			P	SU		P				P	P	P				P		P							E				
Accessory Dwelling																P	P	P	P			P			P											
Mobile Home Court						SU																									E	E	E	E	E	
Attached Dwelling																		P	P			P			P											
Home Occupation	A	A	A	A	A	A	A			A	A	A	A				A	A	A		A	A	A	A	A											
Residential Kennel	A	A	A	A	A	A	A			A	A	A	A				A	A	A		P	A	A	A	A											
Bed & Breakfast Inn																								P	P			P				E				
Model Home	P	P	P	P	P	P	P											P	P													E	E			
Guest House	A	A	A	A	A	A												A	A																	
Bona Fide Servants Quarters	A	A	A	A	A	A												A	A																	
Boarding or Lodging House					SU	SU		SU	SU	SU	SU																					E	E			
Nursing/Retirement/Convalescent Facility					SU	SU		P	P	P	SU	P	P	P										P	P		P	P	P							
Continuing Care Retirement Community (CCRC)					SU	SU		P	P	P	SU	P	P	P										P	P		P	P	P							
Private Swimming Pool, etc.	A	A	A	A	A	A	A				A	A						A	A																	
Office Uses																																				
Clinic or Medical Health Center	SU	SU	SU	SU	SU	SU		P	P	P	P	P	P	SU	P									P	P	P		P	P							

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																							Old Meridian Zones									Per Primary Zoning					
Type of Use	S-1	S-2	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-5	B-6	B-7	B-8	I-1	M-1	M-3	C-1	C-2	P-1	AG-1	OM/SFA	OM/MF	OM/V	OM/MU	OM/O	OM/SU	OM/M	OM/MM	OM/PUD	Keystone Parkway	US 31/Meridian	US 421/Michigan	Old Town	Home Place	Carmel Dr - Range Lin
Institutional Uses																																				
Church/Temple/Place of Worship	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	P	SU						SU	SU			P	P		P	P				E				
Hospital								P	P	P	SU	P													P	P			P							
Library	SU	SU	SU	SU	SU	SU		SU	SU	SU				SU													P									
Penal or Correctional Institution									SU						SU	SU															E	E	E	E	E	
Post Office								P	P	P	P	P		P										P	P			P								
Power Generating Plant																SU															E	E	E	E	E	
Public Service Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P							
Commercial Sewage or Garbage Disposal Plant															SU	SU															E	E	E	E	E	
Water Management & Use Facility	SU	SU	SU	SU	SU	SU	SU				SU		P	SU							SU															
Educational Uses																																				
School, Trade or Business								P	P	SU	SU	P	P	SU	P		P							P	P	P	P	P								
College or University	SU	SU						SU	SU	SU	SU	P												P	P		P	P								
Day Nursery/Day Care									P	P		SU	P	SU							SU			P	P			P	P							
Kindergarten/Preschool	SU	SU	SU	SU	SU	SU		SU	P	P	SU		P											P	P			P								
School of General Elementary or Secondary Education	SU	SU	SU	SU	SU	SU					SU									SU							P					E				

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Retail & Service Uses																																				
General Retail Sales							SU	P	P	P	P	SU	P	P	P	A	P	P	P					P	P			P	P							
Lumber/Building Materials Sales (enclosed)								P	P	P		P			P																E	E		E	E	
General Service								P	P	P	P		P	P	P			P	P					P	P			P	P							
Automobile Service Station								P	P	P		P		P	P																	E				
Automobile/Boat Sales								P	P	P		P			P																	E			E	E
Automobile/Truck Repair (indoor)								P	P	P		SU			P																E	E				
Manufactured Housing Sales															P																E	E	E	E	E	E
Car Wash								P	P	P				P	P																	E				
Commercial Kennel								P	P	P					P						SU										E	E			E	
Dry Cleaning Establishment (with on-site plant)								P	P	P				P	P																E	E				
Dry Cleaning Establishment (without on-site plant)								SU	P	P			P	P	P									P	P			P				E				
Equipment Sales/Repair (indoor)								P	P	P		P			P	SU															E	E				
Financial Institution								P	P	P	P	P	P	P	P			P	P					P	P			P	P							
Automated Teller Machine (ATM)							A	A	A	A	A	A	A	A	P			A	A					P	P			P								
Food Stand								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Funeral Home/Mortuary/Crematory								P	P	P	SU	P		SU	P												P				E	E				
Recreational Vehicle/Mobile Home Sales								P	P	P					P																E	E	E		E	E
Roadside Sales Stand								P	P	P		SU									SU										E	E	E		E	
Self-Service Laundry								P	P	P				P	P																E	E				
Sexually Oriented Business																SU															E	E	E	E	E	E
Tattoo Studio								P	P	P	P		P	P	P			P	P												E	E	E			
Veterinary Hospital with commercial kennel								P	P	P		SU			P						SU								P		E				E	
Veterinary Hospital without commercial kennel								P	P	P	P	P			P						SU				P	P					E	E				
Wholesale Sales								SU	P	P			P	P	P	SU	P	P														E				

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Cultural / Entertainment Uses																																				
Art Gallery								P	P	P			P	P	P									P	P			P								
Art & Music Center								P	P	P			P	P	P			P						P	P			P								
Carnivals, Fairs, Circuses, etc.								P	P	P				SU	P																	E	E			
Hotel								SU	SU	SU		P			P			P							P				P			E				
Hotel (Full Service)								SU	SU	SU		P			P			P							P											
Indoor Theater								P	P	P		P		P	P			P						P	P			P				E				
Outdoor Theater									SU						P			P														E	E			
Catering Establishment								P	P	P				P	P																					
Restaurant, without drive-thru food sales								P	P	P		P	P	P	P		P	P	P					P	P			P								
Restaurant, with walk-up/drive-thru food sales								P	P	P		SU		P	P																	E			E	
Meeting or Party Hall								P	P	P		P		P	P									P	P			P								
Museum															P			P		SU							P									
Stadium or Coliseum												P			P																					
Tavern/Night Club								P	P	P		P		P	P									P	P			P				E				
Industrial Uses																																				
Borrow Pit/Top Soil Removal & Storage	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU			SU																					E	E
Heavy Industrial															P	SU															E	E		E	E	E
Sanitary Landfill, Junk Yard, Salvage Yard									SU						SU	SU															E	E	E	E	E	E
Light Industrial								SU	P						P																E	E			E	E
Storage and/or Warehousing, Indoor								SU	P						P	P	P														E	E			E	E
Storage and/or Warehousing, Outdoor								SU							P	SU															E	E	E	E	E	E
Storage or Sale of Petroleum Products								SU	P	P					P	E	E															E	E			E
Coke Ovens/Brick Yards/Kilns/Open Hearth/Blast Furnace															P	SU																				E
Light Manufacturing															P	P	P															E				E
Mineral/Sand/Gravel Extraction Operations	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU			SU		SU																E	E		E	E

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																															Per Primary Zoning					
Type of Use	S-1	S-2	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-5	B-6	B-7	B-8	I-1	M-1	M-3	C-1	C-2	P-1	AG-1	OM/SFA	OM/MF	OM/V	OM/MU	OM/O	OM/SU	OM/M	OM/MM	OM/PUD	Keystone Parkway	US 31/Meridian	US 421/Michigan	Old Town	Home Place	Carmel Dr - Range Lin
Printing/Publishing Establishment								SU	P	P		SU			P	P	P															E				E
Storage/Distribution Facility								SU	P						P	SU	SU															E				E
Wholesaling Facility															P	SU	P														E	E				E
Heavy Manufacturing																E	E														E	E	E	E	E	E
Agricultural Uses																																				
Commercial Greenhouse	SU	SU										SU			P	P	SU				SU										E	E		E		
Raising/Breeding of Non-Farm or Exotic Animals	SU																				SU										E	E	E	E	E	
Feed Store								SU	P																						E	E	E	E		
Plant Nursery	SU	SU						SU	P	P		SU									SU										E	E		E		
Grain Elevator								SU	P																						E	E	E	E	E	
General Agriculture (Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P															
Horse Farm																					P															
Recreational																																				
Commercial Recreational Facility, Indoor								P	P	P		P		P	P			P						P	P	P	P	P	P			E	E			
Commercial Recreational Facility, Outdoor								SU	SU	SU				SU				P													E	E	E	E		
Community Center																		P									P									
Country Club	SU	SU	SU	SU	SU	SU				P										P	SU											E				
Golf Course	SU	SU	SU	SU	SU	SU				P	SU									P	SU											E				
Private Club or Lodge								P	P	P				SU										P	P		P	P				E				
Private Recreational Facility	SU	SU	SU	SU	SU	SU	P	SU	SU	SU	SU			SU							SU		P									E				
Riding Stable	SU	SU																														E				
Park, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P								
Shooting Gallery								P	P	P				P																						

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Miscellaneous																																				
Artificial Lake or Pond(non-platted)	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU			SU	SU	SU	SU			SU	SU															
Cemetery	SU	SU	SU	SU	SU	SU		SU	SU	SU	SU									SU	SU											E				
Historic Site																				P																
Temporary Uses																																				
Construction Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Display, Outdoor								A	A	A	A				A	A								A	A			A				E	E			
Model Home	P	P	P	P	P	P	P											P	P												E	E	E			
Sales, Outdoor								A	A	A	A				A	A								A	A			A				E	E			
Sales, Seasonal Outdoor								P	P	P				P	P									P	P			P			E	E	E			
Special Event, Outdoor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						

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Transportation & Communication Uses																																				
Radio and/or Television Studio								P	P	P	SU	P		P																						
Radio/Television Transmission Antenna									SU	SU	SU	SU	SU	SU	SU	SU	SU																			
Radio/Television Transmission Tower	SU	SU						SU	P	P																						E				
Wireless Support Structure															SU																	E				
Motor Bus or Railroad Passenger Station								P	P	P	SU	P		P																						
Private Airplane Landing/Service Facility																SU	SU				SU										E	E	E	E	E	
Private Helicopter Landing/Service Facility																SU	SU				SU								P						E	
Commercial Parking Lot								P	P	P	SU	P		P	P																					
Private Parking Area					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A						
Truck Stop																															E	E	E			

Appendix A, as adopted per Ordinance No. *Z-415-03* ; as amended per *Z-461-04; Z-470-05; Z-488-06; Z-547-10; Z-558-12* .

Sponsor: Councilors Finkam, Snyder, Rider and Schleif

ORDINANCE D-2234-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF CARMEL, INDIANA ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2015 (PROSCENIUM PROJECT), AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Carmel, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Bond Ordinance") and to carry out its provisions;

WHEREAS, Carmel Development II, LLC, or an affiliate thereof (the "Company"), desires to finance the design and construction of certain improvements described in Exhibit A hereto which are located in the Integrated 126th Street Corridor Economic Development Area (collectively, the "Projects");

WHEREAS, the Company will complete the Projects for use in connection with its mixed use development in or directly serving and benefiting the Proscenium Allocation Area (the "Facilities");

WHEREAS, the Company has advised the City of Carmel Economic Development Commission (the "Commission") and the City that it proposes that the City issue its Economic Development Revenue Bonds, Series 2015 (Proscenium Project) (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the bonds are issued) in an amount not to exceed Eight Million Dollars ($8,000,000) (the "Bonds"), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Projects;

WHEREAS, the completion of the Projects results in the diversification of industry, the creation of jobs and the creation of business opportunities in the City;

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Bonds to finance the Projects;

WHEREAS, on the date specified in the notice of the Public Hearing, the Commission held the Public Hearing on the Projects; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) a Financing Agreement between the City and the Company (the "Financing Agreement"); (2) a Trust Indenture between the City and a trustee to be selected by the Clerk-Treasurer of the City (the "Trustee") (the "Indenture"); (3) the Bonds; and (4) this

Bond Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance, collectively, the "Financing Agreements");

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

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Projects involve the acquisition, construction and equipping of an "economic development facility" as that phrase is used in the Act; that the Projects will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of the Projects by the issue of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of the Projects by the issuance of the Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

Section 3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Eight Million Dollars ($8,000,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City; (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five years after the date of the first draw of principal on the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the "Purchaser"); (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing

Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk-Treasurer of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the Purchaser at such prices as are determined on the date of sale and approved by the Mayor and the Clerk-Treasurer of the City.

Section 6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture, and the Bonds, submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor and the Clerk-Treasurer of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 8. Reimbursement from Bond Proceeds. The City hereby declares its intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not exceed $8,000,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of the sale of such Bonds.

Section 9. General. The Mayor and the Clerk-Treasurer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Projects, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 10. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

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

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

Section 13. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk-Treasurer of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

PASSED by the Common Council of the City of Carmel, this _____ day of _____, 2015, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana, this ____ day of _____, 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____, 2015, at _____ ___.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by: Bruce D. Donaldson
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

EXHIBIT A

DESCRIPTION OF THE PROJECTS

The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana.

RESOLUTION NO. EDC _____

A RESOLUTION APPROVING AND AUTHORIZING CERTAIN ACTIONS AND PROCEEDINGS WITH RESPECT TO CERTAIN PROPOSED ECONOMIC DEVELOPMENT REVENUE BONDS

WHEREAS, the City of Carmel, Indiana (the "City"), is authorized by I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act") to issue revenue bonds for the financing of economic development facilities, and loan the proceeds of the revenue bond issue to another entity to finance or refinance the acquisition, construction, renovation, installation and equipping of said facilities;

WHEREAS, Carmel Development II, LLC, or an affiliate thereof (the "Company"), desires to finance the design and construction of certain improvements described in Exhibit A hereto which are located in the Integrated 126th Street Corridor Economic Development Area (collectively, the "Projects");

WHEREAS, the Company will complete the Projects for use in connection with its mixed use development in or directly serving and benefiting the Proscenium Allocation Area (the "Facilities");

WHEREAS, the Company has advised the City of Carmel Economic Development Commission (the "Commission") and the City that it proposes that the City issue its Economic Development Revenue Bonds, Series 2015 (Proscenium Project) (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the bonds are issued) in an amount not to exceed Eight Million Dollars ($8,000,000) (the "Bonds"), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Projects;

WHEREAS, the Commission has studied the Projects and the proposed financing of the Projects and their effect on the health and general welfare of the City and its citizens;

WHEREAS, the completion of the Projects results in the diversification of industry, the creation of new jobs and the creation and retention of business opportunities in the City;

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Bonds to finance the Projects; and

WHEREAS, on the date hereof the Commission held the public hearing on the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARMEL ECONOMIC DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. The Commission hereby finds, determines, ratifies and confirms that the diversification of industry, the retention of business opportunities and the retention of opportunities for gainful employment within the jurisdiction of the City is desirable, serves a public purpose, and is of benefit to the health and general welfare of the City; and that it is in the

public interest that the City take such action as it lawfully may to encourage the diversification of industry, the retention of business opportunities, and the retention of opportunities for gainful employment within the jurisdiction of the City.

SECTION 2. The Commission hereby determines that the Facilities and the Projects will not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

SECTION 3. The Commission hereby approves the report with respect to the Projects presented at this meeting. The Secretary of this Commission shall submit such report to the executive director or chairman of the plan commission of the City and to the superintendent of the Carmel Clay School Corporation.

SECTION 4. The Commission finds, determines, ratifies and confirms that the issuance and sale of the Bonds in an amount not to exceed Eight Million Dollars ($8,000,000) and the provision of the proceeds of the Bonds to the Company for the financing of the Projects will be of benefit to the health and general welfare of the City, will serve the public purposes referred to above in accordance with the Act, and fully comply with the Act.

SECTION 5. The financing of the Projects through the issuance of the Bonds, in an amount not to exceed Eight Million Dollars ($8,000,000) is hereby approved.

SECTION 6. The Commission hereby approves the terms of the following documents in the form presented at this meeting: (i) a Financing Agreement between the City and the Company; (ii) a Trust Indenture, between the City and a trustee to be selected by the Clerk-Treasurer of the City (the "Trustee"); (iii) the Bonds; and (iv) an Ordinance of the Common Council of the City.

SECTION 7. Any officer of the Commission is hereby authorized and directed, in the name and on behalf of the Commission, to execute any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by him to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this resolution (including the preambles hereto and the documents mentioned herein), the Projects and the issuance and sale of the Bonds, and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION 8. The Secretary of this Commission shall transmit this resolution, together with the forms of the documents approved by this resolution, to the Common Council of the City.

SECTION 9. This resolution shall be in full force and effect upon adoption.

Adopted this _____ day of _____, 2015.

CITY OF CARMEL ECONOMIC
DEVELOPMENT COMMISSION

_____
Luci Snyder, President

_____
Drew Williams, Secretary

_____
Edward Bukovac, Member

EXHIBIT A

DESCRIPTION OF THE PROJECTS

The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana.

REPORT OF THE CITY OF CARMEL
ECONOMIC DEVELOPMENT COMMISSION CONCERNING
THE PROPOSED FINANCING OF ECONOMIC DEVELOPMENT
FACILITIES FOR CARMEL DEVELOPMENT II, LLC

The City of Carmel Economic Development Commission (the "Commission") proposes to recommend to the Common Council of the City of Carmel, Indiana (the "City"), that it provide the proceeds of certain economic development revenue bonds to Carmel Development II, LLC, or an affiliate thereof (the "Applicant") for the financing of certain economic development facilities in the City.

In connection therewith, the Commission hereby reports as follows:

A. The proposed economic development facilities consist of the projects listed in Exhibit A hereto which are located in the Integrated 126th Street Corridor Economic Development Area (the "Projects") which will support the Applicant's proposed mixed use development in the City (the "Facilities").

B. The Commission estimates that no public works or services, including public ways, schools, water, sewer, street lights and fire protection, will be made necessary or desirable by the Projects or the Facilities, because any such works or services already exist or will be provided by the Projects themselves or by Applicant or other parties.

C. The Commission estimates that the total costs of financing the Projects will be approximately $8,000,000.

D. The Commission estimates that the Facilities and the Projects will create approximately 381 jobs with an estimated annual payroll of approximately $13,848,000, as well as approximately 126 construction jobs with an estimated annual payroll of approximately $5,670,000.

E. The Commission finds that the Facilities and the Projects will not have a material adverse competitive effect on similar facilities already constructed or operating in the City of Carmel, Indiana.

Adopted this ____ day of _____, 2015.

_____
Secretary, City of Carmel
Economic Development Commission

Attest:

_____
President, City of Carmel
Economic Development Commission

EXHIBIT A

DESCRIPTION OF THE PROJECTS

The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana.

FINANCING AGREEMENT

BETWEEN

CARMEL DEVELOPMENT II, LLC

AND

CITY OF CARMEL, INDIANA

Dated as of _____ 1, 2015

Certain of the rights of the Issuer hereunder have been assigned to [Trustee], as trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of _____ 1, 2015 (the "Financing Agreement") between CARMEL DEVELOPMENT II, LLC, [an Indiana] limited liability company (the "Company"), and the CITY OF CARMEL, INDIANA (the "Issuer" or "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, the Carmel Redevelopment Commission (the "Redevelopment Commission") has established the Integrated 126th Street Corridor Economic Development Area and, within such area, the Proscenium Allocation Area (the "Allocation Area") located in the City of Carmel, Indiana; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the Issuer, upon finding that the Projects (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Carmel; will benefit the health, safety, morals, and general welfare of the citizens of the City of Carmel and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Issuer intends to issue its (a) Economic Development Revenue Bonds, Series 2015 (Proscenium Project) in the aggregate principal amount of $_____ (the "Bonds"), pursuant to the Trust Indenture dated as of _____ 1, 2015 (the "Indenture") between the Issuer and [Trustee], as trustee, and intends to provide the proceeds of the Bonds pursuant to the provisions of this Financing Agreement to the Company to finance the Projects; and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the Issuer of its Bonds; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement as security for the Bonds. The Bonds issued under the Indenture will be payable from TIF Revenues (as defined in the Indenture) of the Issuer's Redevelopment Commission derived from the Allocation Area.

In consideration of the premises, the transfer of certain infrastructure to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Indenture. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

"Allocation Area" means the Proscenium Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 for the purposes of capturing incremental *ad valorem* real property taxes levied and collected in such allocation area.

"Bond Fund" means the Bond Fund established by Section 4.2 of the Indenture.

"Bondholder" or "owner of a Bond" or any similar term means the owner of a Bond.

"Bonds" means the Issuer's Economic Development Revenue Bonds, Series 2015 (Proscenium Project).

"Company" means Carmel Development II, LLC, or any successors thereto permitted under Section 9.4 hereof.

"Construction Fund" means the Construction Fund for the Bonds established in Section 4.4 of the Indenture.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any agency or instrumentally thereof when such obligations are backed by the full faith and credit of the United States of America.

"Indenture" means the Trust Indenture dated as of _____ 1, 2015 (the "Indenture") between the Issuer and [Trustee], as trustee, related to the Bonds.

"Issuer" means the City of Carmel, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Plans and Specifications" means the plans and specifications for the Projects as provided to the Issuer.

"Projects" means the design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the

northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana.

"Redevelopment Commission" means the City of Carmel Redevelopment Commission.

"State" means the State of Indiana.

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Allocation Area as of each March 1 in excess of the base assessed value as established as of March 1, 2015. The incremental assessed value is multiplied by the current property tax rate (per $100 assessed value).

"TIF Revenues" means Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to Resolution _____ adopted by the Redevelopment Commission on _____, 2015, equal, for any given year, to seventy-five percent (75%) of the Tax Increment generated from Allocation Area.

"Trustee" means the trustee at the time serving as such under the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof and "hereunder" and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this Financing Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer shall issue its Bonds in the amount of $_____ to provide funds to the Company for the costs associated with the Projects, subject to the consideration of the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Bonds, to retain employment opportunities in the City of Carmel, Indiana and to benefit the health and general welfare of the citizens of the City of Carmel and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) It is an Indiana limited liability company validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The provision of financial assistance to be made available to it under this Financing Agreement from the proceeds of the Bonds and the commitments therefor made by the Issuer have induced the Company to undertake the Projects and such project will preserve jobs and employment opportunities within the boundaries of the City of Carmel, Indiana.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Operating Agreement or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as set forth in this Financing Agreement and the Indenture.

(d) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(e) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 8.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 6.1(c) hereof as well as those rights granted to the Issuer under Section 3.5 hereof and Section 6.7 of the Indenture.

Section 3.2. Payment of Principal and Interest. (a) In accordance with the Indenture, the Bonds are payable from the TIF Revenues derived from the Allocation Area.

(b) The Issuer covenants to collect and apply the Tax Increment and the TIF Revenues in the manner required by Article IV of the Indenture.

Section 3.3. Maintenance of Existence. The Company agrees that it will maintain its existence as a limited liability company, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.

Section 3.4. Company Duties Under Indenture. The Company agrees to perform all matters provided by the Indenture to be performed by the Company and to comply with all provisions of the Indenture applicable to the Company.

Section 3.5. Indemnity The Company will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(a) Violation by the Company of any agreement or condition of this Financing Agreement;

(b) Violation of any contract, agreement or restriction by the Company relating to the Projects, or a part thereof;

(c) Violation of any law, ordinance or regulation by the Company arising out of the ownership, occupancy or use of the Projects, or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees; and

(e) The provision of any information or certification furnished by the Company to the Bondholders in connection with the issuance and sale of the Bonds or the Projects.

The Company hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Bonds are outstanding.

The foregoing shall not be construed to prohibit the Company from pursuing its remedies against either the Issuer or the Trustee for damages to the Company resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Expenses of Issuance of Bonds. The Issuer shall pay or reimburse from the proceeds of the Bonds the costs of issuance of the Bonds.

Section 3.7. Completion and Use of Projects.

(a) Company agrees that it will, within [____] months of the closing of the Bonds, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper, all for the acquisition, construction, expansion, equipping and improvement of the Projects in compliance with the Plans and Specifications and, upon completion, the Company will operate and maintain the Projects in such manner as reasonably within Company's power so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and directed to make payments from the Project Fund to pay for Projects, or to reimburse Company for any costs of the Project, and to pay or reimburse the Costs of Issuance for the Bonds. The Company agrees to direct such requisitions to the Trustee as may

be necessary to effect payments out of the Project Fund, as the case may be, for costs of the Projects in accordance with Section 4.4 of the Indenture and this Section 3.7.

(c) The Company shall provide a Projects completion certificate with respect to the Projects in the manner provided in Section 4.4(d) of the Indenture and any moneys remaining in the Project Fund after completion of the Projects shall be transferred and applied in the manner therein provided.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following:

(a) All reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due to the extent TIF Revenues of the Redevelopment Commission are not available.

(b) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this Financing Agreement and in connection with the performance of its obligations under this Financing Agreement or the Indenture, to the extent that such expenses are not included in the Bonds.

(c) All reasonable expenses incurred in connection with the enforcement of any rights under this Financing Agreement or the Indenture by the Issuer, the Trustee or the Bondholders.

(d) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the Financing Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Company may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

(End of Article III)

ARTICLE IV

[RESERVED]

(End of Article IV)

ARTICLE V

[RESERVED]

(End of Article V)

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 6.1. Events of Default.

(a) It shall be an Event of Default upon the failure of the Company to perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Company, unless the Requisite Bondholders shall have consented thereto; provided that the Requisite Bondholders shall not be able to waive an Event of Default if such Event of Default relates to the failure of payment of Trustee fees.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 6.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. It is agreed that the holders of all of the Bonds outstanding at any time may direct the Trustee, and upon being satisfactorily indemnified, the Trustee shall abide by such direction, with regard to the remedy or remedies to be pursued hereunder or under the Indenture. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Company will have completely cured such default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Company. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations as set forth in Section 2.2 hereof, or a breach of the covenants of the Company set forth in Section 3.7 or 3.8 hereof, the Issuer may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance, including the recovery of reasonable attorney's fees.

Section 6.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or Issuer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 6.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee or Issuer to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an

acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee and Issuer may be exercised from time to time and as often as may be deemed expedient by the Trustee or Issuer, as the case may be.

(End of Article VI)

ARTICLE VII

IMMUNITY

Section 7.1. Extent of Covenants of the Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Indenture or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Section 7.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the TIF Revenues and as otherwise provided under the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article VII)

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 8.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VIII)

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 9.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Company and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Carmel, Indiana Attention: Mayor One Civic Square Carmel, Indiana 46032
To the Company:	Carmel Development II, LLC Attention: _____ _____ _____

Section 9.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this Financing Agreement to any party other than an affiliate of the Company without the consent of the Bondholders or the Issuer.

Section 9.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Financing Agreement to be executed in their respective names and attested by their duly authorized officers, all as of the date first above written.

CARMEL DEVELOPMENT II, LLC, an
Indiana limited liability company

By: _____

"THE ISSUER"

CITY OF CARMEL, INDIANA

_____
Mayor

Attest:

_____
Clerk-Treasurer

[SIGNATURE PAGE OF THE FINANCING AGREEMENT BETWEEN CARMEL DEVELOPMENT II, LLC AND THE CITY OF CARMEL, INDIANA]

TRUST INDENTURE

BETWEEN

CITY OF CARMEL, INDIANA

AND

[Trustee],
Indianapolis, Indiana
As Trustee

[Dollar Amount]

CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2015
(PROSCENIUM PROJECT)

Dated as of _____ 1, 2015

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the 1st day of _____, 2015, by and between the CITY OF CARMEL, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana and [Trustee], a _____ with a Corporate Trust Office in the City of Indianapolis, Indiana, as Trustee ("Trustee");

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25 (collectively, "Act"), authorize and empower the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced Carmel Development II, LLC (the "Company"), to proceed with the construction of the projects described in Exhibit A attached hereto (the "Projects") in the jurisdiction of the Issuer by offering to issue its Economic Development Revenue Bonds, Series 2015 (Proscenium Project) in the aggregate principal amount of [Dollar Amount] ("Series 2015 Bonds") pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement, dated as of _____ 1, 2015 ("Financing Agreement") for the purpose of paying certain costs of the Projects, including capitalized interest on the Series 2015 Bonds; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Issuer held a public hearing, and upon finding that the Projects and the proposed financing thereof will create additional employment opportunities in the City of Carmel; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Trust Indenture ("Indenture"), and the issuance of the Series 2015 Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that a redevelopment commission of the Issuer may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 2015 Bonds; and

WHEREAS, the Carmel Redevelopment Commission has, by resolution, irrevocably dedicated and pledged to the Issuer the TIF Revenues (as hereinafter defined) to pay the Series 2015 Bonds; and

WHEREAS, the Series 2015 Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 2015 Bond)
R - __

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2015
(PPROSCENIUM PROJECT)

MATURITY DATES	INTEREST RATE	ORIGINAL DATE	AUTHENTICATION DATE
As set forth in Exhibit A	____%	_____	_____

REGISTERED OWNER: CARMEL DEVELOPMENT II, LLC

PRINCIPAL AMOUNT: _____ DOLLARS ($_____)

The City of Carmel, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from available amounts held in the Trust Estate (including TIF Revenues) hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above or such lesser amount as has been advanced and remains unpaid on the Maturity Dates specified on Exhibit A, unless this Series 2015 Bond shall have previously been called for redemption and payment of the redemption price made or provided for or unless payments shall be accelerated as provided in the Indenture, and to pay interest thereon until the Principal Amount shall be fully paid at the Interest Rate stated above on the unpaid principal amount hereof in like money, but solely from those payments, payable on _____ 1, 20__, and on each February 1 and August 1 thereafter ("Interest Payment Dates") until the unpaid Principal Amount advanced is paid in full.

The unpaid principal amount of this Series 2015 Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B hereto. The aggregate amount of advances made under this Series 2015 Bond may not exceed $[Dollar Amount]. The principal amounts advanced shall be evidenced by the execution by the Clerk-Treasurer of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

Interest on this bond shall be payable from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20__, in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 1 and August 1 of each year, beginning on _____ 1, 20___. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal and premium, if any, of this Series 2015 Bond are payable at the office of [Trustee], as Trustee, in the Indianapolis, Indiana, or at the principal office of any successor trustee or paying agent, or, if payment is made to a depository, by wire transfer of immediately available funds on the payment date. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or, if payment is made to a depository, by wire transfer of immediately available funds on the Interest Payment Date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).

This Series 2015 Bond is one of the Issuer's Economic Development Revenue Bonds, Series 2015 (Proscenium Project) (hereinbefore and hereinafter the "Series 2015 Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of [Dollar Amount]. The Series 2015 Bonds are being issued for the purpose of providing funds to finance the construction of certain infrastructure and related improvements ("Projects") located in or directly serving and benefiting the Integrated 126th Street Corridor Economic Development Area in the City of Carmel, Indiana, to be constructed by Carmel Development II, LLC ("Company"), by providing such funds to the Company pursuant to the Financing Agreement dated as of _____ 1, 2015 ("Financing Agreement") between the Company and the Issuer. Except as otherwise provided in Section 2.2 of the Indenture, each Series 2015 Bond will be payable on parity with all other Series 2015 Bonds.

The Series 2015 Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 2015 ("Indenture") duly executed and delivered by the Issuer to [Trustee], as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Trust Estate including the TIF Revenues (each as defined in the Indenture) and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 2015 Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 2015 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2015 BOND AND ACKNOWLEDGES THAT:

1. It is an "accredited investor" (as defined in Rule 501(a)(8) under the Securities Act of 1933, as amended ("1933 Act")), purchasing bonds for its own account, and it is acquiring the Series 2015 Bonds for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the 1933 Act. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of its investment in the Series 2015 Bonds, and it, and any investor accounts for which it is acting are able to bear the economic risk of their or its investment for an indefinite period of time. It confirms that neither the Issuer nor any person acting on its behalf has offered to sell the Series 2015 Bonds by, and that it has not been made aware of the offering of the Series 2015 Bonds by, any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or a broadcast over television or radio.

2. It is familiar with the Issuer and the Company; it has received such information concerning the Issuer and the Company, the Series 2015 Bonds and the Trust Estate including the TIF Revenues (as defined in the Indenture), as it deems to be necessary in connection with investment in the Series 2015 Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 2015 Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Company concerning the terms and conditions of the Series 2015 Bonds, the tax status of the Series 2015 Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer and the Company possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP or H.J. Umbaugh & Associates, LLP for information concerning the financial status of the Issuer and the Company or the ability of the Issuer and the Company to honor their respective financial obligations or other covenants under the Series 2015 Bonds, the Indenture or the Financing Agreement. It understands that the projection of TIF Revenues prepared in connection with the issuance of the Series 2015 Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 2015 Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2015 Bonds to an entity that is not an accredited investor without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

4. It understands that the Series 2015 Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold to an entity that is not an accredited investor without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Series 2015 Bonds to an entity that is not an accredited investor only if the Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a certificate stating that it reasonably believes that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933

Act and has informed the transferee of the transfer restrictions applicable to the Series 2015 Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2015 Bonds.

5. It understands that the sale or transfer of the Series 2015 Bonds in principal amounts less than $100,000 to an entity that is not an accredited investor is prohibited other than through a primary offering.

6. It has investigated the security for the Series 2015 Bonds, including the availability of the Trust Estate including the TIF Revenues to its satisfaction, and it understands that the Series 2015 Bonds are payable from the available Trust Estate including the TIF Revenues. It further understands that the Issuer does not have the power or the authority to levy a tax to pay the principal of or interest on the Series 2015 Bonds.

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein (such Additional Bonds and the Series 2015 Bonds are hereinafter collectively referred to as the "Bonds"). Reference is made to the Indenture and to all indentures supplemental thereto and to the Financing Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 2015 Bond assents.

The Series 2015 Bonds are issuable in registered form without coupons in the denominations of $100,000 and any $1.00 integral multiples thereafter. The sale or transfer of this Series 2015 Bond in principal amounts of less than $100,000 is prohibited to an entity that is not an accredited investor other than through a primary offering. This Series 2015 Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2015 Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund, the Series 2015 Bonds shall be subject to redemption prior to maturity at the option of the Issuer at the direction of the Company on any date, upon thirty (30) days' notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities on any date, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If any of the Series 2015 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2015 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2015 Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 2015 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2015 Bonds.

All Series 2015 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 2015 Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 2015 Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2015 Bond or Series 2015 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 2015 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2015 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 2015 Bond. The Series 2015 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2015 Bonds. No covenant or agreement contained in the Series 2015 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Carmel Economic Development Commission ("Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer executing the Series 2015 Bonds shall be liable personally on the Series 2015 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2015 Bonds.

The holder of this Series 2015 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other

proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 2015 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2015 Bond have been duly authorized by the Issuer.

This Series 2015 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Carmel, Indiana, in Hamilton County, has caused this Series 2015 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer all as of the Original Date.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2015 Bond is one of the Series 2015 Bonds described in the within mentioned Trust Indenture.

[Trustee], Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 2015 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2015 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

_____

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 2015 Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

Exhibit A

Maturity Date	Amount

Exhibit B

SCHEDULE OF OUTSTANDING BALANCE OF
CITY OF CARMEL, INDIANA ECONOMIC DEVELOPMENT
REVENUE BOND, SERIES 2015
(PROSCENIUM PROJECT)

Date	Amount Advance	Amount of Payment	Outstanding Balance	Acknowledgment of City	Acknowledgment of Holder of Note

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this Indenture.

"Annual Fees" means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 2015 Bonds.

"Area" means the Proscenium Allocation Area as such allocation area may be expanded from time to time.

"Authorized Representative" means any officer of the Company as evidence by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Company by its President.

"Bonds" means any Bonds issued pursuant to this Indenture, including the Series 2015 Bonds.

"Business Day" means a day on which the office of the Trustee is open for business.

"Company" means Carmel Development II, LLC, or its permitted successor or assign, as more fully provided in the Financing Agreement.

"Costs of Construction" means the following categorical costs of providing for an "economic development project" as defined and set forth in the Act:

(i) the "Bond Issuance Costs", namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the Series 2015 Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of bond counsel, fees of the Issuer's financial advisor, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the

Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants and advisers, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Bonds, the costs of preparing or printing the Series 2015 Bonds and the documentation supporting the issuance of the Series 2015 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the "Capitalized Interest Costs", namely a portion of the interest on the Series 2015 Bonds from the date of their original delivery through and including _____, 20__;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Projects;

(iv) all costs and expenses which Issuer or Company shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Projects; and

(v) any sums required to reimburse Issuer or Company for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Projects.

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Financing Agreement" means the Financing Agreement, dated as of _____ 1, 2015, between the Company and the Issuer and all amendments and supplements thereto.

"Fiscal Year" shall mean a period of twelve consecutive months constituting the fiscal year of the Company commencing on the first day of January of any year and ending on the last day of December of such year, both inclusive, or such other period as hereafter may be established from time to time for budgeting and accounting purposes by the Company or by the governing body of any successor entity to the Company.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

"Interest Payment Date" on the Series 2015 Bonds means each February 1 and August 1, commencing _____ 1, 20__.

"Interest Period" has the meaning set forth in the form of Series 2015 Bond set forth in the recitals to this Indenture.

"Issuer" means the City of Carmel, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing Agreement and the Indenture.

"Note" or "Notes" shall have the meaning assigned in the Financing Agreement.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Company.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(b) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(c) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(d) Bonds in lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means [Trustee], in its capacity as paying agent hereunder, and any successor paying agent or co-paying agent.

"Qualified Investments" shall have the meaning assigned in the Financing Agreement.

"Record Date" means the fifteenth day of the month immediately preceding any Interest Payment Date.

"Redevelopment Commission" means the City of Carmel Redevelopment Commission.

"Requisite Bondholders" means the holders of a majority in aggregate principal amount of Bonds.

"Series 2015 Bonds" means the City of Carmel, Indiana Economic Development Revenue Bonds, Series 2015 (Proscenium Project) in the aggregate principal amount of [Dollar Amount].

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Area as of each March 1 in excess of the base assessed value as established as of March 1, 2015. The incremental assessed value is multiplied by the current property tax rate (per $100 assessed value).

"TIF Revenues" means Tax Increment received by the Redevelopment Commission and pledged to the Issuer pursuant to Resolution _____ adopted by the Redevelopment Commission on _____, 2015, equal, for any given year, to seventy-five percent (75%) of the Tax Increment generated from Area.

"Trust Estate" means the funds and accounts, TIF Revenues and other assets described in the Granting Clauses of this Indenture.

"Trustee" means [Trustee], Indianapolis, Indiana, in its capacity as trustee hereunder, the party of the second part hereto, and any successor trustee or co-trustee.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Description of Projects

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 2015 Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 2015 Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to [Dollar Amount]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2015 Bonds. The Series 2015 Bonds shall be designated "City of Carmel, Indiana Economic Development Revenue Bonds, Series 2015 (Proscenium Project)." The Series 2015 Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of $100,000 and any $1.00 integral multiples thereafter and shall be lettered and numbered R-1 and upward. Interest on the Series 2015 Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (defined below) next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder on each Interest Payment Date. The "Special Record Date" shall be the date established by the Trustee for the payment of defaulted interest. The Series 2015 Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the Series 2015 Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20__.

Principal on the Series 2015 Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 2015 Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B to the Series 2015 Bond. The aggregate amount of advances made under this Series 2015 Bond may not exceed $[Dollar Amount]. The principal amounts advanced shall be evidenced by the execution by the Clerk-Treasurer of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

The Series 2015 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 2015 Bonds shall be in default, Series 2015 Bonds issued in exchange for Series 2015 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2015 Bonds or, if no interest has been paid on the Series 2015

Bonds, from the date of issuance and delivery of the Series 2015 Bonds. Series 2015 Bonds authenticated on or prior to _____ 15, 20__ shall bear interest from the date of delivery of the Series 2015 Bonds.

The Series 2015 Bonds shall mature on the dates set forth below, beginning on _____ 1, 20__, and ending on _____ 1, 20__, in the amounts set forth below at the interest rate of _____% per annum:

Payment Date	Amount	Payment Date	Amount

Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 2015 Bonds shall be payable at the designated corporate trust office of the Trustee. All other payments on the Series 2015 Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 2015 Bonds by check mailed to the registered owner thereof as shown on the registration books of the Trustee, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall be instructed to wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City time).

Section 2.4. Execution; Limited Obligation. The Series 2015 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Series 2015 Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2015 Bonds shall cease to be such

officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 2015 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2015 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Series 2015 Bond. The Series 2015 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2015 Bonds. No covenant or agreement contained in the Series 2015 Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Carmel Economic Development Commission ("Commission"), or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Series 2015 Bonds shall be liable personally on the Series 2015 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2015 Bonds.

Section 2.5. Authentication. No Series 2015 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 2015 Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Series 2015 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Series 2015 Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Series 2015 Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.7. Delivery of Series 2015 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2015 Bonds in the aggregate principal amount of [Dollar Amount]. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

(i) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 2015 Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the TIF Revenues to the payment of the Series 2015 Bonds.

(iii) Executed counterparts of the Financing Agreement and Indenture.

(iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2015 Bonds in the principal amount of [Dollar Amount] to the purchasers thereof.

(v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Series 2015 Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds payable from the TIF Revenues in addition to the Series 2015 Bonds ("Additional Bonds"), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost of completing the Projects or of acquiring and/or constructing additional improvements, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

(i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof, pledging and assigning the Additional Note being then currently issued as security therefor and providing for the disposition of the proceeds of the sale thereof.

(ii) The supplement or amendment to the Financing Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the Financing Agreement.

(iii) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the Bond Ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Financing Agreement and the issuance of such Additional Bonds.

(iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture and shall be equally and ratably payable from all Notes issued under the Financing Agreement, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds. Notwithstanding anything in this Indenture or the Bonds to the contrary, no Additional Bonds shall be issued under this Indenture without the prior consent of the Requisite Bondholders and the Company.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Series 2015 Bond is mutilated, lost, stolen or destroyed, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer may execute and the Trustee may authenticate a new Series 2015 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2015 Bond, such mutilated Series 2015 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2015 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2015 Bond shall have matured, instead of issuing a duplicate Series 2015 Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2015 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2015 Bond with their reasonable fees and expenses in this connection. Any Series 2015 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2015 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2015 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2015 Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2015 Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the

registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2015 Bond or Series 2015 Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2015 Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2015 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2015 Bond during the period between the Record Date and any interest payment date of such Series 2015 Bond, nor to transfer or exchange any Series 2015 Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Series 2015 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2015 BONDS PROCEEDS

Section 3.1. Deposit of Funds. $_____ of the proceeds from the sale of the Series 2015 Bonds shall be deemed issued to the purchaser at closing and deemed disbursed to the Company from the Construction Fund in accordance with Section 4.4 for costs of the Projects upon presentation to the Trustee of a written request signed by the Authorized Representative for the Company for the payment or reimbursement of valid Projects costs totaling $_____. $_____ of the proceeds from the sale of the Series 2015 Bonds shall be deposited into the Construction Fund and used to pay for costs of issuing the Bonds, in accordance with Section 4.4.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Bond Fund, as and when received, (a) TIF Revenues in an amount not to exceed the payments due on the Series 2015 Bonds on the next February 1 or August 1 plus Annual Fees; (b) proceeds of the Series 2015 Bonds to be used to pay interest thereon; (c) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to Section 4.4 of the Indenture, and any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 2015 Bonds; and (d) all interest and other income derived from investments of Bond Fund moneys as provided herein. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all revenues and receipts derived from the TIF Revenues (taking into account any Parity TIF Obligations (as defined below)) promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the TIF Revenues.

The Clerk-Treasurer of the Issuer shall set aside immediately upon receipt the Tax Increment into the Issuer's Allocation Fund as created by IC 36-7-14 and transfer the TIF Revenues to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit the TIF Revenues into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5.

Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due. Any TIF Revenues not needed to pay debt service on the Series 2015 Bonds on the next February 1 or August 1 shall be transferred to the Surplus Fund.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund." Money in the Surplus Fund shall be applied as provided in this Section 4.3.

The Trustee shall deposit in the Surplus Fund, as and when received, all TIF Revenues in excess of payments due on the Series 2015 Bonds on the next February 1 or August 1 as provided in Section 4.2. At the direction of the Company, TIF Revenues in the Surplus Fund shall be used (i) to pay amounts due on the Series 2015 Bonds and amounts due on any obligations issued on a parity with the Series 2015 Bonds as to the pledge of Tax Increment ("Parity TIF Obligations"), (ii) to redeem or defease the Series 2015 Bonds in whole or in part, or (iii) for any other purpose permitted by law.

Section 4.4. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the Construction Account and the Bond Interest Account. The Bond Interest Account shall be used to pay Capitalized Interest Costs, and the Construction Account shall be used to pay Costs of Construction (other than Capitalized Interest Costs, except to the extent moneys in the Bond Interest Account are insufficient to pay Capitalized Interest Costs when due).

(a) Bond Issuance Costs of the Series 2015 Bonds shall only be paid or reimbursed upon submission of a requisition signed by the Company.

(b) Except as set forth in subparagraph (a) of this Section 4.4, moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Company to pay or reimburse costs of issuance of the Series 2015 Bonds and to or upon the order of the Company in order to pay, or as reimbursement to the Company for payment made, for the Costs of Construction, upon receipt by the Trustee of the written request signed by the Authorized Representative of the Company:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Projects and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs of Construction of the Projects;

(2) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction of the Projects all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(4) stating that such costs are appropriate for the expenditure of

proceeds of the Bonds under the Act; and

(5) stating a recap of vendors and the amount paid.

(c) The Trustee shall rely fully on any such request delivered pursuant to this Section and shall not be required to make any investigation in connection therewith. The Trustee shall, without other or further authority than is hereby given, pay from the Construction Fund, interest accruing on the Bonds, to the extent funds are not available in the Bond Fund.

(d) The Issuer shall deliver to the Trustee within fifteen (15) days of completion of the Projects, in addition to the items required by (b) above, a certificate of its Authorized Representative of the Company:

(i) stating the date that the Projects were completed; and

(ii) stating that it has made such investigation of such sources of information as are deemed by him to be necessary, including pertinent records of the Issuer, and is of the opinion that the Projects have been fully paid for, and that no claim or claims exist against the Issuer or against the properties of either out of which a lien based on furnishing labor or material for the Projects exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if the Company intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Construction Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the Issuer and the Trustee a certificate of the Company when and as such claim or claims shall have been fully paid.

If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (b) of this Section 4.4 and after receipt of the statement mentioned in subparagraph (d)(i) and (ii) of this Section 4.4, there shall remain any balance of moneys in the Construction Fund, Trustee shall transfer all moneys then in the Construction Fund (except any disputed claims described in the completion certificate required in Section 4.3(d) hereof) to the Bond Fund. The Trustee, as directed in writing by the Issuer, shall use any amount transferred to the Bond Fund to prepay the Series 2015 Bonds at the earliest redemption date.

Section 4.5. TIF Revenues. On or before each January 15 and July 15, commencing _____ 15, 20__, the Issuer shall transfer to the Bond Fund and the Surplus Fund, the TIF Revenues for the payment of the Series 2015 Bonds. The balance of any TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund.

Section 4.6. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject

to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 2015 BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. The Series 2015 Bonds are subject to optional redemption by the Issuer, prior to maturity, at the option of the Company, on any date, in whole or in part, in such order of maturity as the Company shall direct and by lot within maturities, at face value, without premium, plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of Series 2015 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 2015 Bonds, or portions of fully registered Series 2015 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 2015 Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Series 2015 Bond numbers and called amounts of each Series 2015 Bond, the redemption date, principal amount, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2015 Bond shall not affect the validity of any proceedings for the redemption of other Series 2015 Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2015 Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All Series 2015 Bonds which have been redeemed in whole shall be canceled or otherwise destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements and shall not be reissued.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2015 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 2015 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 2015 Bond until such Series 2015 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Series 2015 Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 2015 Bonds at the time outstanding are to be called for redemption, the maturities of Series 2015 Bonds or portions thereof to be redeemed shall be selected by the Trustee at the written direction of the Company. If fewer than all of the Series 2015 Bonds within a maturity are to be redeemed, the

Trustee shall select in such equitable manner as the Trustee may determine, the Series 2015 Bonds or portions of Series 2015 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2015 Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2015 Bonds or portions thereof shall be redeemed only in the minimum principal amount of $100,000 and any $1 integral multiples thereafter.

If less than the entire principal amount of any registered Series 2015 Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Series 2015 Bond shall forthwith surrender such Series 2015 Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 2015 Bond or Series 2015 Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2015 Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Trust Estate including the TIF Revenues which are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate including the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the TIF Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer covenants that it will defend its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments (other than continuation statements, which, if applicable, will be filed by the Trustee) as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Projects and the revenues derived from the Projects shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.9 of the Financing Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for

redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for four (4) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say, if:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable, unless the Requisite Bondholders shall have consented thereto; or

(b) any event of default as defined in Section 6.1 of the Financing Agreement shall occur and be continuing, unless the Requisite Bondholders shall have consented thereto; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected TIF Revenues as required by Article IV of this Indenture.

Section 7.2. Acceleration. Upon the happening of any event of default specified in clause (a), (b) or (c) of Section 7.1 and the continuance of the same for the period, if any, specified in that Section, and with the prior consent of Requisite Bondholders, the Trustee, by notice in writing delivered to the Issuer and the Company may declare the entire unpaid principal amount of the Bonds and Parity TIF Obligations then outstanding, and the interest accrued thereon, to be immediately due and payable. The Issuer's obligation to pay TIF Revenues shall not be subject to acceleration.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an event of default occurs, with the consent of Requisite Bondholders, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the Financing Agreement and the Notes.

(ii) Upon the occurrence of an event of default, if directed to do so by the Requisite Bondholders and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. Notwithstanding anything herein to the contrary, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of

this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Company or its successors or assigns, upon the written request of the Company or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct, except for any remaining TIF Revenues which shall be paid to the Redevelopment Commission.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds. However, the Trustee may only act with the consent and direction of the Requisite Bondholders.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. At the direction of the Requisite Bondholders, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such

default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon the terms and conditions set forth herein, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such prudent person's own affairs in exercising any rights or remedies or performing any of its duties hereunder. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to the opinion and advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements, if applicable) in connection therewith, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value, condition or title of the property herein conveyed or otherwise as to the maintenance of the security hereof or as to the validity or sufficiency of this Indenture or of the Bonds; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds, or the proceeds thereof, authenticated by it or the Paying Agent or delivered hereunder or for any money paid to or upon the order of the City under any provision of this Indenture or of the Financing Agreement. The Trustee, in its individual or any other capacity, may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee may rely and shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to fully inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including without limitation attorney's fees and expenses) and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds

(o) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail or other similar unsecured electronic methods, provided, however, that the Issuer and the Company shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer and the Company elect to give the Trustee e-mail instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to

the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder (which compensation shall not be limited by an provision of law in regard to the compensation of a trustee of an express trust) and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds.

Section 8.3. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an Event of Default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the Company and the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee, unless such Event of Default has been cured or waived; provided, however, that the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notices is in the interests of the Bondholders.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by first class mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars ($100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon approval by the Issuer of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the Issuer, and the payment of the fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder,

together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 30 days' written notice to the Issuer, the Company and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least $100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there if no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. With the prior consent of the Company, the Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(c) To subject to this Indenture additional security, revenues, properties or collateral; or

(d) To make any other change in this Indenture which, in the judgment of the Trustee, who may rely on the advice and opinion of counsel, is not to the material prejudice of the Trustee, the Company, the Issuer or the holders of the Bonds; or

(e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that no such supplemental indenture may be entered into without the prior consent of the Company; and provided further that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or, except for the lien of Parity Obligations, on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding,

or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 2015 Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc. to Financing Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee (who may rely upon the advice and opinion of counsel), is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc. to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Financing Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

Section 10.4. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed amendment complies with the provisions of this Indenture and Financing Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Financing Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the Financing Agreement, the Notes and in this Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory

to the Trustee irrevocable instructions to notify, as soon as practicable, the owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 2015 Bonds. If the owner of any Series 2015 Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 2015 Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 2015 Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Financing Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any

other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below; however, notices to the Trustee shall be deemed given upon receipt by the Trustee. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.3 of the Financing Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

(End of Article XI)

IN WITNESS WHEREOF, the City of Carmel, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, [Trustee], in Indianapolis, Indiana has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk-Treasurer

[Trustee], as Trustee

By: _____
(Written Signature)

_____
(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana.

INDS01 AWILLIAMS 1535132v1

SPONSOR(s): Councilors Finkam, Rider

ORDINANCE D-2235-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS FROM THE OPERATING BALANCE OF THE GENERAL FUND

WHEREAS, an amount of $50,000 is needed to cover increased costs in the Carmel Building Operations Budget line item 4348000 Electricity, and an amount of $275,000 in item 4350900 Other Contracted Services due to increased claims;

WHEREAS, the General Fund has excess funds in the amount of Three Hundred Twenty Five Thousand Dollars ($325,000) in the operating balance to appropriate to the Carmel Building Operations Budget, line items 4348000, and 4350900;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel of Carmel, Indiana, that the following additional sum of money is hereby appropriated out of the General Fund Operating Balances and for the purpose specified, subject to applicable laws, as follows:

$325,000 from the GENERAL OPERATING BALANCES

TO

Carmel Building Operations Department Line item 4348000 $50,000, and Line item 4350900, Other Contracted Services

This Ordinance shall become effective upon its passage and execution by the Common Council and the Mayor as required by law.

PASSED by the Common Council of the City of Carmel, Indiana this ____day of _____, 2015 by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2015, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

PREPARED BY: Diana L. Cordray
Clerk-Treasurer
City of Carmel

SPONSOR(s): Councilor(s) Rider and Sharp

ORDINANCE D-2236-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS FROM THE OPERATING BALANCE OF THE GENERAL FUND

WHEREAS, DLGF reviews the annual budget of the City without taking into account the full non-property tax revenues and other resources available, all of which are now known or estimable;

WHEREAS, Executive Order 2015-5 eliminates $1,136,781 of appropriations from the General Fund budget as adopted by the Common Council on November 3, 2014;

WHEREAS, Executive Order 2015-6 eliminates $2,115,137 of appropriations from the General Fund budget as adopted by the Common Council on November 3, 2014;

WHEREAS, an additional amount of $3,435,500 is now necessary and desirable from the General Fund to re-instate the DLGF reductions from the 2015 appropriations which received the approval of the Common Council on November 3, 2014;

WHEREAS, the unencumbered balance in the General Fund as of December 31, 2015, is currently projected to equal and/or exceed $3,435,500;

WHEREAS, an additional amount of $1,832,319 is now necessary and desirable from the Motor Vehicle Highway budget for debt service related to streets originally included as part of the General Fund budget adopted by the Common Council on November 3, 2014;

WHEREAS, the unencumbered balance in the Motor Vehicle Highway Fund as of December 31, 2015, is currently projected to equal and/or exceed $1,832,319;

WHEREAS, Executive Order 2015-6 eliminates $77,817 of appropriations from the Local Road and Street Fund budget as adopted by the Common Council on November 3, 2014;

WHEREAS, an additional amount of $95,000 is now necessary and desirable from the Local Road and Street Fund to re-instate the DLGF reductions from the 2015 appropriations which received the approval of the Common Council on November 3, 2014;

WHEREAS, the unencumbered balance in the Local Road and Street Fund as of December 31, 2015, is currently projected to equal and/or exceed $95,000;

WHEREAS, Executive Order 2015-6 eliminates $24,293 of appropriations from the Cumulative Capital Improvement Fund as adopted by the Common Council on November 3, 2014;

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)

WHEREAS, an additional amount of $2,554 is now necessary and desirable from the Cumulative Capital Improvement Fund to re-instate the DLGF reductions from the 2015 appropriations which received the approval of the Common Council on November 3, 2014;

WHEREAS, the unencumbered balance in the Cumulative Capital Improvement Fund as of December 31, 2015, is currently projected to equal and/or exceed $2,554;

WHEREAS, an additional amount of $20,278 is now necessary and desirable from the Fire Pension Fund to re-instate the DLGF appropriations reductions from the 2015 budget which received the approval of the Common Council on November 3, 2014;

WHEREAS, the unencumbered balance in the Fire Pension Fund as of December 31, 2015, is currently projected to equal and/or exceed $20,278;

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Carmel, Indiana:

Section 1: That the foregoing Recitals are incorporated herein by this reference.

Section 2: That the following additional sums of money are hereby appropriated from the General Fund operating balance, subject to applicable laws:

$3,435,500 from the General Fund operating balance

TO

any appropriation line that otherwise would be affected by the DLGF reduction.

Section 3: That the following additional sums of money are hereby appropriated from the Motor Vehicle Highway Fund operating balance, subject to applicable laws:

$1,832,319 from the Motor Vehicle Highway Fund operating balance

TO

Line Item #4354014 (2014 B COIT Bond).

Section 4: That the following additional sums of money are hereby appropriated from the Local Road and Street Fund operating balance, subject to applicable laws:

$95,000 from the Local Road and Street Fund operating balance

TO

any appropriation line that otherwise would be affected by the DLGF reduction.

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)

Section 5: That the following additional sums of money are hereby appropriated from the Cumulative Capital Improvement Fund operating balance, subject to applicable laws:

$2,554 from the Cumulative Capital Improvement Fund operating balance

TO

any appropriation line that otherwise would be affected by the DLGF reduction.

Section 6: That the following additional sums of money are hereby appropriated from the Fire Pension Fund operating balance, subject to applicable laws:

$20,278 from the Fire Pension Fund operating balance

TO

any appropriation line that otherwise would be affected by the DLGF reduction.

This ordinance shall become effective upon its passage and execution by the Common Council and the Mayor as required by law.

PASSED by the Common Council of the City of Carmel, Indiana this _____ day of _____, 2015 by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Sue Finkam
_____	_____
Richard Sharp, President Pro Tempore	Kevin Rider
_____	_____
Carol Schleif	W. Eric Seidensticker
_____	_____
Ronald E. Carter	Luci Snyder

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____2014, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)

SPONSOR(s): Councilor Finkam, Carter,
Rider, Snyder and Schleif

ORDINANCE D-2237-15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING CHAPTER 3, ARTICLE 1, DIVISION 2, SECTIONS 3-29 AND 3-31 OF THE CARMEL CITY CODE

WHEREAS, the business of the City of Carmel is conducted at the Carmel Common Council ("Council") meeting and Council Committee meetings; and

WHEREAS, the Council values the opinions of its citizens and welcomes public comment on items of City interest when done so in a civil and respectful manner; and

WHEREAS, the City believes it is in the best interests of its citizens to efficiently conduct Council and Council Committee meetings while still allowing citizens to bring matters of concern before the Council.

NOW, THEREFORE, IT IS AGREED AND ORDAINED, by the Common Council of the City of Carmel, Indiana, as follows:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. Section 3-29 of the City Code is hereby amended and shall read as follows:

(m) The rules for meeting decorum set forth in City Code Section 3-40 shall also apply to Council Committee meetings.

Section 3. Section 3-31 of the City Code is hereby amended and shall read as follows:

(d) Any citizen or other interested party who wishes to address the Common Council shall be given an opportunity to do so during any regularly scheduled meeting of the Common Council. In order to be recognized by the presiding officer, any person wishing to make an address must complete a Request to Address Council Card ("Request") and submit same to the Clerk-Treasurer, or his deputy, prior to the beginning of the meeting at which the citizen wishes to speak. The Request shall include the person's name, address, city, state, zip code, telephone number and the name of the organization, if any, that the person is representing. The Request shall also include the topic about which the person wishes to speak. At the beginning of the meeting, the Clerk-Treasurer, or his deputy, shall present all Requests to the presiding officer. At the appropriate time in the Common Council's Order of Business, each such person may address the Common Council on the topic designated in his Request, except that persons may not so address the Common Council on topics in which a Public Hearing has been or will be held as a separate agenda item at that meeting of the Common Council. Each speaker shall be limited to three (3) minutes. No speaker shall be permitted to cede his three (3) minute allotment to another speaker. Each speaker shall speak from the podium and shall state his or her name for the record. At the request of a Council Member or the Mayor, the Council may suspend the three minute time limit for an entire meeting, or, in the alternative, grant an individual speaker an additional three (3)

This Ordinance was prepared by Jon Oberlander, Assistant Carmel City Attorney.

minutes of speaking time by a simple majority vote. If more than one Request is made, the presiding officer may call the Requests in any order, but should give preference to Requests in the following order:

(1) A resident of the City.
(2) ~~A r~~Residents of Clay Township~~, Indiana~~ who are not residents of the City of Carmel.
(3) A representative of any organization or business entity located in Clay Township, Indiana.
(4) Any other person.

Section 4. All other current provisions of City Code Sections 3-29 and 3-31 shall remain in full force and effect and are not affected by this Ordinance.

Section 5. If any portion of this Ordinance is for any reason declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 6. This Ordinance shall be in full force and effect from and after its passage and signing by the Mayor and such publication as is required by law.

[Remainder of page intentionally left blank]

This Ordinance was prepared by Jon Oberlander, Assistant Carmel City Attorney.

SO ORDAINED and ordered by the Common Council of the City of Carmel, Indiana, this _____ day of _____ 2015, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ _____
Presiding Officer Kevin D. Rider

_____ _____
Richard L. Sharp, President Pro Tempore Carol Schleif

_____ _____
Ronald E. Carter W. Eric Seidensticker

_____ _____
Sue Finkam Luci Snyder

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2015, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

This Ordinance was prepared by Jon Oberlander, Assistant Carmel City Attorney.
[Z:\lcraig\LFine D Drive\Files\Ordinances\2015\D-2237-15.doc:10/29/2015 10:31 AM]

Sponsor: Councilor Schleif

RESOLUTION C C - 11-02-15-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, REGARDING EXCHANGE OF REAL PROPERTY TO THIRD PARTY

WHEREAS, the Common Council of the City of Carmel, Indiana (the "Council") is the fiscal body for the City of Carmel, Indiana (the "City");

WHEREAS, the Council has determined that a need exists for the City's acquisition of that certain specific property consisting of approximately .526 acres near 106th Street and Illinois Street located in the City of Carmel, County of Hamilton, State of Indiana, which property is more fully described in Exhibit A, attached hereto and made a part hereof by this reference (the "Illinois Street Property");

WHEREAS, the Council is interested in purchasing the Illinois Street Property as part of a public improvement project known as the Illinois Street Extension (the "Project"), and for all other lawful purposes;

WHEREAS, the City owns certain property located at the southwest comer of 106th Street and Illinois Street consisting of approximately three and eight tenths (3.8) acres in Carmel, Indiana (the "Property");

WHEREAS, the City has now determined that only a portion of the Property is necessary for right-of-way purposes (the "Right-of-Way Area") and that a portion of the remainder of the Property being approximately 1.351 acres (the "Remainder Properly") is not needed for any other public purpose;

WHEREAS, the legal description of the Remainder Property is set forth on Exhibit B attached hereto:

WHEREAS, the sale of the Remainder Property was approved by the City's Board of Public Works & Safety (the "BPW") on October 7, 2015, as Resolution No. BPW 10-07-15-04, a copy of which is attached hereto as Exhibit C; and

WHEREAS, it is in the City's best interest to enter into an exchange pursuant to which the City will exchange the Remainder Property for the Illinois Street Property and a cash payment equal to the difference in the appraised values and other closing and related costs for the Remainder Property, the Illinois Street Property and the Project.

Prepared by Douglas C. Haney, City Attorney, City of Carmel, One Civic Square, Carmel, Indiana 46032

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AS FOLLOWS:

1. The foregoing Recitals are incorporated herein as though fully set forth herein below.

2. That, pursuant to Indiana Code 36-1- 10.5-5, the Council hereby states that it is interested in purchasing the Illinois Street Property described on attached Exhibit A, such Illinois Street Property to be used as a part of the Project, and for all other lawful purposes.

3. The Council hereby approves the exchange of the Remainder Property and the Illinois Street Property (the "Exchange") pursuant to I.C. 36-1-11-9.

4. The value of the Remainder Property shall not be less than $320,000.00 adjusted by reasonable and customary closing costs, and other expenses incurred by the City as a result of the Exchange.

5. The value of the Illinois Street Property shall not be more than $310,575.00 adjusted by reasonable and customary closing costs and other expenses incurred by the City as result of the Exchange.

6. The Exchange will be conditioned upon the granting of certain temporary construction easements which are necessary for the Project.

7. The Common Council hereby directs the BPW to proceed with the Exchange pursuant to the requirements of I.C. 36-1-10.5-5 and 36-1-11-9 and designates Steve Engelking, Director of the Department of Administration for the City of Carmel, Indiana, as its agent for purposes of completing the Exchange. Steve Engelking is hereby authorized to execute all documents required in connection with the Exchange pursuant to this Resolution and to take all other lawful actions necessary to complete the Exchange as contemplated herein.

8. That this Resolution shall take effect upon its passage by Council and such execution by the Mayor as is required by law.

PASSED by the Common Council of the City of Carmel, Indiana, this ___ day of _____, 2015, by a vote of _____ ayes and _____ nays.

Prepared by Douglas C. Haney, City Attorney, City of Carmel, One Civic Square, Carmel, Indiana 46032

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ___ day of _____, 2015, at _____ __M.

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this ___ day of _____, 2015, at _____ __M.

_____

James Brainard, Mayor

ATTEST:

_____

Diana L. Corday, IAMC, Clerk-Treasurer

Prepared by Douglas C. Haney, City Attorney, City of Carmel, One Civic Square, Carmel, Indiana 46032

EXHIBIT A

CIHSN PROPERTY LEGAL DESCRIPTION

Project: 10-10
Parcel: 7 Fee
Key Co.: 29-13-11-000-036.015-023

A part of the Northwest Quarter of Section 11, Township 17 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the Northwest corner of said quarter section, designated as point "3" on said parcel plat; thence along the north line of said section North 89 degrees 09 minutes 45 seconds East 1,320.00 feet to a prolonged west line of the grantor's land; thence along said west line South 00 degrees 02 minutes 50 seconds East 65.00 feet to the south boundary of 106th Street; thence along said south boundary North 89 degrees 02 minutes 48 seconds East 99.80 feet to the western boundary of Illinois Street; thence along said western boundary the following seven courses, (1) thence Southeasterly 89.59 feet along an arc to the right and having a radius of 79.00 feet and subtended by a long chord having a bearing of South 33 degrees 19 minutes 37 seconds East and a length of 84.87 feet; (2) thence South 00 degrees 50 minutes 15 seconds East 85.66 feet; (3) thence Southwesterly 52.27 feet along an arc to the right and having a radius of 151.00 feet and subtended by a long chord having a bearing of South 09 degrees 04 minutes 47 seconds West and a length of 52.01 feet; (4) thence South 19 degrees 59 minutes 19 seconds West 406.56 feet to said west ling of the grantor's land; (5) thence continuing South 19 degrees 59 minutes 19 seconds West 7.74 feet to a north line of the grantor's land and the point of beginning of this description; (6) thence continuing South 19 degrees 59 minutes 19 seconds West 331.19 feet; (7) thence Southwesterly 68.90 feet along an arc to the left and having a radius of 295.00 feet and subtended by a long chord having a bearing of South 13 degrees 17 minutes 52 seconds West and a length of 68.74 feet to a west line of the grantor's land, designated as point "287" on said plat; thence along said west line North 00 degrees 02 minutes 50 seconds West 376.33 feet to said north line of the grantor's land, designated as point "288" on said plat; thence along said north line North 89 degrees 12 minutes 00 seconds East 129.34 feet to the point of beginning and containing 0.526 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the 25th day of July, 2012.

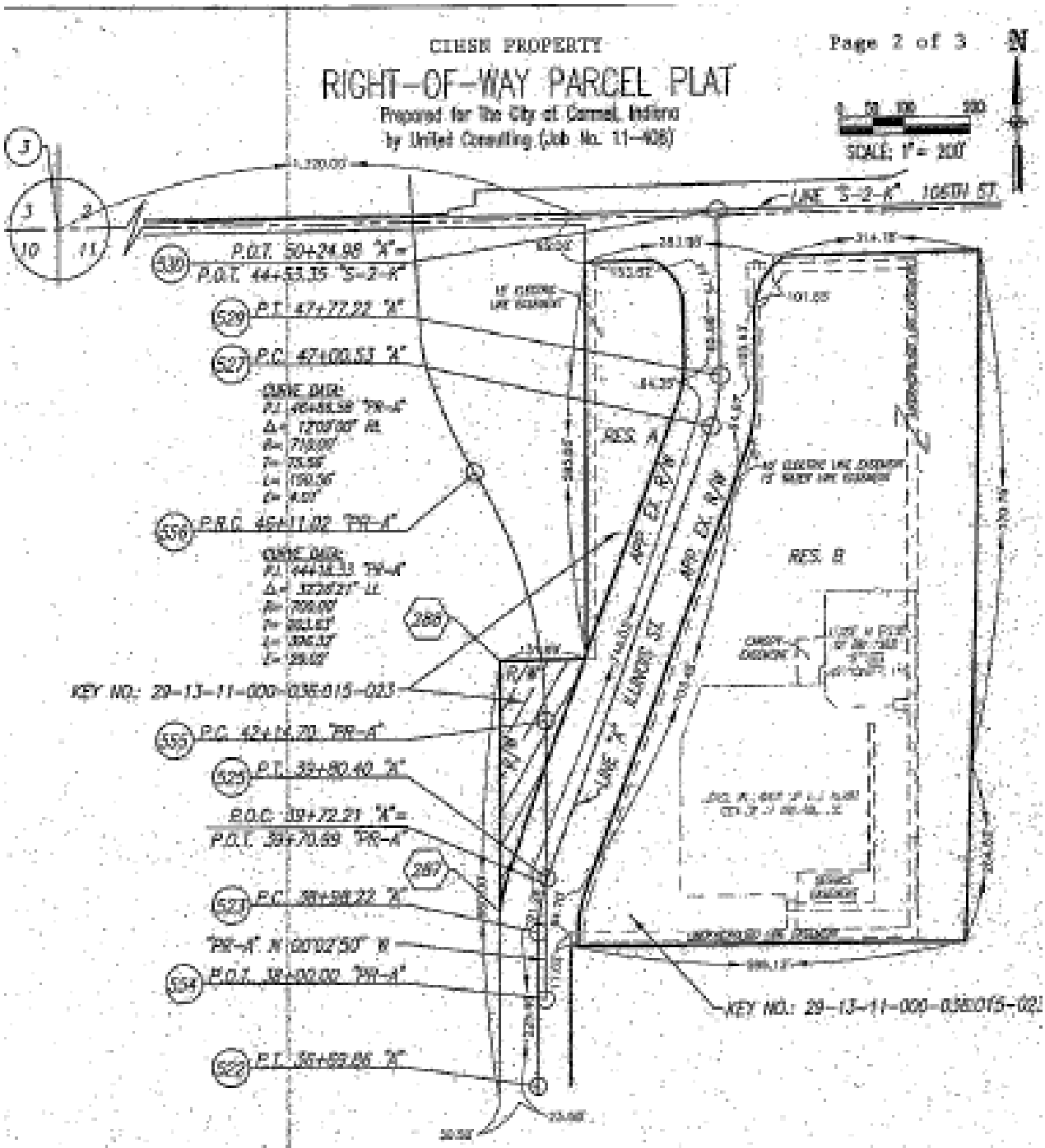
TIMOTHY J. COOMES REGISTERED 20600004 STATE OF INDIANA LAND SURVEYOR

CIESH PROPERTY

RIGHT-OF-WAY PARCEL PLAT

Prepared for The City of Carmel, Indiana
by United Consulting (Job No. 11-408)

SCALE: 1" = 200'



OWNER :	CHS NEWCO, LLC
PARCEL :	7
CODE :	
PROJECT :	10-10
ROAD :	ILLINOIS ST.
COUNTY :	HAMILTON
SECTION :	11
TOWNSHIP :	17N
RANGE :	3E

HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: K.J. CARR 6-18-12
CHECKED BY: T.J. COOMES 6-18-12
DES. NO. :

INSTRUMENT NO. 200100045861, DATED 7-17-2001

Distances shown are from the plans filed Record Documents.

PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
*3	----	----	----	----	----
*522	"K"	----	----	----	----
*523	"K"	----	----	----	----
*525	"K"	----	----	----	----
*527	"K"	----	----	----	----
*529	"K"	----	----	----	----
*530	"K"	----	----	----	----
287	"PR-K"	+R(39+29.68)	R(70.65' LT.)	98676.0897	106071.3909
288	"PR-K"	+R(43+15.56)	R(64.07' LT.)	99062.4196	106071.0812
554	"PR-K"	P.O.T.(38+00.00)	----	98545.4688	106142.1524
555	"PR-K"	P.C.(42+14.70)	----	98961.1691	106141.8111
556	"PR-K"	P.R.C.(46+11.02)	----	99336.5618	106032.2750

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Instrument Number 2011051245 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12. ("Rule 12").

Given under my hand and seal 7/26/12
Date

TIMOTHY J. COOMES
Registered Land Surveyor No. 20600004
State of Indiana

TIMOTHY J. COOMES REGISTERED * 20600004 * STATE OF INDIANA LAND SURVEYOR

OWNER :	CIHS NEWCO, LLC
PARCEL :	7
CODE :	
PROJECT :	10-10
ROAD :	ILLINOIS ST.
COUNTY :	HAMILTON
SECTION :	17
TOWNSHIP :	17N
RANGE :	3E

DRAWN BY: K.L. CARR, 6-18-12
CHECKED BY: T.J. COOMES, 6-19-12
DES. NO. :

Coordinate shown are from the above listed Control Monuments

EXHIBIT B

CITY PROPERTY LEGAL DESCRIPTON

Remnant Parcel 2

A part of the Northwest Quarter of Section 11, Township 17 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the Northwest corner of said quarter section, designated as point "3" on said parcel plat; thence along the north line of said section North 89 degrees 09 minutes 45 seconds East 1,320.00 feet to the northeast corner of the property described in Instrument Number 2011006453 in the office of the Recorder of Hamilton County, Indiana; thence along the east line of said property South 00 degrees 02 minutes 50 seconds East 96.63 feet to the point of beginning of this description, designated as point "604" on said plat; thence continuing along said east line South 00 degrees 02 minutes 50 seconds East 563.93 feet to the southeast corner of said property; thence along the south line of said property South 89 degrees 12 minutes 00 seconds West 15.08 feet to point "611" designated on said plat; thence Northwesterly 332.68 feet along an arc to the left and having a radius of 752.00 feet and subtended by a long chord having a bearing of North 19 degrees 48 minutes 46 seconds West and a length of 329.97 feet to point "609" designated on said plat; thence Northwesterly 139.53 feet along an arc to the right and having a radius of 658.00 feet and subtended by a long chord having a bearing of North 26 degrees 24 minutes 41 seconds West and a length of 139.27 feet to point "608" designated on said plat; thence Northwesterly 56.41 feet along an arc to the right and having a radius of 198.00 feet and subtended by a long chord having a bearing of North 12 degrees 10 minutes 26 seconds West and a length of 56.22 feet to point "607" designated on said plat; thence North 04 degrees 00 minutes 42 seconds West 36.19 feet to point "606" designated on said plat; thence North 86 degrees 36 minutes 26 seconds East 75.66 feet to point "605" designated on said plat; thence North 75 degrees 16 minutes 54 seconds East 131.59 feet to the point of beginning and containing 1.351 acres, more or less.

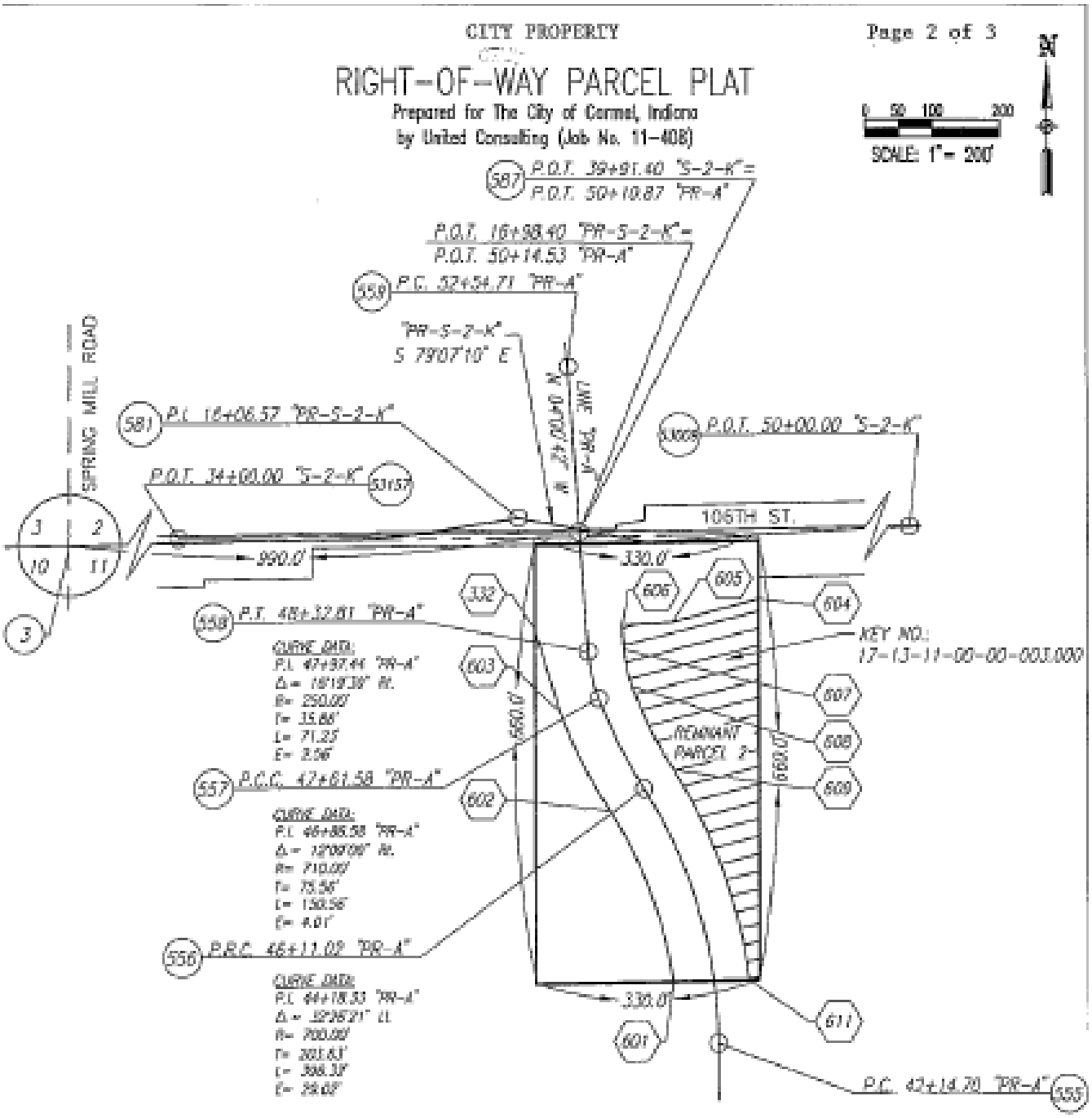
This description was prepared for the City of Carmel, Indiana by Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the 25th day of July, 2013.

TIMOTHY J. COOMES
REGISTERED
20600004
STATE OF INDIANA
LAND SURVEYOR

CITY PROPERTY

RIGHT-OF-WAY PARCEL PLAT

Prepared for The City of Carmel, Indiana
by United Consulting (Job No. 11-408)



OWNER	: CITY OF CARMEL	REVISED BY:	K.J. CARR 7/25/13
PARCEL	:	DRAWN BY:	K.J. CARR 4-23-13
CODE	:	CHECKED BY:	T.J. COOMES 4-24-13
PROJECT	: 10-10	DES. NO. :	
ROAD	: ILLINOIS ST.		
COUNTY	: HAMILTON		
SECTION	: 11		
TOWNSHIP	: 17N.		
RANGE	: 3E.		

HATCHED AREA IS THE APPROXIMATE REMNANT

INSTRUMENT NO. 2011006453, DATED 12-1-2010

Dimensions shown are from the above listed Record Documents.

CITY PROPERTY

PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
*3	----	----	----	----	----
*53009	"S-2-K"	----	----	----	----
*53157	"S-2-K"	----	----	----	----
555	"PR-K"	P.C. 42+14.70	----	98951.1691	105141.8111
556	"PR-K"	P.R.C. 46+11.02	----	99336.5618	106032.2750
557	"PR-K"	P.C.C. 47+61.58	----	99471.1536	105985.4297
558	"PR-K"	P.T. 48+32.81	----	99540.5474	105950.4592
559	"PR-K"	P.C. 52+54.71	----	99861.4120	105920.9443
581	"PR-S-2-K"	P.I. 16+06.57	----	99739.1801	105847.5887
587	"PR-K"	P.O.T. 50+10.82	----	99718.1885	105938.0028
332	"PR-K"	48+20.00	R(75.37' LT.)	99572.3735	105872.6681
601	"PR-K"	+R(43+14.97)	60.00' LT.	99052.4768	106075.1811
602	"PR-K"	P.R.C.(46+11.02)	60.00' LT.	99304.3359	105981.8638
603	"PR-K"	P.C.C.(47+61.58)	60.00' LT.	99450.3016	105909.1895
604	"PR-S-2-K"	+R(19+59.19)	95.00' RT.	99518.1965	105202.5990
605	"PR-S-2-K"	18+30.00	120.00' RT.	99584.7646	106075.3311
606	"PR-K"	48+69.00	52.00' RT.	99580.2867	105999.8000
607	"PR-K"	P.T.(48+32.81)	52.00' RT.	99544.1851	106002.3318
608	"PR-K"	P.C.C.(47+61.58)	52.00' RT.	99489.2353	106014.1884
609	"PR-K"	P.R.C.(46+11.02)	52.00' RT.	99364.4809	106076.1380
611	"PR-K"	+R(43+01.35)	52.00' RT.	99054.0521	106187.9811

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Instrument Number 2011051245 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Given under my hand and seal 7/26/13
Date

TIMOTHY J. COOMES
Registered Land Surveyor No. 20600004
State of Indiana

TIMOTHY J. COOMES REGISTERED 20600004 STATE OF INDIANA LAND SURVEYOR

OWNER	: CITY OF CARMEL	REVISED BY:	K.L. CARR 7/25/13
PARCEL	:	DRAWN BY:	K.L. CARR 4-23-13
CODE	:	CHECKED BY:	T.J. COOMES 4-24-13
PROJECT	: 10-10	DES. NO. :	
ROAD	: ILLINOIS ST.		
COUNTY	: HAMILTON		
SECTION	: 11		
TOWNSHIP	: 17N.		
RANGE	: 3E.		

Dimensions shown are from the above listed Record Documents.

EXHIBIT C

RESOLUTION NO. BPW 10-07-15-04

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CARMEL, INDIANA, REGARDING THE THIRD PARTY TRANSFER OF REAL PROPERTY

WHEREAS, the City of Carmel, Indiana (hereinafter, the "City") owns certain property located at the southwest corner of 106th Street and Illinois Street consisting of approximately three and eight tenths (3.8) acres in Carmel, Indiana (the "Property"); and

WHEREAS, the City has now determined that only a portion of the Property is necessary for right-of-way purposes (the "Right-of-Way Area") and that a portion of the remainder of the Property (the "Remainder Property") is not needed for any other public purpose; and

WHEREAS, the legal description of the Remainder Property is set forth on Exhibit A attached hereto; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Carmel, Board of Public Works and Safety ("BPW") hereby makes the following findings:

The foregoing Recitals are incorporated herein by this reference.

1. Upon approval of the sale of the Remainder Property by the Common Council of the City of Carmel, Indiana, the Remainder Property shall be sold or exchanged pursuant to I.C. 36-1-11-9.

2. The purchase price for the Remainder Property shall not be less than $320,000.00 adjusted by reasonable and customary closing costs and other expenses incurred by the City as result of such sale.

3. The BPW hereby designates Steve Engleking, Director of the Department of Administration for the City of Carmel, Indiana, as its agent for purposes of completing the disposition of the Remainder Property. Mr. Engleking is hereby authorized to execute all documents required in connection with the disposition of the Remainder Property pursuant to this Resolution and to take all other lawful actions as are necessary or appropriate to complete the acquisition, offering and disposition of the Remainder Property as contemplated herein.

PASSED by the Board of Public Works and Safety of the City of Carmel, Indiana, this 7th day of October, by a vote of 2 ayes and 0 nays.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

By: Not Present
James Brainard, Presiding Officer
Date:

Mary Ann Burke
Mary Ann Burke, Member
Date: 10/7/15

Lori Watson, Member
Date: 10/7/15

ATTEST:

Sandra Johnson
Diana L. Cordray, IAMC, Clerk-Treasurer
Date: 10-7-15

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared ~~Mayor James Brainard~~, Mary Ann Burke, Lori Watson, by me known to be the Members of the City of Carmel Board of Public Works and Safety, and ~~Diana L. Cordray~~ Sandra Johnson, Deputy, Clerk-Treasurer of the City of Carmel, who acknowledged the execution of the foregoing "Resolution" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this 7th day of October 2015.

Notary Public Signature

C Ann Davis
Notary Public - Printed

Commission Expires:

County of Residence: Hamilton

EXHIBIT A

CITY PROPERTY LEGAL DESCRIPTON

Remnant Parcel 2

A part of the Northwest Quarter of Section 11, Township 17 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the Northwest corner of said quarter section, designated as point "3" on said parcel plat; thence along the north line of said section North 89 degrees 09 minutes 45 seconds East 1,320.00 feet to the northeast corner of the property described in Instrument Number 2011006453 in the office of the Recorder of Hamilton County, Indiana; thence along the east line of said property South 00 degrees 02 minutes 50 seconds East 96.63 feet to the point of beginning of this description, designated as point "604" on said plat; thence continuing along said east line South 00 degrees 02 minutes 50 seconds East 563.95 feet to the southeast corner of said property; thence along the south line of said property South 89 degrees 12 minutes 00 seconds West 15.08 feet to point "611" designated on said plat; thence Northwesterly 332.68 feet along an arc to the left and having a radius of 752.00 feet and subtended by a long chord having a bearing of North 19 degrees 48 minutes 46 seconds West and a length of 329.97 feet to point "609" designated on said plat; thence Northwesterly 139.53 feet along an arc to the right and having a radius of 658.00 feet and subtended by a long chord having a bearing of North 26 degrees 24 minutes 41 seconds West and a length of 139.27 feet to point "608" designated on said plat; thence Northwesterly 56.41 feet along an arc to the right and having a radius of 198.00 feet and subtended by a long chord having a bearing of North 12 degrees 10 minutes 26 seconds West and a length of 56.22 feet to point "607" designated on said plat; thence North 04 degrees 00 minutes 42 seconds West 36.19 feet to point "606" designated on said plat; thence North 86 degrees 36 minutes 26 seconds East 75.66 feet to point "605" designated on said plat; thence North 75 degrees 16 minutes 54 seconds East 131.59 feet to the point of beginning and containing 1.351 acres, more or less.

This description was prepared for the City of Carmel, Indiana by Timothy J. Coones, Indiana Registered Land Surveyor, License Number 20600004, on the 25th day of July, 2013.

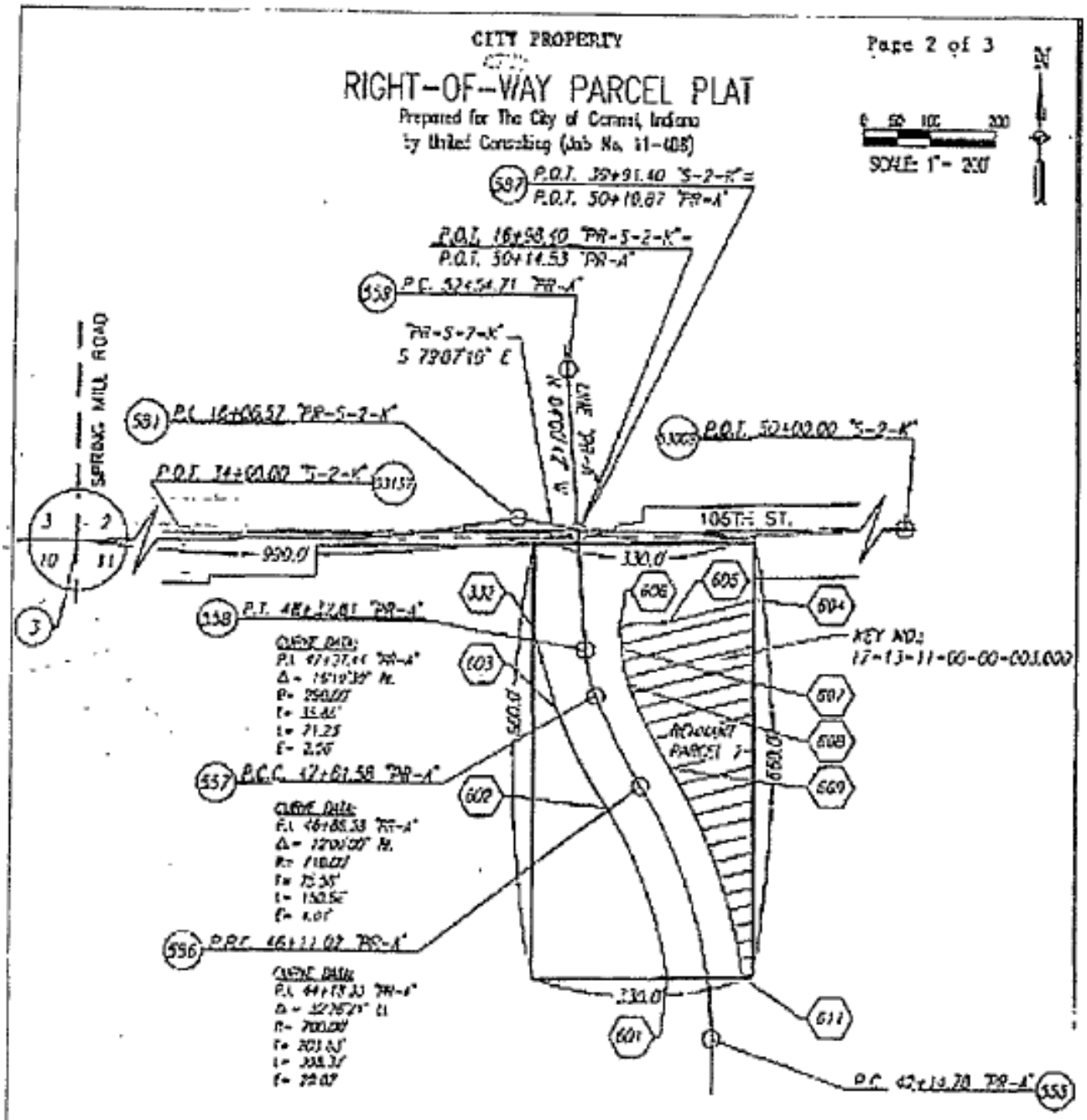
TIMOTHY J. COONES REGISTERED 20600004 STATE OF INDIANA LAND SURVEYOR

CITY PROPERTY

Page 2 of 3

RIGHT-OF-WAY PARCEL PLAT

Prepared for The City of Carmel, Indiana
by United Consulting (Job No. 11-008)



OWNER	: CITY OF CARMEL	REVISED BY:	K.L. CARR 7/25/13
PARCEL	:	DRAWN BY:	K.L. CARR 4-23-13
CODE	:	CHECKED BY:	T.J. COOKES 4-24-13
PROJECT	: 10-10	DES. NO.	:
ROAD	: ILLINOIS ST.	INSTRUMENT NO. 2011006453, DATED 12-1-2010	
COUNTY	: HAMILTON		
SECTION	: 11		
TOWNSHIP	: 17N.		
RANGE	: 3E.		

HATCHED AREA IS THE APPROXIMATE REMNANT

Surveyor's signature on front of the above land Record Document.

CITY PROPERTY

PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
13	----	----	----	----	----
#5.1005	"S-2-K"	----	----	----	----
#5.1157	"S-2-K"	----	----	----	----
555	"PR-A"	P.C. 42+14.70	----	99851.1891	105141.8111
556	"PR-A"	P.R.C. 46+11.02	----	99536.5616	105033.2750
557	"PR-A"	P.C.C. 47+61.58	----	99471.1536	105955.4297
558	"PR-A"	P.T. 48+32.81	----	99540.5474	105860.4592
559	"PR-A"	P.C. 52+54.71	----	99161.4120	105970.5443
581	"PR-S-2-K"	P.A. 16+05.57	----	99739.1601	105547.5887
587	"PR-A"	P.O.T. 50+20.67	----	99718.1680	105938.0822
332	"PR-A"	48+70.00	8(75.57' Lt.)	99572.3735	105572.6881
601	"PR-A"	#9(43+14.97)	60.00' Lt.	99662.4765	106075.1811
602	"PR-A"	P.R.C.(46+11.02)	60.00' Lt.	99301.3359	105801.5638
603	"PR-A"	P.C.C.(47+61.58)	60.00' Lt.	99450.3045	105909.1695
604	"PR-S-2-K"	#8(19+58.19)	85.00' Rt.	99512.1965	106202.5002
606	"SH-S-2-K"	13+30.00	120.00' Rt.	99561.7645	106075.3311
606	"PR-A"	48+69.00	52.00' Rt.	99580.2867	105999.2000
607	"PR-A"	P.T.(48+32.81)	52.00' Rt.	99544.1851	106002.3318
608	"PR-A"	P.C.C.(47+61.58)	52.00' Rt.	99499.2153	106014.1881
609	"PR-A"	P.R.C.(46+11.02)	52.00' Rt.	99361.8109	105996.1380
611	"PR-A"	#2(43+01.55)	52.00' Rt.	99064.0521	106187.5811

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Instrument Number 2011061245 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code: 865 IAC 1-12, ("Rule 12").

Given under my hand and seal 7/25/13
Date

TIMOTHY J. COOKES
Registered Land Surveyor No. 20600004
State of Indiana

TIMOTHY J. COOKES
REGISTERED
20600004
STATE OF INDIANA
LAND SURVEYOR

OWNER :	CITY OF CARMEL	REVISED BY:	K.L. GARR 7/25/13
PARCEL :		DRAWN BY:	K.L. GARR 4-23-13
CODE :		CHECKED BY:	T.J. COOKES 4-24-13
PROJECT :	10-10	DES. NO. :	
ROAD :	ILLINOIS ST.		
COUNTY :	HAMILTON		
SECTION :	14		
TOWNSHIP :	17N.		
RANGE :	3E.		

Directions shown are from the plans filed Record Documents.

Sponsor: Councilors Finkam, Snyder, Rider and Schleif

RESOLUTION CC-11-02-15-02

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH THE INTEGRATED 126TH STREET CORRIDOR ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission"), as the governing body for the City of Carmel Redevelopment Department, pursuant to Indiana Code 36-7-14, as amended (the "Act), adopted a Resolution on October 15, 2015 (the "CRC Resolution"), which made certain amendments to the previously declared Integrated 126th Street Corridor Economic Development Area (the "Economic Development Area") and the Economic Development Plan (the "Plan") for the Economic Development Area (such Plan amendments, the "Plan Supplement"); and

WHEREAS, the City of Carmel Plan Commission, on October 20, 2015, approved and adopted a resolution (the "Plan Commission Order") determining that the CRC Resolution and Plan Supplement conform to the plan of development for the City of Carmel, Indiana (the "City") and approving the CRC Resolution and the Plan Supplement; and

WHEREAS, to foster economic development in the City, the Common Council of the City now desires to approve a Project Agreement, a form of which has been presented to the Common Council of the City on the date hereof (the "Project Agreement"), between the Redevelopment Commission and Carmel Development II, LLC (the "Developer"), with respect to the design and construction of a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road in the City (the "Project"), which Project Agreement sets forth the terms on which the Redevelopment Commission and the Developer will complete the Project; and

WHEREAS, to foster economic development in the City, the Common Council of the City now desires to approve a Purchase Agreement, a form of which has been presented to the Common Council of the City on the date hereof (the "Purchase Agreement"), between the Redevelopment Commission and the Developer, with respect to the purchase of certain property for the development of the Project.

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

1. Pursuant to Section 16(b) of the Act, the Common Council of the City determines that the CRC Resolution and the Plan Supplement, in all respects, conform to the plan of development for the City, and approves in all respects, the CRC Resolution, the Plan Supplement, and the Plan Commission Order.

2. Each of the Project Agreement and the Purchase Agreement, in substantially the form presented to the Common Council of the City on the date hereof, is hereby approved.

3. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor as required by law.

PASSED by the Common Council of the City of Carmel, this _____ day of _____, 2015, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana, this ____ day of _____, 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____, 2015, at _____ ___.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by: Bruce D. Donaldson
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

INDS01 AWILLIAMS 1535037v2

RESOLUTION NO. 2015-9

RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION AMENDING THE DECLARATORY RESOLUTION AND THE DEVELOPMENT PLAN FOR THE INTEGRATED 126TH STREET CORRIDOR ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Carmel Redevelopment Commission (the "Commission") pursuant to IC 36-7-14 (the "Act") serves as the governing body of the City of Carmel Redevelopment District (the "District"); and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the "Declaratory Resolution") which established and expanded an economic development area known as the "Integrated 126th Street Corridor Economic Development Area" (the "Economic Development Area"), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, one of which is known as the Amended 126th Street Allocation Area (the "Amended 126th Street Allocation Area"), and approved a development plan for the Economic Development Area (the "Plan") pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan (i) to remove the area described on Exhibit A attached hereto from the Amended 126th Street Allocation Area, (ii) to designate the area described on Exhibit A attached hereto as a separate allocation area pursuant to Section 39 of the Act to be known as the Proscenium Allocation Area (the "Proscenium Allocation Area"), and (iii) to adopt a supplement to the Plan attached hereto as Exhibit B (the "2015 Plan Supplement") (clauses (i), (ii) and (iii), collectively, the "2015 Amendments"); and

WHEREAS, the 2015 Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Sections 41 and 43 of the Act permit the creation of "economic development areas" and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 41 and 43 of the Act to the 2015 Amendments; and

WHEREAS, the Commission now desires to approve the 2015 Amendments.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Redevelopment Commission, governing body of the City of Carmel Redevelopment District, as follows:

1. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Economic Development Area as provided in the 2015 Amendments and to continue to develop the Economic Development Area, including the Proscenium Allocation Area, under the Act.

2. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2015 Plan Supplement, conform to the comprehensive plan of development for the City.

3. The 2015 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

4. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

5. In support of the findings and determinations set forth in Sections 1 through 4 above, the Commission hereby adopts the specific findings set forth in the 2015 Plan Supplement.

6. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Proscenium Allocation Area. If at any time the Commission proposes to acquire specific parcels of land, the required procedures for amending the Plan, as amended by the 2015 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

7. The Commission finds that no residents of the Economic Development Area will be displaced by any project resulting from the 2015 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

8. The 2015 Amendments are hereby in all respects approved.

9. The area described in Exhibit A is hereby removed from the Amended 126th Street Allocation Area, and is hereby designated as a separate "allocation area" pursuant to Section 39 of the Act to be known as the "Proscenium Allocation Area," for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under I.C. 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

> Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the Proscenium Allocation Area hereby designated as the "Proscenium Allocation Fund" and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the

Commission. Except as otherwise provided in the Act, before July 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

10. The foregoing allocation provision shall apply to all of the Proscenium Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Proscenium Allocation Area that would not have been generated but for the adoption of the allocation provision, as specifically evidenced by the findings set forth in Exhibit B hereto. The base assessment date for the Proscenium Allocation area is March 1, 2015.

11. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and the allocation provisions herein relating to the Proscenium Allocation Area shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the Proscenium Allocation Area.

12. This Resolution, together with any supporting data, shall be submitted to the City of Carmel Plan Commission (the "Plan Commission") and the Common Council of the City (the "Council") as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

Adopted the 15th day of October, 2015.

CITY OF CARMEL REDEVELOPMENT COMMISSION

not present
President

Vice President

Secretary

Member

Member

EXHIBIT A

Description of the Proscenium Allocation Area

The Proscenium Allocation Area consists of the following parcels:

PARCEL ID NUMBERS:
16-09-36-00-00-027.000
16-09-36-00-00-028.000

The Proscenium Allocation Area also includes any and all public rights of way that physically connect any of the above described parcels.

EXHIBIT B

2015 Plan Supplement

The Plan is hereby supplemented by adding the following projects to the Plan:

The design and construction of infrastructure improvements, including parking, street development, utility relocations and/or streetscape development, all to support a proposed mixed use residential, retail and office development generally to be located in the northwest quadrant of the intersection of Carmel Drive and Rangeline Road, in the City of Carmel, Indiana. The estimated cost of these improvements is $8,000,000.

Based on representations of the developer of the mixed use project, the Commission has determined that the development will not proceed as planned without the contribution of tax increment revenues to be derived from the Proscenium Allocation Area to the projects described above.

RECEIVED
OCT 15 2015

RESOLUTION NO. PC-10-20-15-a

RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION AND DEVELOPMENT PLAN FOR THE INTEGRATED 126TH STREET CORRIDOR ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission") on October 15, 2015, approved and adopted a Resolution (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the Integrated 126th Street Corridor Economic Development Area (the "Plan Supplement"); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Plan Supplement to this Plan Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION, as follows:

1. The Resolution and the Plan Supplement conform to the plan of development for the City of Carmel, Indiana.

2. This Plan Commission hereby approves the Resolution and the Plan Supplement. This resolution hereby constitutes the written order of the Plan Commission approving the Resolution and the Plan Supplement pursuant to I.C. § 36-7-14-16.

3. The Secretary of this Plan Commission is hereby directed to file a copy of the Resolution and the Plan Supplement with the minutes of this meeting.

SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 20th day of October, 2015.

CITY OF CARMEL PLAN COMMISSION

President

ATTEST:

Secretary

INDS01 AWILLIAMS 1535032v2

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2015, by and between the City of Carmel Redevelopment Commission (the "CRC") and Carmel Development II, LLC, an Indiana limited liability company (the "Company"),

W I T N E S S E T H:

WHEREAS, the CRC exists for, among other things, the purposes of providing for the development and redevelopment of economic development areas within the City of Carmel, Indiana (the "City"); and

WHEREAS, the Company has approached the CRC regarding the development and construction of a mixed use development including retail, office, residential, and other amenities, as more particularly described in Exhibit A-1 attached hereto (the "Project"); and

WHEREAS, pursuant to a Purchase Agreement, dated _____, 2015 (the "Purchase Agreement") by and between the CRC and the Company, the Company will acquire certain real estate as more particularly described in Exhibit A-2 attached hereto (the "Project Site") upon which the Project will be constructed; and

WHEREAS, in connection with the Project, the Company will make a capital investment in approximately the amounts set forth in Exhibit A-3 attached hereto; and

WHEREAS, in connection with the Project, the Company has requested certain economic development assistance and participation from the CRC for the purposes of funding a portion of the infrastructure and public improvements more particularly described in Exhibit A-4 attached hereto (the "Public Improvements"); and

WHEREAS, the CRC has determined that the completion of the Project is in the best interests of the citizens of the City, and, therefore, the CRC desires, subject to further proceedings required by law, to take certain steps in order to provide certain economic development assistance and participation as described herein and to induce the Company to complete the Project;

NOW, THEREFORE, in consideration of the foregoing and of 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

1.01. Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

1.02. Exhibits. The following Exhibits are attached to and made part of this Agreement.

Exhibit A-1	Description of Project
Exhibit A-2	Project Site
Exhibit A-3	Project Capital Investment
Exhibit A-4	Public Improvements
Exhibit B	Construction Schedule
Exhibit C	Estimated Assessed Value, TIF Revenue Projections and Proforma Bond Sizing
Exhibit D	Required Insurance Coverages
Exhibit E	Design Plan including Site Plan and Representative Renderings

ARTICLE II. MUTUAL ASSISTANCE

2.01. Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably 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.

ARTICLE III. PROJECT DEVELOPMENT

3.01. Project Site. The Company will acquire from CRC and CRC shall sell to Company the Project Site pursuant to the Purchase Agreement and, subject to the performance by each of the CRC, the City, the City of Carmel Economic Development Commission (the "EDC") and the City of Carmel Plan Commission (the "Plan Commission") of their respective actions described in this Agreement, will construct the Project on the Project Site.

3.02. Development and Construction Timeline. The Project will consist of the items and/or parameters set forth in Exhibit A-1 attached hereto. The Company will use commercially reasonable and diligent efforts to commence construction of the Project by no later than thirty (30) days following the successful procurement of all permits and other necessary governmental approvals, and shall use commercially reasonable and diligent efforts to complete construction and equipping of the Project in accordance with the plans and designs approved by the Council and the CRC and the construction schedule attached hereto as Exhibit B, subject to permitted delays provided for in Section 3.06 hereof.

3.03. Project Design and Plan Refinement. The Company acknowledges that the Project design is, pursuant to City Council Ordinance Z-571-13, subject to the approvals of the City of Carmel Common Council (the "Council") and the CRC. The Project design, including site plan layout and representative renderings is attached hereto as Exhibit F and approval of this Project Agreement by the Council constitutes such Project design approval as contemplated by City Council Ordinance Z-571-13. In the event the Project design is modified in any material respect, such modification and refinement shall also require Council and CRC approval.

3.04. City Property. Project design elements (i.e. roads, sidewalks, pathways) that will be deeded to or remain property of the City or the CRC shall be designed and built to meet City standards as defined by the City Engineering Office.

3.05. Assessed Value and TIF Revenues. Following completion, the Company anticipates that the Project will be assessed at the values set forth on Exhibit C, and based on such assessed value the Company and the CRC anticipate that Project TIF Revenues (as defined in Section 4.02 hereof) will be generated in the amounts set forth on Exhibit C, but Company shall have no liability if such values are not achieved.

3.06. Permitted Delays; Force Majeure. Whenever performance of any obligation or covenant is required of any party hereunder, such party shall use commercially reasonable diligence and take all reasonably necessary measures in good faith to perform such obligations and covenants; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons) (collectively, the "Force Majeure"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such Force Majeure. If (i) there should arise any permitted delay for which the Company or any of the CRC, the City, the EDC or the Plan Commission (collectively, the "City Bodies") is entitled to delay its performance under this Agreement and (ii) the Company or such City Body anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such City Body, as the case may be, shall to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

3.07. Inspection.

3.07.1. Permitted Inspection. Upon reasonable written notice delivered to the Company which notice shall specify the portion of the construction of the Public Improvements or the Project to be inspected, CRC may inspect (or engage a third party to inspect) any portion of the Public Improvements or the Project (a "Permitted Inspection"). Within ten (10) days after a Permitted Inspection, CRC may deliver a written notice identifying any items or components of the Public Improvements or the Project (i) containing a material defect in workmanship or materials or (ii) having not been performed in substantial accordance with the terms and conditions of this Agreement (a "Non-Compliance Notice"), and then the Company shall correct, or cause to be corrected, as soon as is reasonably practicable without the expenditure of overtime wages or increased cost of materials due to expedited delivery, all defects or issues in the Public Improvements identified in the Non-Compliance Notice, except and to the extent that (a) any such defects or issues previously have been accepted, (b) deemed to have been accepted, by CRC or (c) are being contested by Company, whereby CRC and Company shall use good faith efforts to resolve such disagreement.

3.07.2. Final Inspection. If the Company delivers to CRC a written request for a Permitted Inspection relating to substantial completion of the Public Improvements (the "Final Inspection"), then, on or before the later of the date that is five business days

after: (i) receipt of such request, or (ii) the date specified in such request as the anticipated substantial completion date for the Public Improvements; CRC shall: (i) conduct (or waive its right to conduct) the Final Inspection, and (ii) deliver a Non-Compliance Notice (if applicable) to the Company; provided that: (i) upon receipt of a Non-Compliance Notice, the Company shall correct, or cause to be corrected, as soon as is reasonably practicable, all defects or issues in the Public Improvements identified in the Non-Compliance Notice, provided Company shall have the right to contest such Non-Compliance Notice whereby CRC an Company shall in good faith efforts to resolve such disagreement and (ii) all items or components of the Public Improvements with respect to which no defects or issues are identified in a timely Non-Compliance Notice shall be deemed to be accepted by CRC. Upon: (i) correction of all defects or issues of the Public Improvements identified in the Non-Compliance Notice, or (ii) deemed acceptance pursuant to this Subsection; CRC shall have no further inspection rights.

3.07.3. Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by CRC pursuant to this Section shall be applicable with respect to any material defects in the construction of the Public Improvements that: (a) are not discovered, and (b) reasonably are not discoverable, by the CRC (or its third-party inspector) during an inspection of the Public Improvements. Any acceptance, or deemed acceptance, by CRC pursuant to this Section shall not mean that CRC has accepted, or the Company has been relieved of, responsibility for: (i) compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, approvals, permits, orders, and/or decrees (collectively "Laws"), (ii) the proper application of construction means or methods, or (iii) correcting any defective portion of the Public Improvements, if it later is determined that such defective portion is inconsistent with the proper completion of a subsequent portion of the Public Improvements.

3.07.4. General. In the case of a Permitted Inspection, CRC shall: (i) comply with all health and safety rules of which it has been informed that have been established for personnel present on the construction site, and (ii) coordinate the inspections so that the inspections do not unreasonably interfere with the performance of construction. The Company shall have the right to have its construction manager or other personnel accompany CRC during any Permitted Inspection.

ARTICLE IV. ECONOMIC DEVELOPMENT ASSISTANCE

4.01. Economic Development Revenue Bonds; Public Improvements. The EDC, the CRC and the Council shall each, subject to further proceedings required by law, cause the issuance of, in one or more series, taxable or tax-exempt economic development revenue bonds pursuant to Indiana Code § 36-7-12 (the "Bonds"), in an amount not to exceed that set forth in Exhibit C attached hereto. The Bonds shall be purchased by and in the name of the Company or an affiliate thereof. The net proceeds of the Bonds (following the payment of all reasonable costs of issuance of the Bonds) shall be used for the payment of a portion of the Public Improvements. The City shall not pledge to the repayment of the Bonds any tax revenues or other funds of the City, except the Pledged TIF Revenues (as defined below). The Pledged TIF Revenues shall constitute the sole source of repayment of the Bonds.

4.02. Disbursement of Bond Proceeds. The procedures for disbursement of bond proceeds will be set forth in the Trust Indenture and Financing Agreement relating to the Bonds and (with the exception of an initial disbursement to pay or reimburse costs) shall require submission of invoices to the Trustee supporting the disbursement to pay costs of the Public Improvements.

4.03. Inclusion in Economic Development Area and Pledge of TIF Revenues. CRC represents that the Project Site is within the 126th Street Economic Development Area, as amended. The City Bodies will, subject to further proceedings required by law, take such actions as are necessary to create an allocation area comprised of the Project Site allocation area. It is currently contemplated by CRC and its advisors that the estimated investment in the Project and resulting increases in assessed valuation of the real property will generate estimated tax increment revenues in the amounts set forth on Exhibit C hereto (such tax increment revenues generated by the Project, the "Project TIF Revenues"). The CRC shall, subject to further proceedings required by law, cause 75% of the Project TIF Revenues to be pledged for the period of years set forth in Exhibit C as the sole source of repayment of the Bonds (the "Pledged TIF Revenues").

4.04. Additional Property. Subject to further proceedings required by law, the CRC, in connection with other of the City Bodies will acquire that portion of the Project shown on Exhibit F and not presently part of the Project Site (but excluding that portion designated for "future development") and will offer such property for sale in accordance with applicable law, including but not limited to Ind. Code §36-7-14-22.

4.05. Intersection Improvements. Subject to further proceedings required by law, the City Bodies, will use good faith efforts to make certain intersection improvements to the intersection of West Carmel Drive and South Rangeline Road in accordance with the site plan layout included in Exhibit F. The City Bodies will use good faith efforts to complete such improvements by June 30, 2016.

ARTICLE V. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01. Representations and Warranties of the Company.

5.01.1. The Company. The Company represents and warrants to CRC that: (i) the Company will not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (ii) the Company is an existing Indiana limited liability company, and (iii) the Company has the power to enter into this Agreement and to perform its obligations hereunder, the Company has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder, and this Agreement is the legal, valid, and binding obligation of the Company.

5.01.2. Public Improvements. The Company acknowledges that the cost of the Public Improvements will likely exceed the amount of available net proceeds of the Bonds. To the extent such costs actually exceed available net proceeds of the Bonds, the Company shall construct and complete the Public Improvements with other funds

available to the Company and neither CRC, the City nor any other public agency or body shall have any responsibility to fund any additional portion of the Public Improvements.

5.01.3. Further Proceedings. The Company acknowledges that the provision of the economic development assistance and participation described herein is subject to certain actions and proceedings required by law and to be taken by the City Bodies. CRC's obligations hereunder are to operate in good faith in pursuit of such actions and proceedings, provided, however that the failure by any of the City Bodies to take such actions or proceedings shall not be a default by CRC under this Agreement.

5.01.4. Insurance. During performance of the Project, the Company shall maintain the policies of insurance described in Exhibit D attached hereto. Each such policy shall: (a) be written by a company with a Best rating of A- or better, and (b) provide that the same shall not be modified or canceled without written notice to the CRC at least thirty (30) days in advance (but only to the extent such policy provision or endorsement is commercially available). The policy of general liability insurance required by this Section shall name the CRC as an additional insured. The Company shall deliver to the CRC certificates of the insurance policies required by this Section to be maintained by it, duly executed by the insurance company or the general agency writing such policies.

5.01.5. Reporting Requirements. During the course of the construction of the Project, the Company shall not later than the 3rd Wednesday of each month, provide monthly reports to the CRC detailing progress of the construction of the Project and any related matters reasonably requested by the CRC.

5.02. Representations and Warranties of the CRC.

5.02.1. CRC. The CRC represents and warrants to the Company that: (i) the CRC will not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (ii) the CRC is a public body organized and existing under the laws of the State of Indiana, and (iii) the CRC has the power to enter into this Agreement and to perform its obligations hereunder, the CRC has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder, and this Agreement is the legal, valid, and binding obligation of the CRC.

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES

6.01. Events of Default. In addition to those Events of Default set forth in Section 6.03, it shall be an "Event of Default" if either party fails to perform or observe any term or condition of this Agreement to be performed or observed by it, and such failure continues for thirty (30) days after receipt of written notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (a) commences to remedy the failure within the 30-day period, and (b) diligently pursues such remedy to completion.

6.02. Remedies. Whenever an Event of Default occurs, the non-defaulting party shall be entitled to all remedies available at law or in equity, including, without limitation, the remedies of specific performance and injunction, to enforce the terms and conditions of this Agreement; provided, that, in the case of an Event of Default by the Company, the CRC shall have the right to: (a) suspend the distribution of the Bond Proceeds to the Company until: (i) no uncured Event of Default by the Company exists, and (ii) the Company has paid to the CRC all amounts owing hereunder, if any, on account of such Event of Default, and/or (b) perform all or a portion of the Public Improvements for and on behalf of the Company, apply the Bond Proceeds against the reasonable costs incurred in connection therewith, and recover from the Company the costs incurred in connection therewith that remain after application of the Bond Proceeds, together with interest thereon at the rate of 15% per annum. 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 right or remedy conferred upon, or reserved to, the non-defaulting party, it shall not be the necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by Section 7.03 or by the Laws.

6.03. Special Events of Default and Remedies.

6.03.1. No Commencement; Reconveyance. Subject to the terms and conditions of Section 3.06, it shall be an Event of Default if the Company has not commenced construction of the Project within 45 days after the applicable date set forth in the Construction Schedule, then, at any time until the Company commences construction of the Project, CRC may elect to require the Company to reconvey the Project Site to CRC provided, however, in no event shall CRC have the right to require the Company to convey the Project Site to CRC for less than the amount of the disbursed proceeds of any financing extended to the Company by a third party (other than late fees, default interest, penalties, and/or other costs incurred by such third party as a result of the Company's default under the terms of such financing which accrued within sixty (60) days of the original notice of default by CRC) for the purposes of paying costs of the Project and secured by a lien on the Project Site. The CRC shall not be obligated to pay any other amount to the Company in connection with a reconveyance pursuant to this Subsection.

6.03.2. Work Stop; Reconveyance. Subject to the terms and conditions of Section 3.06, it shall be an Event of Default if all construction work of a material nature ceases with respect to the Project for a period of 45 days (and such cessation is due to a cause within the control of the Company and is not due to Force Majeure), then, at any time until construction work of a material nature resumes, CRC may, subject to the rights of any lender under applicable loan documents elect to require the Company to reconvey the Project Site to CRC. The amount payable by CRC in connection with any reconveyance of the Project Site pursuant to this Subsection shall be:

(a) the cost to the Company of the improvements in place on the Project Site; minus

(b) the costs and expenses incurred by the CRC in connection with exercising its rights and remedies under this Section (including, without limitation, reasonable attorney fees), together with interest at the rate of 15% per annum on such costs and expenses; and minus

(c) the reasonable cost to CRC to: (i) re-mobilize contractors and subcontractors; and (ii) adapt (but not demolish) the improvements in place on the Project Site, respectively, for completion of a project;

provided that, notwithstanding the foregoing, in no event shall CRC have the right to require the Company to convey the Project Site to CRC for less than the amount of the disbursed proceeds of any financing extended to the Company by a third party (other than late fees, default interest, penalties, and/or other costs incurred by such third party as a result of the Company's default under the terms of such financing which accrued within sixty (60) days of the original notice of default by CRC) for the purposes of paying costs of the Project and secured by a lien on the Project Site.

6.03.3. Sole Remedy. Notwithstanding anything to the contrary set forth herein, the right of CRC to require the Company to reconvey the Project Site to CRC shall be the sole remedy available to CRC for the failure specified in this Section; provided that CRC shall have the remedy of specific performance to enforce the obligations of the Company to reconvey the Project Site in accordance with the terms and conditions of this Section. Notwithstanding anything to the contrary set forth herein, CRC shall exercise its rights under this Section subject to the rights of Company's lender under separate agreement as part of financing the Project and/or any other agreement related to the Project or the Project Site to which CRC is a party.

6.03.4. Reconveyance Closing. If CRC elects to require the Company to reconvey the Project Site in accordance with the terms and conditions of this Section, then CRC and the Company shall close the reconveyance within 15 days after such election. At the closing of the reconveyance: (i) the Company shall execute and deliver closing and, if applicable, assignment documents to CRC that are substantially the same in form and substance as those delivered by CRC to the Company at the Closing (as defined in the Purchase Agreement) (including, without limitation, that the deed shall be subject only to: (A) the exceptions: (1) to which the Company's title was subject when it took title from CRC and any utility easements entered into by the Company; or (2) that otherwise are acceptable to CRC in its reasonable discretion; and (B) current real estate taxes and assessments not delinquent); and (ii) there shall be no proration of real estate taxes assessed against the Project Site.

6.03.5. Delay. Subject to the terms and conditions of Section 3.06, if, after the Company has commenced construction of the Project, the Company falls 60 or more days behind the applicable dates set forth in the Construction Schedule (and such delay is due to a cause within the control of the Company and is not due to Force Majeure), then

CRC, by delivery of written notice to the Company, may require the Company to submit to CRC, within 15 days after delivery of such written notice, a written plan defining the Company's proposed actions to avoid falling further behind the Construction Schedule and/or return to the Construction Schedule (a "Catch-Up Plan") for approval, which approval shall not be unreasonably withheld, conditioned or delayed. At such time as CRC has approved a Catch-Up Plan, the Company shall implement, and diligently pursue the application of, such Catch-Up Plan.

6.04. Termination of TIF Pledge. To the extent an Event of Default as described in Section 6.03.1 or 6.03.2 has occurred and is continuing, and without regard as to whether CRC has elected to pursue any of its special remedies described in Section 6.03, CRC may terminate its pledge of Pledged TIF Revenues.

ARTICLE VII. GENERAL PROVISIONS

7.01. Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the City Bodies, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the City Bodies, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the City Bodies, and the Company or any affiliate thereof.

7.02. Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.03. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of each of the City Bodies approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

7.04. No Other Agreement. Except for the Purchase Agreement as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

7.05. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.06. Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

7.07. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

Carmel Development II, LLC
Attn: Anthony W. Birkla
881 3rd Avenue S.W., Suite 100
Carmel, Indiana 46032

With a Copy to:

Benesch Friedlander Coplan & Aronoff LLP
Attn: Jeffrey A. Abrams
One American Square, Suite 2300
Indianapolis, Indiana 46282

To the CRC:

Carmel Redevelopment Commission
Attn: Executive Director
30 W. Main, Suite 220
Carmel, Indiana 46032

With a Copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
Attn: Jerimi J. Ullom
One American Square, Suite 2000
Indianapolis, Indiana 46282

City of Carmel
Attn: City Attorney, Doug Haney
One Civic Square
Carmel, Indiana 46032

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.08. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.09. Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of the CRC; provided, however that: (a) the Company may transfer all or a portion of its rights and

obligations hereunder to an affiliate of the Company upon 10 days prior written notice to but without the consent of the CRC, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder, and (b) without the prior written approval of the Company, the CRC may assign this Agreement to any other City Body or another agency, board, commission, department and/or instrumentality of the City, and, if the CRC assigns this Agreement to another City Body or another agency, board, commission, department, and/or instrumentality of the City, that: (i) has full power and authority to accept an assignment of this Agreement and carry out the obligations of the CRC hereunder, and (ii) expressly assumes all such obligations in writing; then the CRC shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

7.10. 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.

7.11. Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and the CRC has approved or ratified this Agreement at public meetings.

7.12. Venue; Jury. 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. The Company and CRC waive, to the extent permitted under applicable law: (a) the right to a trial by jury, and (b) any right it may have to: (i) assert the doctrine of "forum non conveniens," or (ii) object to venue.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CRC:

THE CITY OF CARMEL REDEVELOPMENT COMMISSION

By:_____
William Hammer, President

By:_____

By:_____

By:_____

COMPANY:

CARMEL DEVELOPMENT II, LLC

By: Carmel Development Partners II, LLC, its Manager

By:_____
Anthony W. Birkla, Manager

EXHIBIT A-1

DESCRIPTION OF PROJECT

EXHIBIT A-1

Project Description

Proscenium is a unique community that combines the ease of upscale living with the luxury of retail shops and dining options right outside your front door. Perfect for young professionals or active, mature adults. Proscenium lets you enjoy life with the convenience of having it all just steps away. Living at Proscenium means living life, center stage.

This design represents an opportunity for the City of Carmel to gain a vibrant, interactive, mixed-use community with notable adjacencies and linkages to City Center, the Government Center, the Arts District and general downtown commercial district.

Fundamental to this proposed design, a community of luxury apartments and complementary retail and commercial uses will adjoin the public domain and greater Carmel community via active and thoughtfully conceived streetscapes along important boundary roads of South Range Line Road and Carmel Drive and new streets Veteran's Way to the West and Executive Drive to the North. A Prominent main development entrance for pedestrians and vehicles will be provided off of South Range Line Road while a distinctive and engaging pedestrian promenade will pass through the site along its North-South axis, welcoming pedestrians to enter the site from both Carmel Drive to the South and a new roundabout on the Northwest corner which will celebrate connectivity to the Government Center.

These prominent entrances to the site will reveal an amenity intended for the enjoyment of both development residents and the Carmel community - the Town Green – a place for gathering, events, relaxation and fun. On the South side of the Green, a Tavern will be situated to adjoin and overlook the green and to activate the development with night life and leisure opportunities. Retail space within the ground level of both buildings fronting on Range Line will also have direct adjacency and access to the this central town square.

The architectural character of the development is intended to enhance the built fabric of Carmel and to embody quality through materiality and detailing. Rigorous attention to detail and craftsmanship will create accurate and obvious references to historic styles while variety in the architectural language will create a dynamic aesthetic and an urban narrative that speaks to the passage of time and appeals to a variety of tastes and uses. Uniting factors for the varied language will be skillful execution of details, classical proportions and interface with 'common threads' of landscape and hardscape. Refined design will create distinction for this development and the city of Carmel.

Beneath the primary ground plane of the podium level, one level of parking will be provided with access to perimeter streets on the West and North edges. Additionally, brownstone-style walk-out apartment units will be provided along Veterans Way, facing west.

The proposed development is composed of 398,854 square feet of residential, retail and office usages, structure parking, surface parking and associated public site improvements.

The proposed development will include approximately 224 luxury studio, one and two bedroom apartments with 6,355 square feet of residential amenities. The amenity area will include a fitness club, bike area, residential club, coffee bar, business conference center, theater room and interactive gaming. The development will include approximately 19,335 square feet of retail space and 60,000 square feet of office space.

The entire development will sit above a 155,000 square foot parking garage.

Project Program

Mixed Use Residential
60,000 SF of Office
19,335 SF of Retail
224 luxury residential units
TOTAL: = 398,859 Sq.Ft.

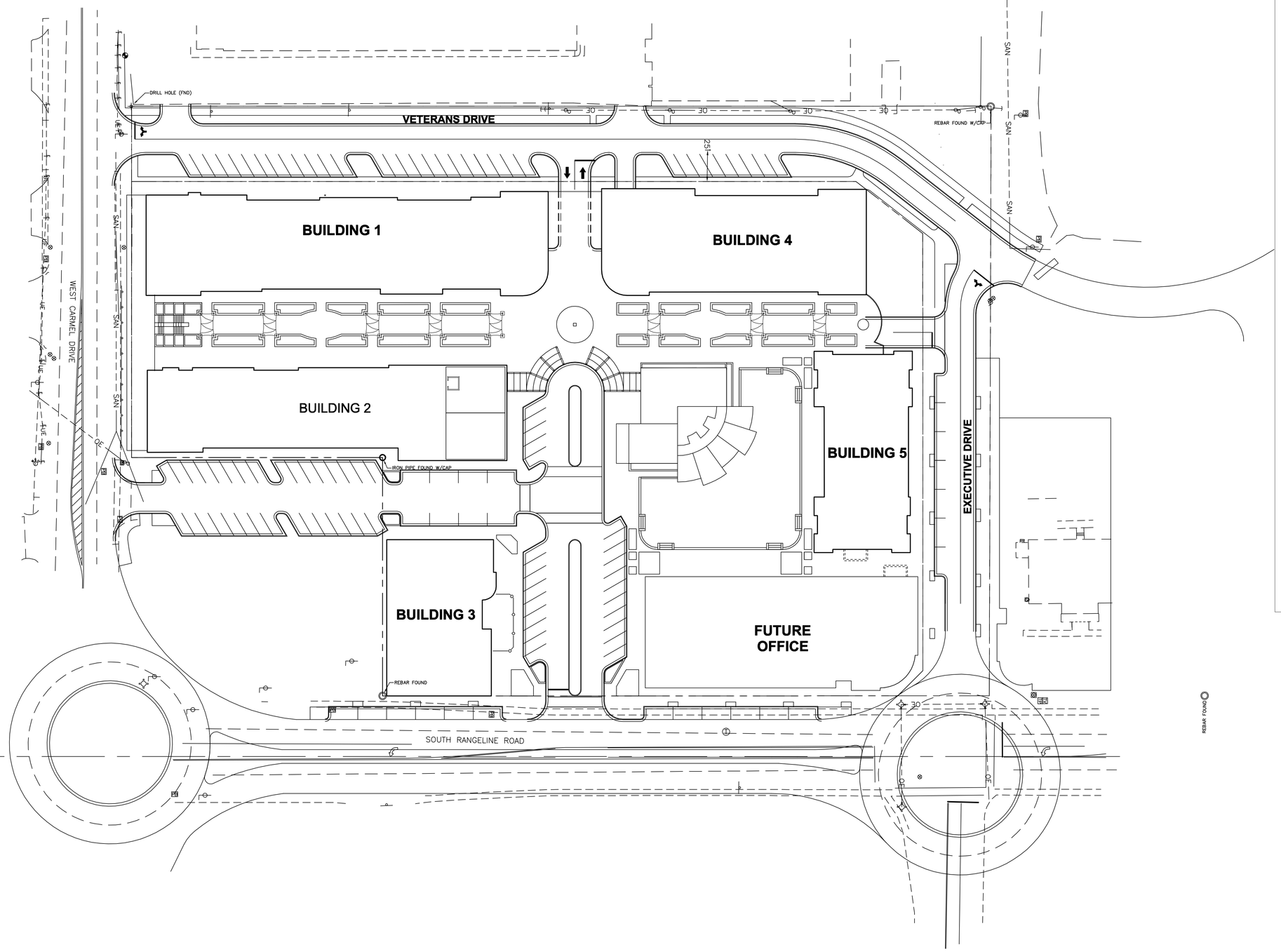
Acreage
Existing site: 6.51 acres
Buildable Area: 5.03 acres
Public Park and Pedestrian ROW: 1.8 acres

Parking
Garage = 449
Secured Parking = 40
Street Parking = 54
Plaza Parking = 64
TOTAL: = 608 Spaces

EXHIBIT A-2

PROJECT SITE

CVFG@GR ?+0



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0 40 80 120
GRAPHIC SCALE IN FEET

No.	DATE	REVISION

PROJECT No: 074904
DATE
DES.
DR.
CKD.

4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743
WOOLPERT

PROSCENIUM DEVELOPMENT
ANDERSON BIRKLA
CARMEL DRIVE
CARMEL, INDIANA

PRELIMINARY LAYOUT PLAN

SHEET NO.
C200

SEAL

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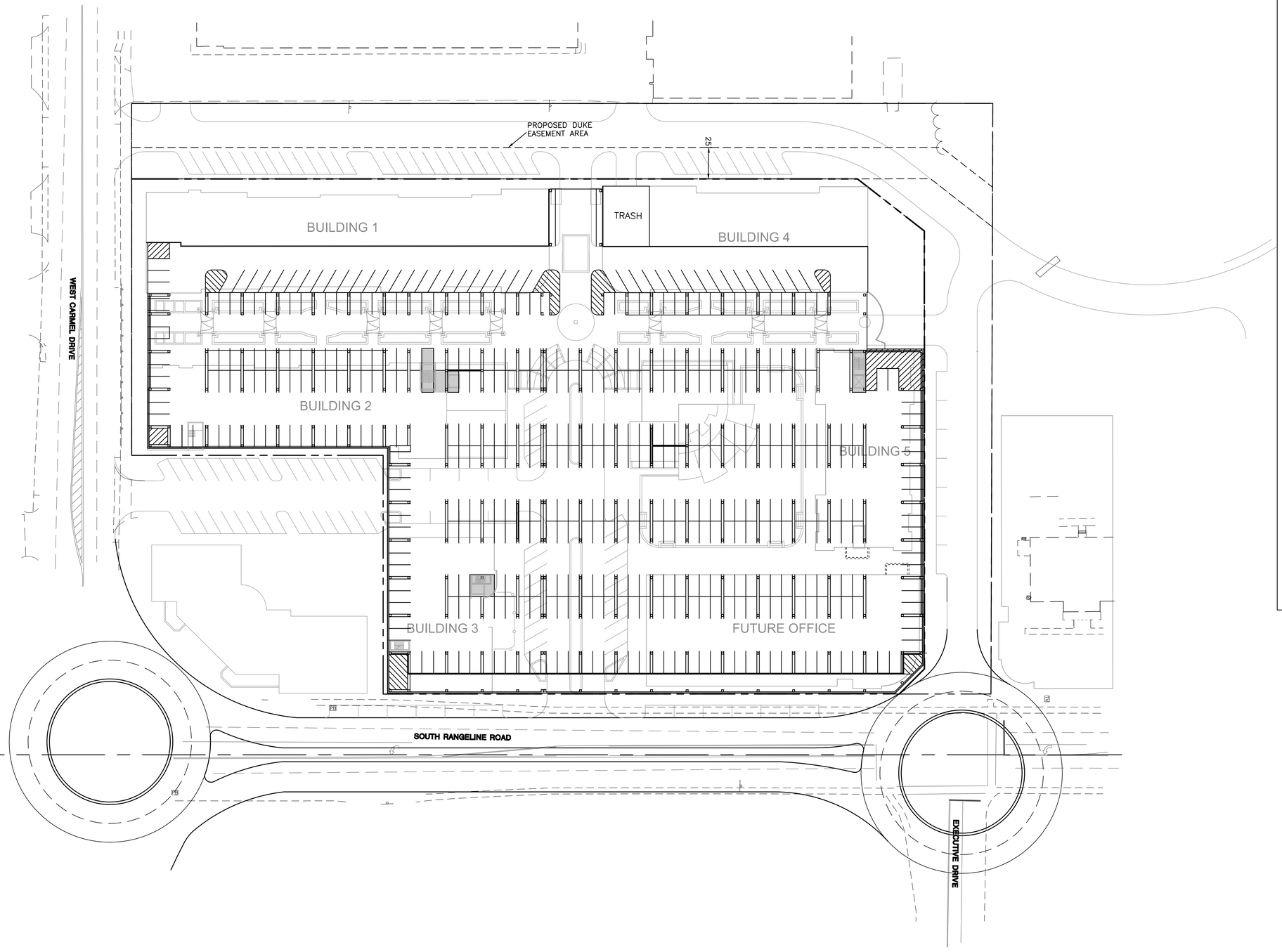
EXHIBIT A-2



N

0 40 80 120
GRAPHIC SCALE IN FEET

No.	DATE	REVISION

PROJECT No: 074904
DATE
DES.
DR.
CKD.

WOOLPERT
4454 Idea Center Blvd
Dayton, OH
45430-1500
937.461.5660
FAX: 937.461.0743

PROSCENIUM DEVELOPMENT
ANDERSON BIRKLA

CARMEL DRIVE
CARMEL, INDIANA

PRELIMINARY GARAGE LAYOUT PLAN

SHEET NO.

PL-2

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EXHIBIT A-3

PROJECT CAPITAL INVESTMENT

Exhibit A-3
Project Capital Investment

Land Purchase	**$ 4,550,000**
Hard Construction Costs	**$38,311,312**
Architecture and Engineering Fees	**$ 1,181,540**
Construction Period Costs	**$ 2,504,444**
Other Development Costs	**$ 4,275,335**
TOTAL	**$50,822,629**

EXHIBIT A-4

PUBLIC IMPROVEMENTS

Exhibit A-4
Public Improvements

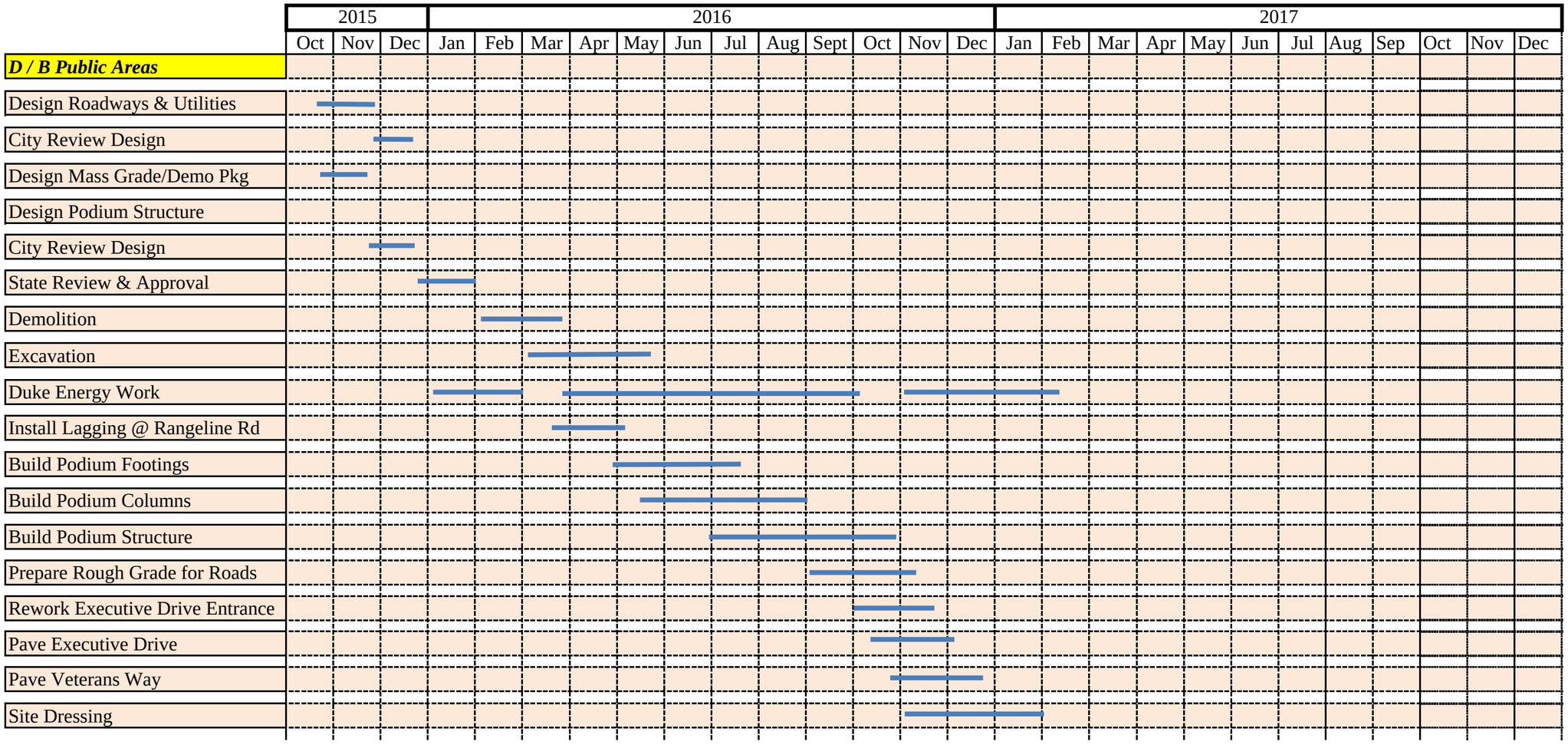
Site Work	**$531,176.75**
Roadway	**$404,186.25**
Storm/Drainage Fees	**$141,108.50**
Sanitary	**$80,803.00**
Water	**$124,678.00**
Erosion Control	**$62,204.00**
Single Story Parking Structure	**$8,172,500.00**
Landscape and Roadway	**$993,349.00**
TOTAL	**$10,510,005.50**

EXHIBIT B

CONSTRUCTION SCHEDULE

EXHIBIT B

Anderson Birkla



PROSCENIUM DEVELOPMENT

CARMEL DRIVE
CARMEL, IN 46032

Public Work Schedule

October 19, 2015

EXHIBIT C

ESTIMATED ASSESSED VALUE,
TIF REVENUE PROJECTIONS AND PROFORMA BOND SIZING

CITY OF CARMEL REDEVELOPMENT COMMISSION

Party Time Project

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs:	
Net proceeds available for Project	$6,435,000
Capitalized interest through January 15, 2019	548,854
Issuance costs and contingencies	201,146
Total Estimated Project Costs	$7,185,000
Estimated Project Funding:	
Proposed Economic Development Revenue Bonds, Series 2017 (1)	$7,185,000
Total Estimated Project Funding	$7,185,000

(1) Assumes the Bonds are purchased by the Developer.

(Subject to the comments in the attached letter
dated October 8, 2015 of Umbaugh.)

EXHIBIT D

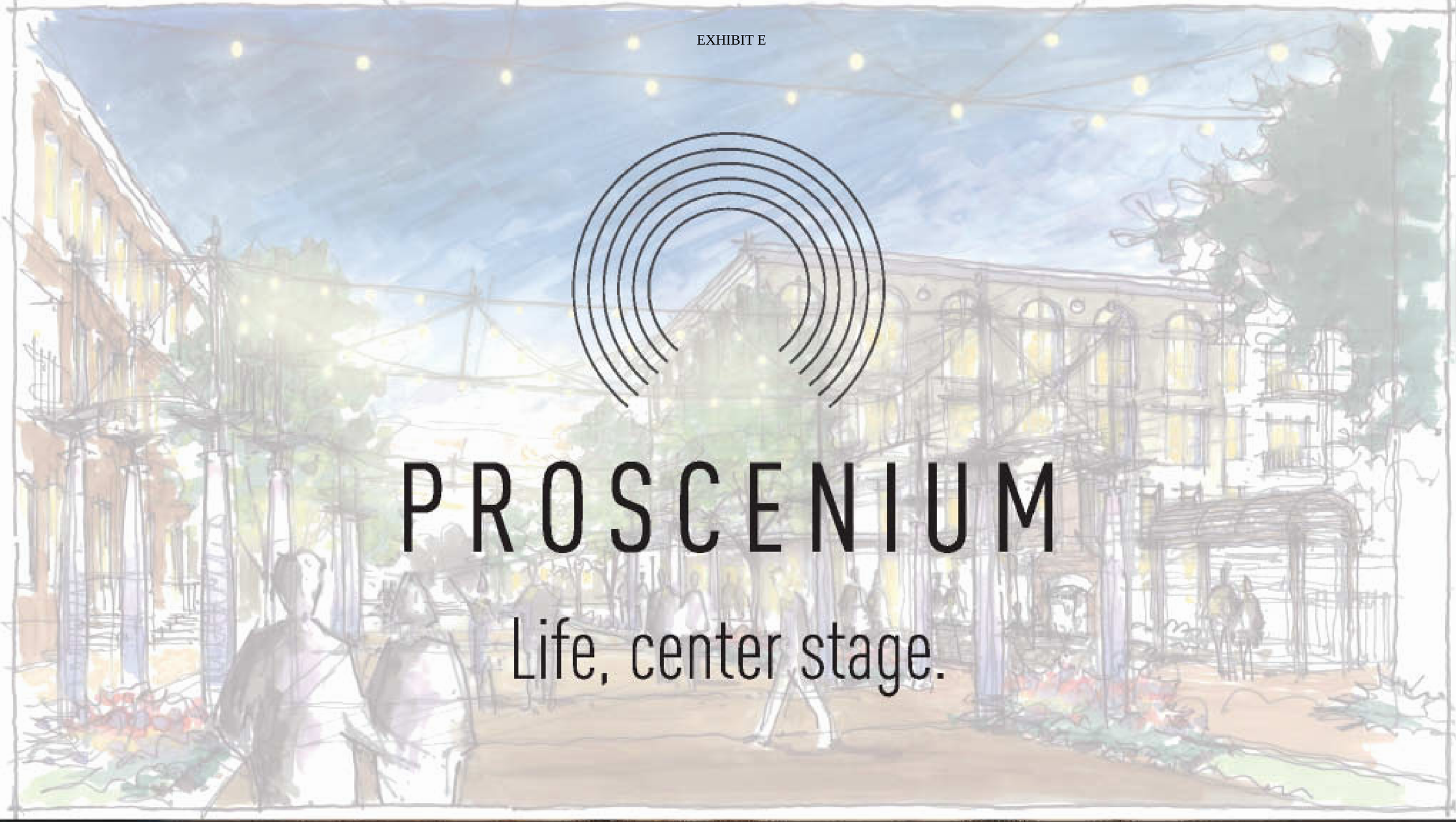
REQUIRED INSURANCE COVERAGES

[TO BE PROVIDED BY NOVEMBER 16, 2015]

EXHIBIT E

DESIGN PLAN INCLUDING SITE PLAN AND REPRESENTATIVE RENDERINGS

EXHIBIT E



AndersonBirkla
INVESTMENT PARTNERS, LLC

PROSCENIUM
Life, center stage.

WOOLPERT

AndersonBirkla
INVESTMENT PARTNERS, LLC

PROSCENIUM
Life, center stage.

WOOLPERT

AndersonBirkla
INVESTMENT PARTNERS, LLC

PROSCENIUM
Life, center stage.

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AndersonBirkla
INVESTMENT PARTNERS, LLC

PROSCENIUM
Life, center stage.

WOOLPERT

AndersonBirkla
INVESTMENT PARTNERS, LLC

PROSCENIUM
Life, center stage.

WOOLPERT

PURCHASE AGREEMENT

1. **PARTIES**: City of Carmel Redevelopment Commission ("Seller") agrees to sell and convey to Carmel Development II, LLC ("Buyer"), and Buyer agrees to purchase from Seller, the following Property for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth in this Purchase Agreement (the "Agreement").

2. **PROPERTY:** All that property owned by Seller in Hamilton County, Indiana, known as the Party Time Rental property located at the northwest corner of Range Line Road and Carmel Drive, Carmel, Indiana, consisting of a building situated on approximately 6.51 acres of land as depicted and legally described on the site plan attached hereto as Exhibit A (the "Real Estate"), together with all of Seller's right, title and interest in all improvements, fixtures, furniture, equipment, the signs and other personal property of every kind and character and description owned by Seller located on, attached to, or used in connection with the Real Estate (collectively the "Improvements"), including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way and appurtenant easements, Seller's interest in and to all licenses and permits with respect to the Real Estate and Improvements and Seller's interest in all warranties or guaranties relating to the Real Estate and Improvements or to any tangible property and fixtures located on, attached to, or used in connection with the Real Estate and Improvements; all of the above hereinafter collectively called "Property".

3. **PRICE:** The total purchase price for all of the Property shall be Fifty Thousand Dollars ($50,000.00) (the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Two Thousand Five Hundred Dollars ($2,500.00) (the "Earnest Money"), to be applied to the Purchase Price, will be deposited as Earnest Money with Hamilton Title Security, LLC in Carmel, Indiana (the "Title Company"), as Escrow Agent, within five (5) business days after the Effective Date of this Agreement. If this Agreement is terminated by Buyer in accordance with Section 7 below, the Earnest Money immediately shall be returned to Buyer.

5. **CLOSING:** The closing of the sale of the Property (the "Closing") shall take place at the offices of Escrow Agent in Carmel, Indiana following the satisfaction of all the Contingencies (as hereinafter defined in Section 21) but no later than February 29, 2016, unless such date is changed in writing by Seller and Buyer (the "Closing Date").

6. **POSSESSION:** Possession of the Property shall be delivered to Buyer at Closing free and clear of all third-party interests in its present condition, except for the Permitted Exceptions (as hereafter defined in Section 11) and the lien of current real estate taxes and assessments not delinquent, ordinary wear and tear and damage caused by casualty.

7. **INSPECTIONS:** All inspections shall be made by Buyer within ninety (90) days following the Receipt Date (as hereafter defined in Section 20D) (the "Inspection Period"). Said inspections are to be at Buyer's expense by inspectors or contractors

selected by Buyer. Inspections may include, but are not limited to, the presence of asbestos, hazardous and/or toxic materials, underground storage tanks and any other environmental defects, as well as the condition of the following systems and components: drainage, common areas, and sewers. If Buyer, in its sole judgment and discretion, determines or believes that any of the Leases or other Deliveries (hereinafter defined in Section 20D) or any of the Examinations (hereinafter defined in Section 21A) reveals a matter or condition (whether physical, financial or otherwise) with respect to the Property which is not satisfactory to Buyer in its sole judgment and discretion, or if the Property otherwise is unacceptable to Buyer in any particular or for any reason or no reason, then this Agreement may be terminated by Buyer, in writing, at any time prior to the expiration of the Inspection Period, or such longer period of time as agreed in writing by Seller and Buyer. If Buyer does not timely terminate this Agreement in accordance with the terms and conditions of this Section, then (a) Buyer shall be deemed to have accepted the Property subject to all conditions that Seller has not agreed in writing to cure, and (b) the transaction shall proceed to Closing. If this Agreement is timely terminated by Buyer in accordance with the terms and conditions of this Section, Escrow Agent immediately shall return the Earnest Money to Buyer and the parties shall have no further obligations hereunder.

8. **TAXES**: All taxes and assessments, if any, assessed for any prior calendar year and remaining unpaid, shall be the obligation of Seller, and all taxes and assessments assessed for the year of Closing and payable in the following year shall be prorated between Seller and Buyer on a calendar year basis as of the Closing Date. One hundred five percent (105%) of the taxes payable in the year of Closing shall be assumed to be the taxes payable in the calendar year following Closing for the purpose of such proration and a credit at Closing shall be given to Buyer for due but unpaid taxes or any other taxes which are Seller's obligation, Seller shall not be further liable for such taxes, and there shall be no adjustment following Closing. Any refunds for tax appeals shall be the property of Buyer and Buyer shall have the right to direct any pending appeal and use counsel or companies of its choice to appeal the real estate taxes and assessments and Seller shall be responsible for prior counsel or companies, if any, currently appealing the taxes and assessments.

9. **INSURANCE**: Insurance for the Property shall be canceled as of the Closing Date and Buyer shall provide its own insurance.

10. **SURVEY**: Seller has provided to Buyer the most recent survey in its possession ("Prior Survey") and Buyer, within thirty (30) days after the Effective Date, may obtain at Buyer's expense, an update of the Prior Survey or a new survey (the "Survey") which may comply with current ALTA/ACSM minimum standard detail requirements for land title surveys, including items in Table A, and shall reflect and certify whether the Real Estate is located in a designated flood zone area.

11. **TITLE AND SURVEY APPROVAL**: Buyer shall obtain and provide Seller with copies at Buyer's expense, as soon as practical, a Commitment for Owner's Policy of Title Insurance (the "Commitment") issued by the Title Company dated not earlier than thirty (30) days prior to the Effective Date in the full amount of the Purchase Price, showing fee

simple title to the Real Estate vested in Seller and providing for issuance of the current form of ALTA Owner's Policy to Buyer, together with legible copies of all recorded documents affecting the Real Estate and Improvements and recited as exceptions in the Commitment or shown on the Survey (collectively the "Recorded Documents"). If Buyer has an objection, in its sole discretion, to items disclosed in such Commitment, the Recorded Documents or the Survey, Buyer shall make written objections to Seller within fifteen (15) days after receipt of all of the Commitment, the Recorded Documents and the Survey. If Buyer makes any such objections, Seller shall have fifteen (15) days from the date such objections are made to cure the same. Seller agrees to utilize commercially reasonable efforts and reasonable diligence to cure such objections, if any; provided that Seller shall have no obligation to incur any cost to cure such objections, other than (a) mortgage liens, judgment liens, or mechanics' or similar liens caused by, through, or on account of Seller, or (b) delinquent tax or assessment liens. If the objections are not cured to Buyer's satisfaction, in its sole discretion, within such time period, Buyer, within ten (10) days after the expiration of such fifteen (15) day period, may either (a) terminate this Agreement, in which event the Escrow Agent immediately shall return the Earnest Money to Buyer, or (b) waive the uncured objections and close the transaction. Any matters in the Commitment, the Recorded Documents, or the Survey accepted (or deemed accepted) by Seller shall be "Permitted Exceptions". Any objections which can be satisfied by the payment of money shall be paid from proceeds at Closing.

12. **PRORATIONS AND SPECIAL ASSESSMENTS**: Any and all ordinary operating expenses of the Property, including, but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements due and payable prior to the Closing Date and which benefits the Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which become due and payable after the Closing Date.

13. **SALES EXPENSES**: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the Closing.

    A. SELLER'S EXPENSES: Except for the prorations provided in Section 12, Seller shall have no other costs for Closing.

    B. BUYER'S EXPENSES: In addition to the prorations provided in Section 12, Buyer agrees to pay all expenses incident to any loan obtained by Buyer (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports) and all other costs for Closing; recordation of the Deed; any closing fee of Title Company; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

14. **DEFAULT**: If Buyer breaches this Agreement and is in default, Seller shall treat this Agreement as being terminated and receive the Earnest Money as liquidated damages and Seller shall have no further right or remedy against Buyer.

If Seller breaches this Agreement and is in default, then the Earnest Money immediately shall be returned to Buyer or Buyer may seek specific performance against Seller. Any breach by Seller under this Agreement shall not relieve Buyer of its obligations under the Reimbursement Agreement dated April 15, 2015, among Buyer, Anderson Birkla Investment Partners, LLC and Seller.

15. **ATTORNEY'S FEES**: The party to this Agreement who is the prevailing party in any legal or equitable proceeding against the other party brought for a breach of this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the nonprevailing party. Prevailing Party means the party which obtains the principal relief it has sought, whether by compromise, settlement or by judgment. Moreover, if a party which commences any such proceeding, subsequently dismisses it, the other party shall be deemed to be the Prevailing Party with respect to such proceedings, unless otherwise agreed in writing by the parties.

16. **ESCROW**: The Earnest Money shall be deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, it has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. All interest on the Earnest Money shall be for the benefit of Buyer, except in the event of a default by Buyer. At Closing, the Earnest Money shall be applied to the Purchase Price.

17. **DUTIES OF BUYER AND SELLER AT CLOSING**:

A. At the Closing, Seller shall deliver to Buyer, the following:

(1) A duly executed and acknowledged Limited Warranty Deed (the "Deed") in form and substance reasonably satisfactory to Buyer and Seller conveying to Buyer or its designee good and indefeasible marketable title in fee simple to the Real Estate and Improvements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except the Permitted Exceptions and the lien of current real estate taxes and assessments not delinquent;

(2) A duly executed and acknowledged Vendor's Affidavit in form sufficient for Title Company to delete the non-survey general printed exceptions from the Title Policy (as hereafter defined);

(3) A "marked-up" title commitment and proforma Owner's Policy of Title Insurance (the "Title Policy") issued by Title Company, in the full amount of the Purchase Price, dated as of Closing, insuring Buyer's fee simple title to the Property to be good, merchantable and indefeasible subject only to the Permitted Exceptions and the lien of current real estate taxes and assessments not delinquent;

(4) An executed Disclosure of Sales Information complying with I.C. 6-1.1-5.5, if required by law (the "SDS");

(5) An executed Project Agreement for the development of the Property (the "Project Agreement");

(6) Reasonably satisfactory evidence of its capacity and authority for the closing of this transaction;

(7) A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act;

(8) A duly executed and acknowledged Bill of Sale in form reasonably satisfactory to Buyer and Seller conveying all the Improvements (other than those conveyed by the Deed);

(9) A duly executed Closing Statement;

(10) A transcript of all proceedings and documents relating to the establishment of the Allocation Area (as hereafter defined in Section 20G) (the "AA Documents") and the issuance of the Bonds (the "B Documents"); and

(11) All other necessary documents reasonably requested by Buyer to close this transaction.

At the Closing, Buyer shall deliver and perform the following:

(1) Pay the Purchase Price by wire transfer in immediately available federal funds;

(2) Execute a Closing Statement;

(3) Execute the SDS;

(4) Execute the Project Agreement;

(5) Execute the B Documents to which Buyer is a party;

(6) Provide evidence of its capacity and authority for the closing of this transaction; and

(7) Execute all other necessary documents reasonably requested by Seller to close this transaction.

18. **CONDEMNATION**: If prior to Closing Date condemnation proceedings are commenced against any part of the Property, Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall become the property of Buyer, the Purchase Price shall not be reduced and the parties shall proceed to Closing as provided in this Agreement or Buyer may terminate this

Agreement and the Earnest Money immediately shall be returned to Buyer, provided, however, if Buyer elects to terminate this Agreement, any award obtained by Buyer prior to such termination shall be paid to Seller.

19. **CASUALTY LOSS**: *Intentionally omitted*.

20. **COVENANTS OF SELLER**:

A. From the Effective Date hereof to the Closing Date or earlier termination of this Agreement, Seller shall operate and maintain the Property in the same manner as it has been operated and maintained, provided that during said period, without the prior written consent of Buyer, Seller shall not do, agree to do, and shall use diligent efforts not to suffer or permit any of the following:

(1) enter into any other transaction with respect to or affecting the Property;

(2) sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Buyer's interest under this Agreement or in or to the Property or which will prevent Seller's full performance of its obligations hereunder;

(3) execute leases or service or maintenance contracts or amend, modify or waive any rights under or terminate or extend any of the existing service or maintenance contracts that cannot be terminated on or before the Closing Date;

(4) make any condemnation settlement without Buyer's approval, which approval shall not be unreasonably withheld but subject to Section 18 hereof; or

(5) knowingly store, manufacture, use or sell any hazardous materials on, in or from the Property in violation of any applicable environmental laws.

B. From the Effective Date hereof to the Closing Date or earlier termination of this Agreement, Seller shall permit representatives, agents, employees, prospective tenants and lenders, contractors, appraisers, architects and engineers designated by Buyer reasonable access to and entry upon the Property and the improvements thereon to examine, inspect, measure and test the Property. Buyer shall repair any damage caused by such acts to substantially the same condition which exists prior to performing such work. Buyer shall indemnify and hold harmless Seller for any damages, injuries, losses or other claims made in connection with any such access, entry, inspections or tests.

C. Seller shall make available to Buyer during the Inspection Period and thereafter, upon reasonable prior notice, any documents relating to the Property or the operations thereof which are in the possession of Seller or its agents. Seller shall

also reasonably cooperate with Buyer in connection with its Examinations (as hereinafter defined), but without obligation to incur any cost or expense.

D. Seller shall deliver to Buyer, within five (5) days after the Effective Date of this Agreement, true, correct and complete copies of the following, if any, which are in its possession or within its control (the "Deliveries") and, upon receipt of all such Deliveries (the "Receipt Date"), the Inspection Period shall commence:

(1) All service or maintenance contracts, including all amendments and modifications of any of the foregoing; and

(2) All existing title policies, surveys, leases, and environmental reports with respect to the Property, together with all building inspection reports, certificates of occupancy, and other similar permits and reports with respect to the Property.

E. Notify Buyer promptly if Seller becomes aware of any occurrence prior to the Closing Date which would make any of the representations and warranties of Seller contained in this Agreement not true, correct or complete in any material respect;

F. Perform any and all acts and make any and all payments necessary to cause the representations and warranties of Seller in Section 22 to be true and correct and to remain true and correct through and including the Closing Date.

G. Subject to further proceedings required by law, use commercially reasonable efforts to assist Buyer in procuring appropriate incentives for the Property which are acceptable to Buyer, in its sole discretion, including, but not limited to (i) designation of the Property as an Allocation Area pursuant to Ind. Code §36-7-14 et. Seq. (the "Allocation Area") and (ii) issuance by the City of Carmel, Indiana (the "City") of economic development revenue bonds ("Bonds") of not less than the maximum amount available based on financial projections from Umbaugh & Associates, as Seller's financial advisor, which contemplate the pledge of an amount of the TIF Revenues generated in the Allocation Area mutually agreed upon by Seller and Buyer to the repayment of the Bonds; the net proceeds of the Bonds (following the payment of costs of issuance of the Bonds) to be used by Buyer to pay for all or a portion of the relocation and extension of utility lines and construction of a subsurface public garage in size mutually agreed upon by Buyer and Seller, Range Line Road parking expansion, Veterans Way, as an access road on the west side of the Property, the extension of Executive Drive and signal modernization.

21. **CONTINGENCIES**: The satisfaction or waiver by Buyer or Seller as appropriate in writing of the following items shall be a condition precedent to any obligation or duty of Buyer or Seller as appropriate under this Agreement:

A. Buyer shall have the Inspection Period to conduct such tests, studies, inspections and other examinations and reviews (collectively "Examinations") and as it may

in its sole judgment desire, to determine the suitability of the Property for investment. Such tests and studies may include, without limitation, environmental studies and physical inspections of the Property. Buyer shall not permit any liens to attach to the Property by reason of, or resulting from, the access to or entry upon the Property by Buyer or its employees, agents, or contractors (the "Buyer's Entry"). Buyer shall promptly repair any damage to the property resulting from the Buyer's Entry. Buyer hereby fully indemnifies Seller for all costs, expenses and damages relating to or resulting from the Buyer's Entry. If the Examinations disclose any matter which makes the Property unsuitable or unacceptable to Buyer, then Buyer shall so notify Seller in writing that it is terminating this Agreement no later than five (5) days after the expiration of the Inspection Period and this Agreement shall thereupon terminate, the Earnest Money immediately shall be returned to Buyer and the parties thereafter shall have no further obligations hereunder.

B. That Seller's representations are true and correct at the Effective Date of this Agreement, and again on the Closing Date.

C. The Allocation Area shall have been established, the City of Carmel shall have issued the Bonds and Seller shall have pledged an amount of the TIF Revenues to be generated in the Allocation Area mutually agreed upon by Seller and Buyer to the repayment of the Bonds.

D. Buyer shall have obtained financing for the proposed development of the Property acceptable to Buyer in its sole discretion and disclosed to Seller from a lender to provide funds at Closing.

E. Buyer shall have executed a Project Agreement acceptable to Seller in its sole discretion which, among other things, provides for the development of the Property by Buyer, the timeline for such development, the total capital investment to be made in such development and remedies available to Seller, including but not limited to re-conveyance of the Property should Buyer breach such Project Agreement.

F. The parties acknowledge that, pursuant to Ordinance No. Z-571-13 adopted by the Common Council of the City of Carmel on March 4, 2013, this Agreement as well as the design plan, project agreement, use and all related matters regarding the development of the Property remain subject to the approval of both Seller and the Common Council. Any failure by either Seller or the Common Council to approve such matters shall not be an event of default of Seller hereunder.

G. The parties have agreed upon any public improvements, not provided by the Buyer per the Project Agreement, to be provided by Seller.

22. **REPRESENTATIONS AND WARRANTIES OF SELLER:** To induce Buyer to execute this Agreement, Seller represents and warrants to Buyer as follows:

A. Seller is a redevelopment commission duly organized under the laws of the State of its organization.

B. Seller has the full right, title, power and authority to enter into this Agreement and to consummate a sale of the Property, and all persons whose signatures are necessary to sell the Property are duly authorized to execute and have duly executed this Agreement.

C. To the best of Seller's knowledge, no action, suit, claim, arbitration, litigation or other proceedings is pending or threatened against the Property or any part thereof.

D. Seller has not received any notification from any governmental agency or authority or any public utility, of any pending or threatened condemnation of or assessment against the Property or any part thereof or any proposed taking of any portion of the Property, any proposed assessment for public improvements or any proposed increase in the cost of utility services.

E. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be valid and binding upon and enforceable against Seller in accordance with their respective terms, the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under any mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

F. Exhibit B is a true, correct and complete list of all current service and maintenance contracts for the Property and amendments and modifications thereof.

G. Seller owns fee simple title to the Real Estate.

H. There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights with respect to the Property or any part thereof.

I. There are no employees of Seller engaged in the operation of the Property.

All such representations and warranties shall be reaffirmed as being true and correct on the Closing Date and shall survive the Closing.

Notwithstanding anything stated to contrary herein, as a material part of the consideration for this Agreement, Seller and Buyer agree that, subject to Seller's representations and warranties set forth herein, in the Deed, and in any other document delivered to Buyer at closing, Buyer (a) shall accept the Property "as-is", "where-is", and "with all faults", with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for any particular purpose, (b) acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement, or other assertion or information with respect to the Property made or furnished by or on behalf of, or otherwise attributed to, Seller or

any of its agents, employees, or representatives, any and all such reliance being hereby expressly and unequivocally disclaimed, but is relying solely and exclusively upon its own experience and its independent judgment, evaluation, and examination of the Property, (c) shall accept the Property under the express understanding that there are no express or implied warranties, and (d) expressly warrants and represents that no promise or agreement not herein expressed has been made to it and hereby disclaims any reliance upon any such alleged promise or agreement. This paragraph freely was negotiated and is a material part of the bargaining process for this Agreement. Buyer understands that the disclaimers of reliance and other provisions contained herein are intended to limit any legal recourse or remedy Buyer otherwise might have. Buyer acknowledges that it has sought and has relied upon the advice of its own legal counsel concerning this provision. The provisions of this paragraph shall survive closing and shall not merge with the Deed.

23. **REPRESENTATIONS AND WARRANTIES OF BUYER.** To induce Seller to execute this Agreement, Buyer represents and warrants to Seller as follows:

A. All representations and warranties of Buyer appearing in other Sections of this Agreement are true and correct.

B. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

C. Buyer is a limited liability company organized and existing under the laws of the State of Indiana.

D. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be valid and binding upon and enforceable against Buyer in accordance with their respective terms, the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under any mortgage, deed of trust, loan agreement or other agreement to which Buyer or its assets is subject or by which Buyer or its assets are bound.

24. **MISCELLANEOUS**:

A. Any notice, consent, election, approval or other communication required or permitted to be delivered hereunder, shall be effectively given if in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, or sent by facsimile with another copy hand-delivered or sent as aforesaid, addressed to Seller or Buyer, as the case may be, at the address set forth below the signature of such party hereto. Seller shall send copies of all notices to Jeffrey A. Abrams, Benesch Friedlander

Coplan & Aronoff LLP, One American Square, Suite 2300, Indianapolis, Indiana 46282 for notices to Buyer. Buyer shall send copies of all notices to Jerimi J. Ullom, Hall Render Killian Heath & Lyman, One American Square, Suite 2000, Indianapolis, Indiana 46282 for notices to Seller. Notices from counsel of a party shall be effective as if sent by such party.

B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

C. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent. No waiver of any term, condition or provision of this Agreement shall be binding or effective unless made in writing and signed by all parties hereto.

F. Time is of the essence of this Agreement.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise. The words “hereof”, “herein” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular section, paragraph or provision, unless expressly so stated.

H. All representations and warranties of the parties hereto shall survive the Closing for a period of one (1) year.

I. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Counterparts executed and delivered by electronic facsimile or email shall constitute original documents which shall be binding on the parties.

J. The provisions of this Agreement and of the documents to be executed and delivered at the Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to

be executed and delivered at the Closing, except as may be expressly stated to the contrary therein.

K. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

L. This Agreement shall be construed without regard to any rule or presumption requiring construction or interpretation against the interests of the party causing the document to be drafted or prepared.

M. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

N. All proceedings arising in connection with this Agreement shall be tried and litigated in the state courts in Hamilton County, Indiana. Seller and Buyer waive, to the extent permitted by law (i) the right to a trial by jury, and (ii) any right Seller and Buyer may have to (A) assert the doctrine of "forum non conveniens", or (ii) object to venue.

O. Neither Seller nor Buyer shall assign this Agreement without the prior written approval of the other party; provided that, without the prior written approval of Buyer, Seller may assign this Agreement to another agency or instrumentality of the City concurrently upon the transfer or conveyance of the Property to such agency or instrumentality. In addition, membership interests in Buyer may be transferred so long as (i) at least 51% of the aggregate membership interests in Buyer remain with David Anderson and/or Anthony Birkla, as individuals, and (ii) leadership in the effective day-to day control of Buyer remains with David Anderson and/or Anthony Birkla, with one of David Anderson, Anthony Birkla, Anderson Birkla Investment Partners, LLC, or an entity described in subsection (i) above, being the manager of Buyer. Notwithstanding any assignment permitted under this Section, Seller or Buyer, as the case may, 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 Seller or Buyer, as the case may be, from such performance; provided that, if Seller assigns this Agreement to another agency or instrumentality of the City that (i) has full power and authority to accept an assignment of this Agreement and carry out the obligations of Seller hereunder, and (b) expressly assumes all such obligations in writing, then Seller shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

25. **BROKERAGE FEES**: Seller and Buyer represent to each other that there are no brokers involved in this transaction, except Denizen Management whose fee shall be paid by Buyer. Seller and Buyer shall indemnify each other from claims of Denizen Management and/or any other third parties claiming a fee or other compensation for brokerage or other similar services which have been rendered for Seller or Buyer in this transaction. The provisions of this Section shall survive the Closing.

[Signature page to follow.]

Dated the _____ day of _____, 2015.

CARMEL DEVELOPMENT II, LLC, an Indiana limited liability company

By: Carmel Development Partners II, LLC, an Indiana limited liability company, its Manager

By:_____
Anthony W. Birkla, Manager

Address: 280 E. 96th Street, Suite 301
Indianapolis, IN 46240

"BUYER"

ACCEPTED the ____ day of _____, 2015 (the "Effective Date")

CITY OF CARMEL REDEVELOPMENT COMMISSION

By:_____
William Hammer, President

By:_____
_____, Commissioner

Address: 30 W. Main Street, Suite 220
Carmel, IN 46032

"SELLER"

EXHIBIT A

SITE PLAN AND LEGAL DESCRIPTION

EXHIBIT B

SERVICE AND MAINTENANCE CONTRACTS

None.

MEMORANDUM

TO: **Carmel City Council**

FROM: **Adrienne Keeling**
Department of Community Services

SUBJECT: **CC-11-02-15-03**

DATE: **October 23, 2015**

Please find information on the following item forwarded by the Plan Commission attached. This item will appear on your November 2nd agenda.

Forwarded with a *favorable* recommendation:

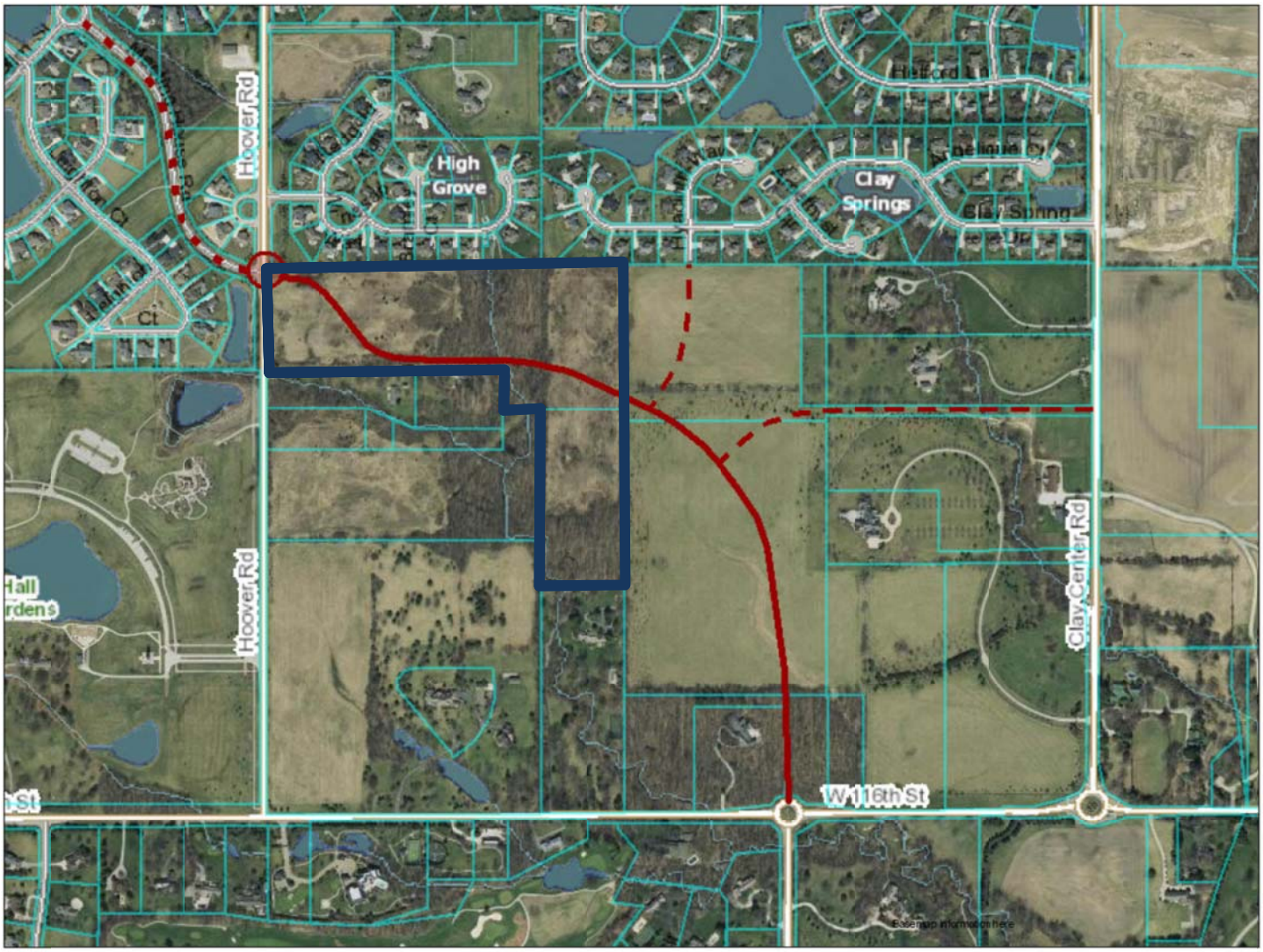
Docket No. 15100002 CPA: Thoroughfare and Bicycle & Pedestrian Plan Map Amendments
The applicant seeks to amend the Carmel Clay Comprehensive Plan (C3 Plan) in order to remove a segment of proposed Parkway Collector Street on the Thoroughfare Plan map and its corresponding bicycle and pedestrian facilities on the Bicycle & Pedestrian Plan Map. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

The City was recently approached by someone who intends to build estate homes on a property along Hoover Road. Upon further research they discovered that the Thoroughfare Plan Map shows a proposed Parkway Collector Street through the property. Since the property is large enough to divide estate homes lots without platting, dedication of the proposed street right-of-way would not be triggered. With this key parcel out of "play" for the foreseeable future, this raises questions about the necessity and feasibility of a connection in the future.

The proposed Parkway Collector is part of an extension of 126th Street through the southern end of the Village of WestClay to the intersection of 116th & Ditch with a connection over to Clay Center Road. An eastward extension of 126th Street has existed on the Thoroughfare Plan, in some form, for at least 20 years. A primary plat was approved on the property in 2007 which included the street; however, the development never moved forward.

For your review and information, enclosed are the following:

1. A copy of the Plan Commission Certification.
2. Aerial Map: Indicates general location of proposed streets, and potential connection of Clay Springs Subdivision. The potential development parcels are outlined in blue.
3. Resolution CC-11-02-15-03.
    a. Note the **Plan Commission's Condition** that the land purchase for the estate homes should close within 12 months. Otherwise the maps would revert back to the previously approved Proposed Parkway Collector Streets, Roundabouts, Bicycle Lanes, Multi-use Paths and Off-Street Trail.
    b. ***Exhibit A: Thoroughfare Plan Map***: Remove the Proposed Parkway Collector Streets and two Roundabouts. Includes Annotated and "Clean" versions.
    c. ***Exhibit B: Bicycle & Pedestrian Plan Map***: Remove the corresponding Bicycle Lanes, Multi-use Paths and Off-street Trail. Includes Annotated and "Clean" versions.


Hoover Rd
High Grove
Clay Springs
Clay Spring Jr
Hoover Rd
Clay Center Rd
W 116th St

Sponsor: Councilor Rider

RESOLUTION CC-11-02-15-03

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING THE THOROUGHFARE AND BICYCLE & PEDESTRIAN PLAN MAPS IN THE CARMEL CLAY COMPREHENSIVE PLAN "C3 PLAN"

WHEREAS, pursuant to the Advisory Planning Law of the State of Indiana (contained in IC 36-7-4), each unit of local government that wishes to adopt land use and zoning ordinances must first approve by resolution a comprehensive plan for the geographic area over which it has jurisdiction; and

WHEREAS, the C3 Plan (the "Comprehensive Plan") was duly approved by resolution of the Common Council on May 4, 2009, and was certified by the Carmel Plan Commission on May 20, 2009, and is therefore the official Comprehensive Plan of the City of Carmel and Clay Township; and

WHEREAS, the proposed development of estate homes would not require the dedication of right-of-way for a proposed parkway collector street, and it is unlikely the city would proceed to acquire and construct a parkway collector street through the area absent of development; and

WHEREAS, the Carmel Advisory Plan Commission voted to certify Comprehensive Plan Amendment Docket No. 15100002 CPA with a favorable recommendation to the Common Council on Tuesday, October 20, 2015, with the condition that the land sale for the estate homes closes within 12 months of the adoption of the Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that:

Section One: The Common Council hereby adopts the amendments to the Thoroughfare Plan Map (as illustrated by Exhibit A) and Bicycle & Pedestrian Plan Map (as illustrated by Exhibit B), thereby removing a segment of proposed Parkway Collector Street, roundabouts and corresponding bicycle and pedestrian facilities. More specifically, the amendments apply to the area bounded by Hoover, Clay Center and Ditch Roads.

Section Two: After its adoption, this Resolution shall be filed in the office of the Clerk-Treasurer of the City of Carmel, who shall also forward one (1) copy of this Resolution to the secretary of the Carmel Plan Commission and one (1) copy to the office of the Hamilton County Recorder, all in accordance with IC 36-7-4-509 and other applicable laws.

Section Three: This Resolution shall be in full force and effect from the date of passage, and its publication as provided by law.

Section Four: This Resolution shall take effect upon its passage by the Common Council. However, in the event that there is no transfer of the land contained in Tax Parcel 17-09-33-00-00-014.000 within a period of twelve (12) months from the date of such passage, then the Department of Community Services, on behalf of the Plan Commission, shall place on the Commission's agenda a draft proposal to restore the proposed Parkway Collector Street, roundabouts and corresponding bicycle & pedestrian facilities on the Thoroughfare Plan Map and Bicycle & Pedestrian Plan Map as previously approved by the Common Council.

ADOPTED by the Common Council of the City of Carmel, Indiana this _____ day of _____ 2015, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Kevin D. Rider
_____	_____
Richard L. Sharp, President Pro Tempore	Carol Schleif
_____	_____
Ronald E. Carter	W. Eric Seidensticker
_____	_____
Sue Finkam	Luci Snyder

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2015, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by:
Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032

Thoroughfare Plan Map

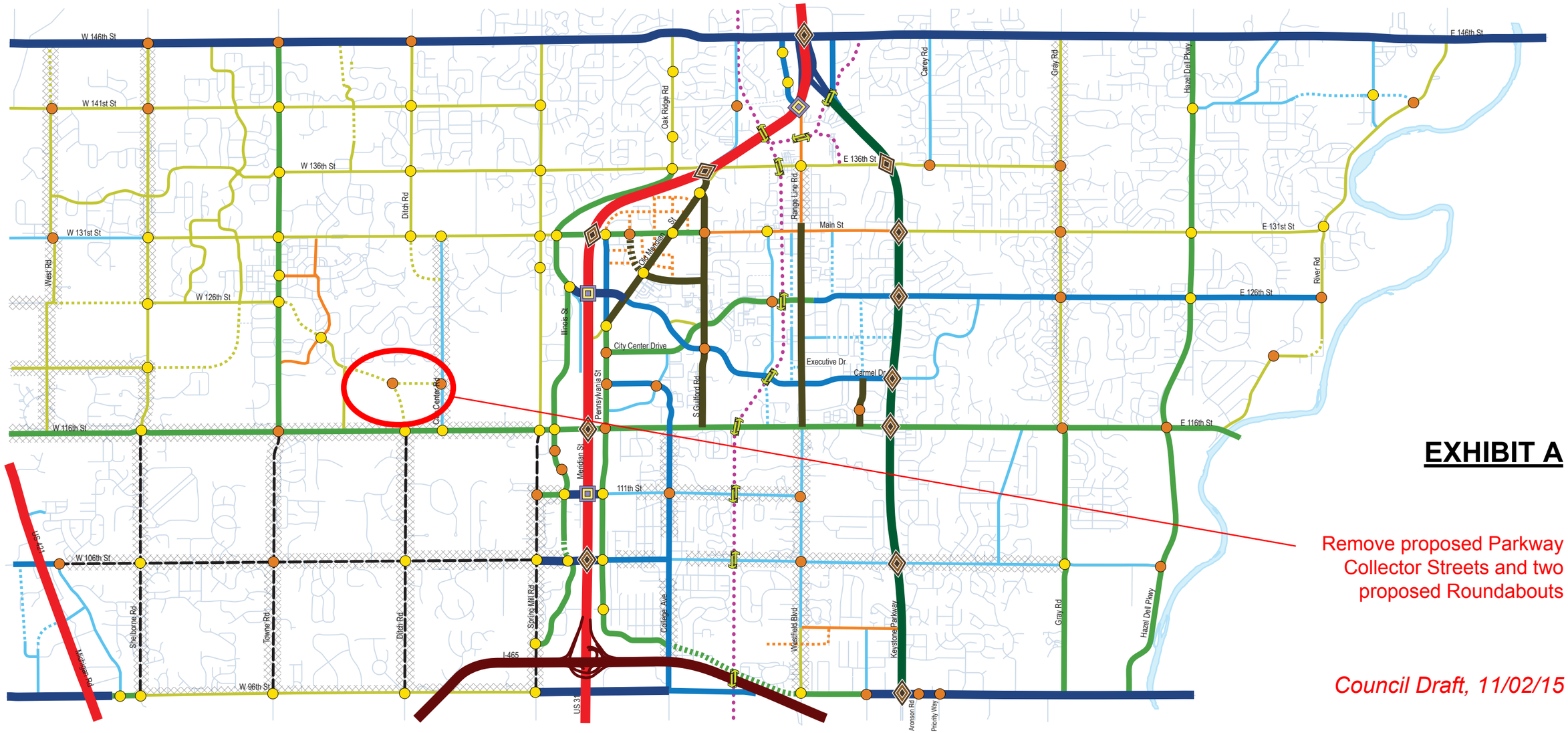


EXHIBIT A

Remove proposed Parkway Collector Streets and two proposed Roundabouts

Council Draft, 11/02/15

MAP LEGEND

- Interstate
- U.S./State Highway
- Primary Arterial Street (120' ROW)
- Primary Parkway Street (170' ROW)
- Urban Arterial Street (98' ROW)
- Proposed Urban Arterial Street (98' ROW)
- Arterial Street (100' ROW)
- Proposed Arterial Street (100' ROW)
- Parkway Arterial Street (120' ROW)
- Proposed Parkway Arterial Street (120' ROW)
- Urban Collector Street (76' ROW)
- Proposed Urban Collector Street (76' ROW)
- Collector Street (90' ROW)
- Proposed Collector Street (90' ROW)
- Parkway Collector Street (90' ROW)
- Proposed Parkway Collector Street (90' ROW)
- Local Street (56' ROW)
- Proposed Local Street (56' ROW)
- Collector Street per NOAX Agreement (80' ROW)
- Conservation Corridors
- Off-Street Commuter Trail
- Grade-Separated Crossing
- Interchange Location
- Overpass Location
- Roundabout Intersection (Existing)
- Roundabout Intersecton (Proposed)
- River

THOROUGHFARE PLAN MAP

1/4 MILE 1/2 MILE 3/4 MILE 1 MILE

N

Map Prepared by Ground Rules, Inc. Last Revised 10-06-2014

Thoroughfare Plan Map

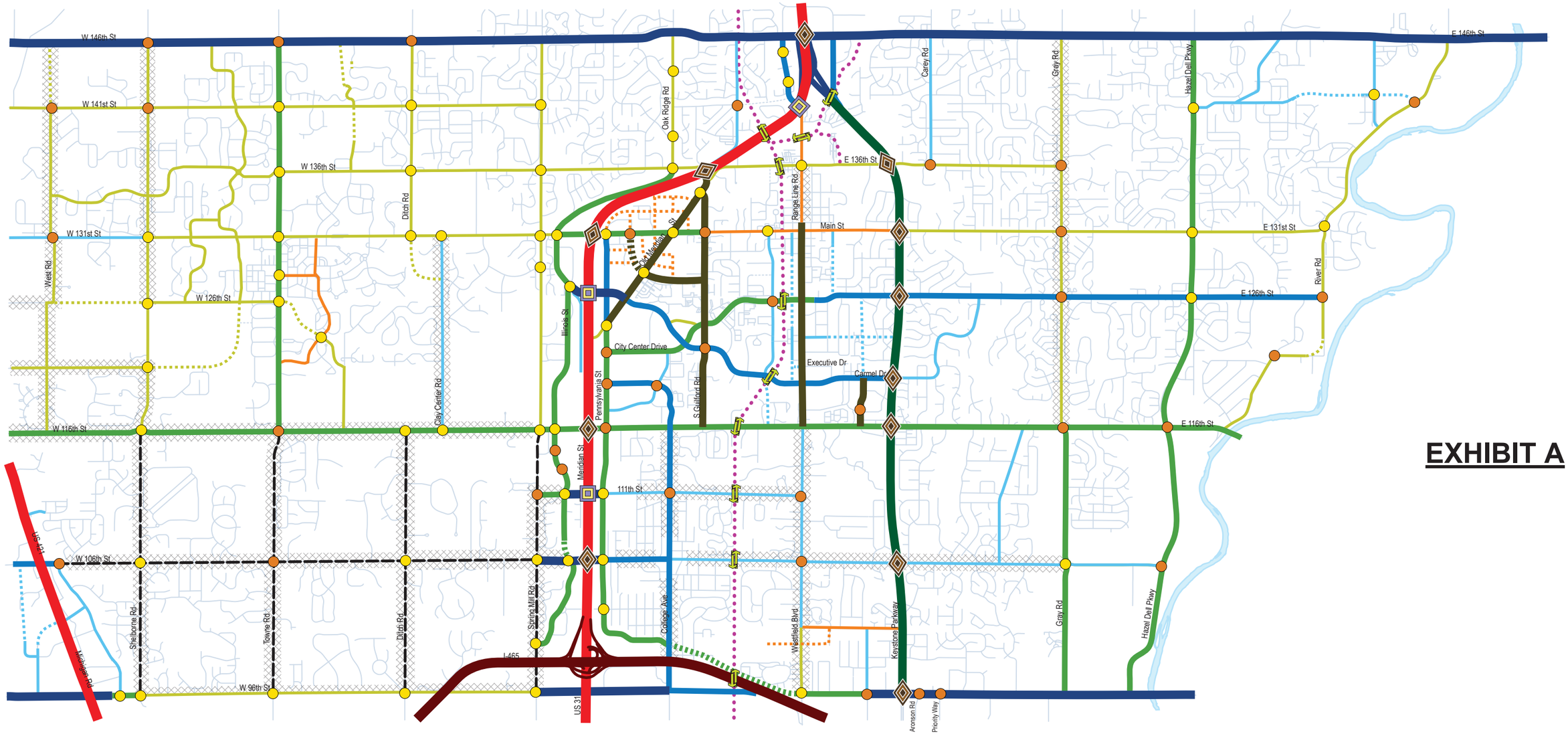


EXHIBIT A

MAP LEGEND

- Interstate
- U.S./State Highway
- Primary Arterial Street (150' ROW)
- Primary Parkway Street (150' ROW)
- Urban Arterial Street (100' ROW)
- Proposed Urban Arterial Street (100' ROW)
- Arterial Street (100' ROW)
- Proposed Arterial Street (100' ROW)
- Parkway Arterial Street (100' ROW)
- Proposed Parkway Arterial Street (100' ROW)
- Urban Collector Street (75' ROW)
- Proposed Urban Collector Street (70' ROW)
- Collector Street (60' ROW)
- Proposed Collector Street (60' ROW)
- Parkway Collector Street (60' ROW)
- Proposed Parkway Collector Street (60' ROW)
- Local Street (50' ROW)
- Proposed Local Street (50' ROW)
- Collector Street per NOAX Agreement
- Conservation Corridors
- Off-Street Commuter Trail
- Grade-Separated Crossing
- Interchange Location
- Overpass Location
- Roundabout Intersection (Existing)
- Roundabout Intersecton (Proposed)
- River

THOROUGHFARE PLAN MAP

1/4 MILE 1/2 MILE 3/4 MILE 1 MILE

N

Map Prepared by Ground Rules, Inc. Last Revised 11-02-2015

Bicycle and Pedestrian Plan Map

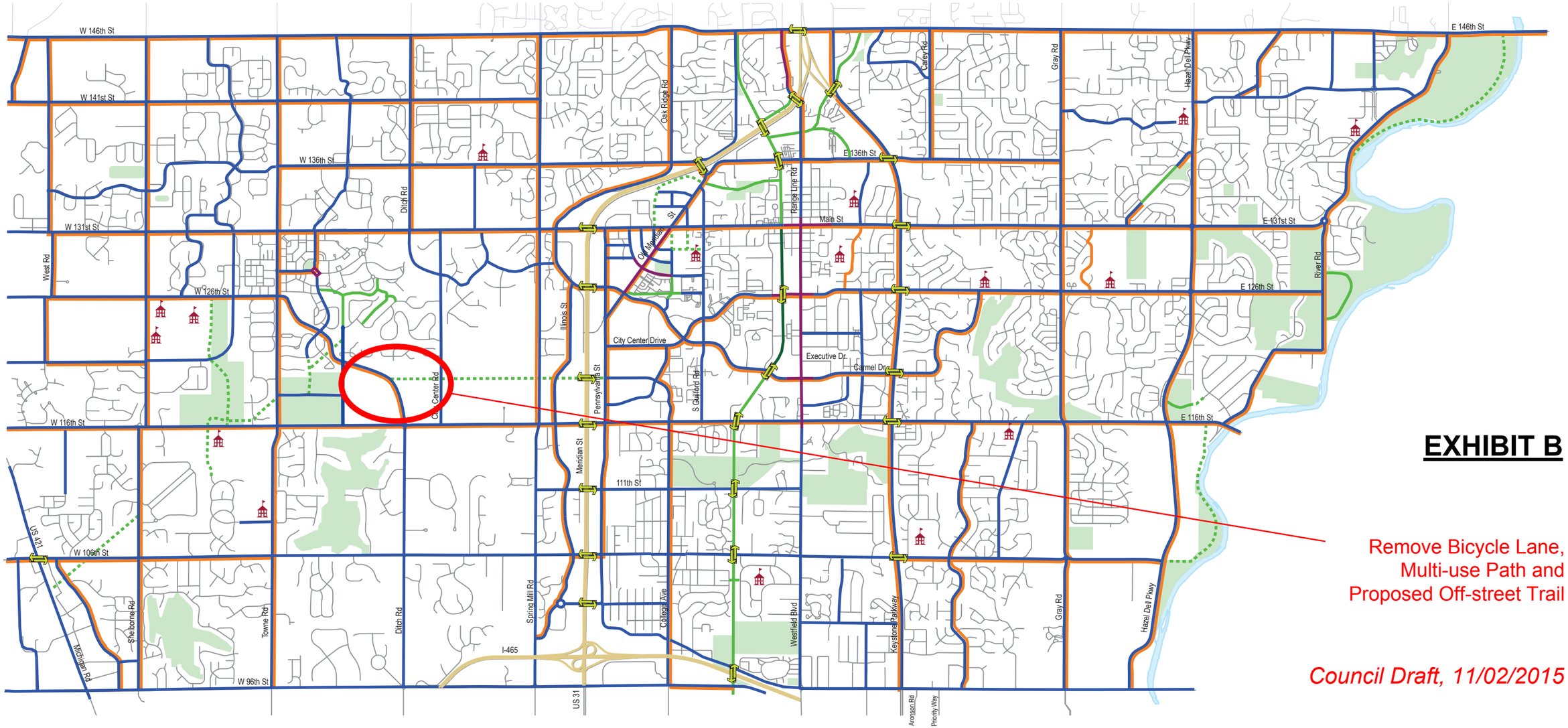


EXHIBIT B

Remove Bicycle Lane, Multi-use Path and Proposed Off-street Trail

Council Draft, 11/02/2015

MAP LEGEND

- Off-street Urban Trail
- Existing Off-street Trail
- Proposed Off-street Trail
- Bicycle Lane
- Multi-use Path
- Urban Commercial Sidewalk
- Residential Sidewalk or Urban Residential Sidewalk
- Major Corridor without Bicycle or Pedestrian Facility
- Grade-separated Crossing
- School Location
- Park Location
- River

BICYCLE AND PEDESTRIAN PLAN MAP

1/4 MILE | 1/2 MILE | 3/4 MILE | 1 MILE

N

Map Prepared by Ground Rules, Inc. Last Revised 10-06-2014

Bicycle and Pedestrian Plan Map

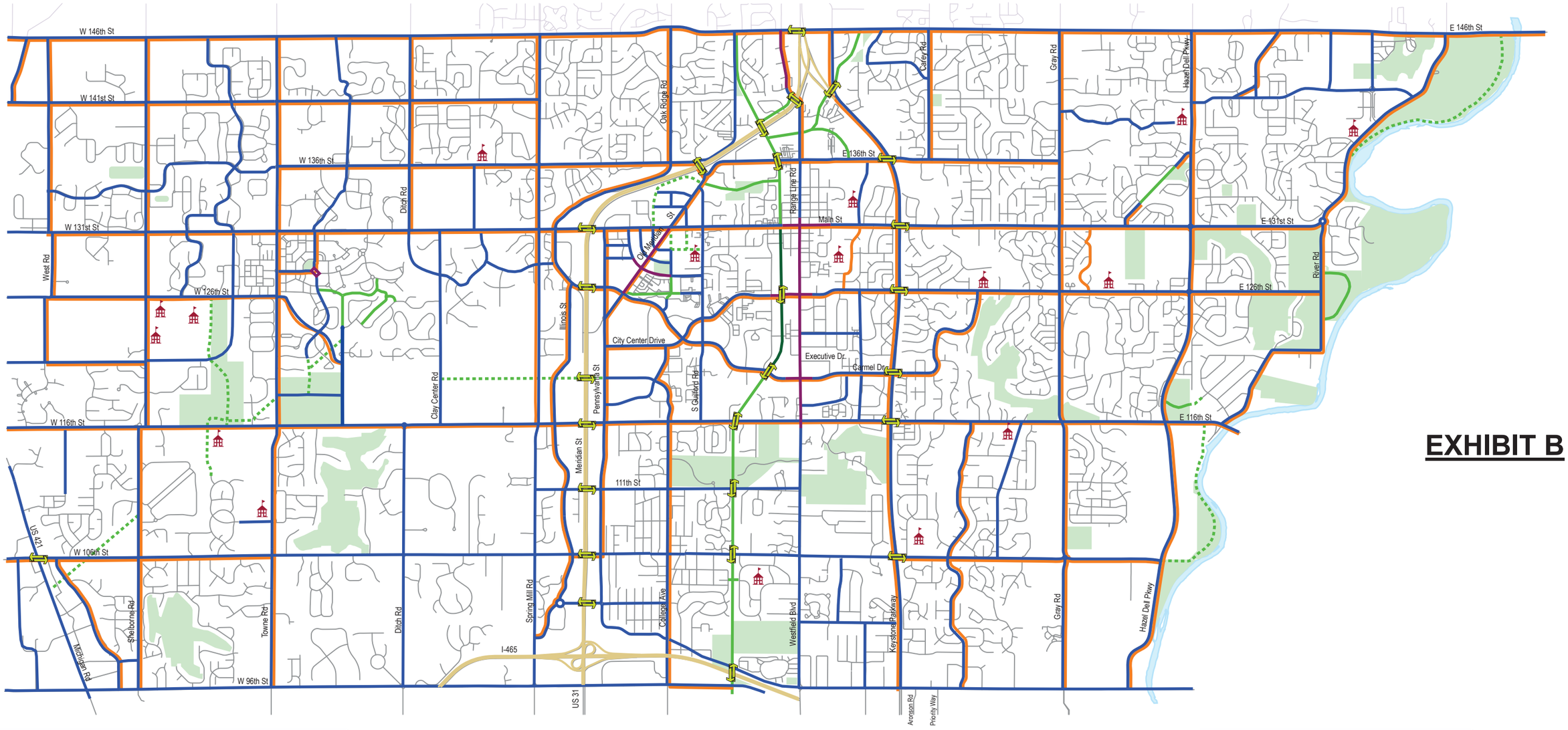


EXHIBIT B

MAP LEGEND

- Off-street Urban Trail
- Existing Off-street Trail
- Proposed Off-street Trail
- Bicycle Lane
- Multi-use Path
- Urban Commercial Sidewalk
- Residential Sidewalk or Urban Residential Sidewalk
- Major Corridor without Bicycle or Pedestrian Facility
- Grade-separated Crossing
- School Location
- Park Location
- River

BICYCLE AND PEDESTRIAN PLAN MAP

1/4 MILE | 1/2 MILE | 3/4 MILE | 1 MILE

N

Map Prepared by Ground Rules, Inc. Last Revised 11-02-2015

CERTIFICATION
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION
ON THE PETITION TO THE CITY OF CARMEL
TO AMEND THE ZONING ORDINANCE
PURSUANT TO INDIANA CODE 36-7-4-508

ORDINANCE
CC-11-02-15-03

Thoroughfare and Bicycle & Pedestrian
Plan Map Amendments

To: The Honorable Common Council
Of the City of Carmel
Hamilton County, Indiana

Dear Members:

The Carmel Plan Commission offers you the following report on the application **(Docket No. 15100002 – Plan Map Amendment)**, seeking to amend the Carmel Clay Comprehensive Plan (C3 Plan).

The Carmel Plan Commission's recommendation on the petition of the applicant is **'Favorable."**

At its regularly scheduled meeting of October 20, 2015, the Carmel Plan Commission voted Ten (10) in Favor, Zero (0) Opposed, One (1) Absent, to forward to the Common Council the proposed **Ordinance CC-11-02-15-03** with a **"Favorable Recommendation".**

CARMEL PLAN COMMISSION

BY: Steven R. Stromquist/Lem
Steven R. Stromquist, President

ATTEST:
Lisa Motz
Lisa Motz, Secretary
Carmel Plan Commission
Dated: October 21, 2015

2015 OCT 21 A 10:42

SPONSORS: Councilor Carter

RESOLUTION-CC-11-02-15-04

RESOLUTION OF THE COMMON COUNCIL FOR CITY CARMEL TO PETITION TO APPEAL FOR AN INCREASE TO THE MAXIMUM LEVY

The Common Council of the City Carmel, Hamilton County, State of Indiana, has determined to file for an excess levy appeal.

(Please check the appropriate excess levy appeal(s) and provide the dollar amount(s) requested:

- ❑ Annexation (IC 6-1.1-18.5-13(a)(1)) $_____
- ❑ Three Year Growth (IC 6-1.1-18.5-13(a)(3)) $_____
- ❑ Emergency Levy Appeal (IC-1.1-18.5-13(a)(13)) $_____
- ☒ Property Tax Shortfall (IC 6-1.1-18.5-16) $5,000,000
- ❑ Correction of Error (IC 6-1.1-18.5-14) $_____

The fiscal/governing body of the City of Carmel, Hamilton County, hereby resolves to proceed with a petition for an excess levy to the Department of Local Government Finance to increase the taxing unit's maximum levy.

Adopted this 2nd day of November, 2015.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____	_____
Presiding Officer	Sue Finkam
_____	_____
Richard Sharp, President Pro Tempore	Kevin Rider
_____	_____
Carol Schleif	W. Eric Seidensticker
_____	_____
Ronald E. Carter	Luci Snyder

ATTEST:

_____

Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2015, at _____ __.M.

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____2014, at _____ __.M.

_____
James Brainard, Mayor

ATTEST:

_____
Diana L. Cordray, IAMC, Clerk-Treasurer

Prepared by Benjamin W. Roeger on October 23, 2015, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger. (Version A)