

**COMMON COUNCIL
MEETING AGENDA
WEDNESDAY, JUNE 3, 2020 – 6:00 P.M.
VIA VIDEOCONFERENCE**

1. **CALL TO ORDER**
2. **AGENDA APPROVAL**
3. **INVOCATION**
4. **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**
5. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
6. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
7. **CONSENT AGENDA**
 - a. **Approval of Minutes**
 1. May 18, 2020 Regular Meeting
 - b. **Claims**
 1. Payroll \$2,948,346.20 and \$2,897,910.30
 2. General Claims \$4,390,751.14
8. **ACTION ON MAYORAL VETOES**
9. **COMMITTEE REPORTS**
 - a. Finance, Utilities and Rules Committee
 - b. Land Use and Special Studies Committee
 - c. All reports designated by the Chair to qualify for placement under this category.
10. **OTHER REPORTS – (at the first meeting of the month specified below):**
 - a. **Carmel Redevelopment Commission (Monthly)**
 - b. Carmel Historic Preservation Commission (Quarterly – January, April, July, October)
 - c. Audit Committee (Bi-annual – May, October)
 - d. Redevelopment Authority (Bi-annual – April, October)
 - e. Carmel Cable and Telecommunications Commission (Bi-annual – April, October)
 - f. Economic Development Commission (Bi-annual – February, August)
 - g. Library Board (Annual – February)
 - h. Ethics Board (Annual – February)
 - i. Public Art Committee (Annual – August)

- j. Parks Department (Quarterly – February, May, August, November)
- k. **Report on the Carmel Music and Film Festival**
- l. **Presentation from The Center for the Performing Arts**
- m. All reports designated by the Chair to qualify for placement under this category.

11. **OLD BUSINESS**

- a. **Thirteenth Reading of Ordinance D-2488-19**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 6, Sections 8-56(d) and 8-58(a); Sponsor(s): Councilor(s) Finkam and Worrell. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

Ordinance adds vehicle weight restrictions to various City streets.

- b. **Fourth Reading of Ordinance D-2513-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 4, Article 5, Section 4-98 of the Carmel City Code; Sponsor: Councilor Finkam. **TABLED**

Synopsis:

This ordinance codifies the process of applying for economic development incentives from the City of Carmel.

- c. **Second Reading of Ordinance D-2519-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Brookshire Village Shoppes Redevelopment Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Worrell. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance improvements to support the redevelopment of Brookshire Village Shoppes.

- d. **Resolution CC 05-18-20-03**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Establishment of the Brookshire Village Shoppes Economic Development Area (Brookshire Village Shoppes); Sponsor: Councilor Worrell. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission establishing the Brookshire Village Shoppes Economic Development Area, designating the Brookshire Village Shoppes Allocation Area and approving an economic development plan for the Economic Development Area conforms to the plan of development for the City of Carmel and approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

- e. **Second Reading of Ordinance D-2522-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Corner Development Project, and Authorizing

and Approving Other Actions in Respect Thereto; Sponsor: Councilor Worrell. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance improvements to support the development of The Corner Project.

- f. **Resolution CC 05-18-20-04**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the 126th Street Corridor Economic Development Area (South Pennsylvania Allocation Area); Sponsor: Councilor Worrell. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the 126th Street Corridor Economic Development Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

- g. **Second Reading of Ordinance Z-651-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 9 Parcels Located at the Southeast Corner of Old Meridian Street and Carmel Drive from the UC/Urban Core District and UR/Urban Residential District to the C2/Mixed Use District; Sponsor: Councilor Rider. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

This ordinance rezones 9 parcels located at the southeast corner of Old Meridian Street and Carmel Drive to the C2/Mixed Use District for the purpose of facilitating the redevelopment of the Kirk Furniture site as well as three single-story office and medical complexes in the Carmel Science and Technology Park.

- h. **Second Reading of Ordinance D-2520-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Lot One Development Project, and Authorizing and Approving Other Actions Thereto; Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance improvements to support the development of the Lot One Project.

- i. **Resolution CC 05-18-20-05**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Old Town Economic Development Area (Lot One Allocation Area); Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the Old Town Economic Development Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

- j. **Second Reading of Ordinance D-2518-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Firehouse Redevelopment Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance improvements to support the development of the Firehouse Project.

- k. **Resolution CC 05-18-20-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the City Center Redevelopment Area (Firehouse Allocation Area); Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the City Center Redevelopment Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

- l. **Second Reading of Ordinance D-2521-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Sections 8-48 of the Carmel City Code; Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee**

Synopsis:

Ordinance adds various parking restrictions to Carmel City Code.

- m. **Resolution CC 05-18-20-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the City Center Redevelopment Area (Magnolia Allocation Area); Sponsor: Councilor Worrell. **Returning from the Land Use and Special Studies Committee.**

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the City Center Redevelopment Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

12. **PUBLIC HEARINGS**

- a. **First Reading of Ordinance D-2527-20**; 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 Economic Development Fund (#903); Sponsor: Councilor Finkam

Synopsis:

This ordinance appropriates funds currently in the operating balance of the Economic Development Fund (#903) so that they can be used to conduct a TIF study.

- b. **First Reading of Ordinance D-2528-20**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the General Fund #101 to the 2020 Brookshire Golf Course Budget; Sponsor(s): Councilor(s) Aasen and Kimball

Synopsis:

This ordinance authorizes and approves an additional appropriation of \$34,025.00 from the General Fund into the 2020 Golf Course Budget to cover costs associated with operating and maintaining the Brookshire Golf Club Pool.

13. **NEW BUSINESS**
14. **AGENDA ADD-ON ITEMS**
15. **OTHER BUSINESS**
16. **ANNOUNCEMENTS**
17. **EXECUTION OF DOCUMENTS**
18. **ADJOURNMENT**

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COMMON COUNCIL MEETING MINUTES

MONDAY, MAY 18, 2020 – 6:00 P.M.
VIA VIDEOCONFERENCE

MEETING CALLED TO ORDER

Council President Laura Campbell; Council Members: Kevin D. Rider, Sue Finkam, Anthony Green, Tim Hannon, H. Bruce Kimball, Miles Nelson, Jeff Worrell and Deputy Clerk Jacob Quinn were present.

Councilor Adam Aasen arrived shortly after the initial roll call.

Council President Campbell called the meeting to order at 6:01 p.m.

This meeting was done remotely via Teams.

AGENDA APPROVAL

The agenda was approved unanimously.

INVOCATION

Councilor Rider delivered the Invocation

RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS

Councilor Worrell recognized Iris Yan, who is a Senior at Carmel High School, for being recognized as one of the 4 STEM Team award winners in the state.

RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

Councilor Campbell read comments that were submitted via the online submission form.

William Shaffer submitted ideas for consideration with regard to the Finance Committees investigation of the Hotel Carmichael costs.

Eric Morris submitted a series of questions and comments with regard to COVID testing,

Kirk Hunt encouraged the Council to pause some programs and bonding for private projects until we have a better feel of the economic impact of Covid-19 to city finances.

COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS

Councilor Campbell announced the city is hosting a virtual Memorial Day ceremony on May 22.

47 **CONSENT AGENDA**

48
49 Councilor Rider moved to approve the consent agenda. Councilor Kimball seconded. There was no
50 Council discussion. Council President Campbell called for the vote. The motion was approved 9-0.

51
52 a. **Approval of Minutes**

- 53
54 1. March 16, 2020 Regular Meeting
55 2. March 30, 2020 Special Meeting
56 3. April 6, 2020 Special Meeting
57

58 b. **Claims**

- 59
60 1. Payroll \$2,944,257.72 and \$2,953,478.34
61 2. General Claims \$1,956,941.10
62 3. Retirement \$99,408.50
63 4. Wires \$1,881,445.82
64

65 **ACTION ON MAYORAL VETOES**

66
67 There were none.
68

69 **COMMITTEE REPORTS**

70
71 Councilor Finkam reported that the Finance, Utilities and Rules Committee had met three times to discuss
72 the financing and governance of Hotel Carmichael.

73
74 Councilor Green reported that the Land Use and Special Studies Committee had not met.
75

76 **OTHER REPORTS – (at the first meeting of the month specified below):**

77
78 The bi-annual report of the Audit Committee was included in the Council Packet.

79
80 Michael Klitzing, Director of Carmel Clay Parks and Recreation, presented the quarterly report.

81
82 Curt Coonrod, C.L. Coonrod & Co., presented to Council on the city’s finances.
83

84 **OLD BUSINESS**

85
86 Council President Campbell announced the **Twelfth Reading of Ordinance D-2488-19**; An Ordinance of
87 the Common Council of the City of Carmel, Indiana, Amending Chapter 8, Article 6, Sections 8-56(d)
88 and 8-58(a); Sponsor(s): Councilor(s) Finkam and Worrell. Item remains in the Finance, Utilities and
89 Rules Committee.

90
91 Councilor President Campbell announced the **Third Reading of Ordinance D-2513-20**; An Ordinance of
92 the Common Council of the City of Carmel, Indiana, Amending Chapter 4, Article 5, Section 4-98 of the
93 Carmel City Code; Sponsor: Councilor Finkam. Item remains TABLED.
94

95 **PUBLIC HEARINGS**

96
97 Council President Campbell announced the **First Reading of Ordinance Z-651-20**; An Ordinance of the
98 Common Council of the City of Carmel, Indiana, Rezoning 9 Parcels Located at the Southeast Corner of
99 Old Meridian Street and Carmel Drive from the UC/Urban Core District and UR/Urban Residential
100 District to the C2/Mixed Use District. Councilor Rider moved to introduce the item into business.
101 Councilor Finkam seconded. Councilor Worrell recused himself from the discussion on this agenda item.
102 Adrienne Keeling, Department of Community Services, presented the item to Council. Council President
103 Campbell opened the public hearing at 7:52 p.m.

104
105 Receiving no online comments submitted via the public comment submission process, Council President
106 Campbell closed the public hearing at 7:53 p.m. Council President Campbell referred the item to the Land
107 Use and Special Studies Committee.

108
109 Council President Campbell announced the **First Reading of Ordinance D-2523-20**; An Ordinance of
110 the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional
111 Appropriation of Funds from the Operating Balance of the Non-Reverting Carmel Historic Preservation
112 Fund (#507). Councilor Rider moved to introduce the item into business. Councilor Kimball seconded.
113 Jon Oberlander, Assistant Corporation Counsel, presented the item to Council. Council President
114 Campbell opened the public hearing at 7:55 p.m.

115
116 Receiving no online comments submitted via the public comment submission process, Council President
117 Campbell closed the public hearing at 7:55 p.m. Councilor Kimball moved to suspend the rules and act on
118 this tonight. Councilor Nelson seconded. There was no Council discussion. Council President Campbell
119 called for the vote. The motion was approved 9-0. Councilor Kimball moved to approve Ordinance D-
120 2523-20. Councilor Rider seconded. There was no Council discussion. Council President Campbell called
121 for the vote. **Ordinance D-2523-20** was approved 9-0.

122
123 Council President Campbell announced the **First Reading of Ordinance D-2524-20**; An Ordinance of
124 the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional
125 Appropriation of Funds from the Operating Balance of the Local Road and Street Fund (Fund #202);
126 Councilor Rider moved to introduce the item into business. Councilor Kimball seconded. Councilor
127 Nelson introduced the item to Council. Council President Campbell opened the public hearing at 7:59
128 p.m.

129
130 Receiving no online comments submitted via the public comment submission process, Council President
131 Campbell closed the public hearing at 7:59 p.m. Councilor Rider moved to suspend the rules and act on
132 this tonight. Councilor Nelson seconded. There was no Council discussion. Council President Campbell
133 called for the vote. The motion was approved 9-0. Councilor Rider moved to approve Ordinance D-2524-
134 20. Councilor Kimball seconded. There was no Council discussion. Council President Campbell called for
135 the vote. **Ordinance D-2524-20** was approved 9-0.

136
137 Council President Campbell announced the **First Reading of Ordinance D-2525-20**; An Ordinance of
138 the Common Council of the City of Carmel, Indiana, Vacating Right-of-Way Located Within the Lot One
139 Redevelopment Project. Councilor Worrell moved to introduce the item into business. Councilor Rider
140 seconded. Councilor Worrell introduced the item to Council. Henry Mestetsky, Executive Director of the
141 Carmel Redevelopment Commission, presented the item to Council. Council President Campbell opened
142 the public hearing at 8:03 p.m.

143

144 Receiving no online comments submitted via the public comment submission process, Council President
145 Campbell closed the public hearing at 8:03 p.m. Councilor Worrell moved to suspend the rules and act on
146 this tonight. Councilor Finkam seconded. There was no Council discussion. Council President Campbell
147 called for the vote. The motion was approved 9-0. Councilor Worrell moved to approve Ordinance D-
148 2525-20. Councilor Finkam seconded. There was no Council discussion. Council President Campbell
149 called for the vote. **Ordinance D-2525-20** was approved 8-0 (Rider abstained).

150
151

152 **NEW BUSINESS**

153

154 Council President Campbell announced **Resolution CC 05-18-20-06**; A Resolution of the Common
155 Council of the City of Carmel, Indiana, Approving a Transfer of Funds Between the Grant Fund (#900)
156 and the Local Road and Street Fund (#202). Councilor Rider moved to introduce the item into business.
157 Councilor Kimball seconded. Councilor Nelson introduced the item to Council. Councilor Rider moved to
158 approve Resolution CC-05-18-20-06. Councilor Kimball seconded. There was brief Council discussion.
159 Council President Campbell called for the vote. **Resolution CC-05-18-20-06** was approved 9-0

160

161 Council President Campbell announced the **First Reading of Ordinance D-2526-20**; An Ordinance of
162 the Common Council of the City of Carmel, Indiana, Adopting an Investment Policy Authorizing the
163 Investment of Public Funds Pursuant to IC 5-13-9-5.7. Councilor Rider moved to introduce the item into
164 business. Councilor Finkam seconded. Councilor Finkam introduced the item to Council. Ann Bingman,
165 Controller for the City of Carmel, presented the item to Council. Councilor Finkam moved to suspend the
166 rules and act on this tonight. Councilor Rider seconded. There was no Council discussion. Council
167 President Campbell called for the vote. The motion was approved 9-0. Councilor Finkam moved to
168 approve Ordinance D-2526-20. Councilor Kimball seconded. There was no Council discussion. Council
169 President Campbell called for the vote. **Ordinance D-2526-20** was approved 9-0.

170

171 Council President Campbell announced **Resolution CC 05-18-20-07**; A Resolution of the Common
172 Council of the City of Carmel, Indiana, Authorizing Deposit of City Funds Twice Per Week During the
173 Covid-19 Public Health Emergency. Councilor Finkam moved to introduce the item into business.
174 Councilor Rider seconded. Councilor Finkam introduced the item to Council. Ann Bingman presented the
175 item to Council. Mayor James Brainard addressed Council. Councilor Finkam moved to approve
176 Resolution CC-05-18-20-07. Councilor Rider seconded. There was no Council discussion. Council
177 President Campbell called for the vote. **Resolution CC-05-18-20-07** was approved 9-0

178

179 Council President Campbell announced the **First Reading of Ordinance D-2520-20**; An Ordinance of
180 the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development
181 Tax Increment Revenue Bonds to Support the Lot One Development Project, and Authorizing and
182 Approving Other Actions Thereto. Councilor Rider moved to introduce the item into business. Councilor
183 Worrell seconded. Councilor Worrell introduced the item to Council. Henry Mestetsky and Mayor
184 Brainard presented to Council on developer backed bonds. Michael Garvey, Chief Investment Officer for
185 Lauth, presented the item to Council. Council President Campbell referred the item to the Land Use and
186 Special Studies Committee.

187

188 Council President Campbell announced **Resolution CC 05-18-20-05**; A Resolution of the Common
189 Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Old Town
190 Economic Development Area (Lot One Allocation Area). Councilor Rider moved to introduce the item
191 into business. Councilor Worrell seconded. Councilor Worrell introduced the item to Council. Council
192 President Campbell referred the item to the Land Use and Special Studies Committee.

193
194 Council President Campbell announced the **First Reading of Ordinance D-2518-20**; An Ordinance of
195 the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development
196 Tax Increment Revenue Bonds to Support the Firehouse Redevelopment Project, and Authorizing and
197 Approving Other Actions in Respect Thereto. Councilor Worrell moved to introduce the item into
198 business. Councilor Rider seconded. David Leazenby, Vice-President of Acquisitions for Onyx+East,
199 presented the item to Council. Henry Mestetsky addressed Council. Council President Campbell referred
200 the item to the Land Use and Special Studies Committee.

201
202 Council President Campbell announced **Resolution CC 05-18-20-02**; A Resolution of the Common
203 Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the City Center
204 Redevelopment Area (Firehouse Allocation Area). Councilor Worrell moved to introduce the item into
205 business. Councilor Rider seconded. Councilor Worrell introduced the item to Council. Council President
206 Campbell referred the item to the Land Use and Special Studies Committee.

207
208 Council President Campbell announced the **First Reading of Ordinance D-2521-20**; An Ordinance of
209 the Common Council of the City of Carmel, Indiana, Amending Sections 8-48 of the Carmel City Code.
210 Councilor Worrell moved to introduce the item into business. Councilor Rider seconded. Henry
211 Mestetsky presented the item to Council. Mayor Brainard addressed Council regarding the ordinance.
212 Council President Campbell referred the item to the Land Use and Special Studies Committee.

213
214 Council President Campbell announced the **First Reading of Ordinance D-2519-20**; An Ordinance of
215 the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development
216 Tax Increment Revenue Bonds to Support the Brookshire Village Shoppes Redevelopment Project, and
217 Authorizing and Approving Other Actions in Respect Thereto. Councilor Worrell moved to introduce the
218 item into business. Councilor Rider seconded. Councilor Worrell introduced the item to Council. Brent
219 Benge, President of KennMar, presented the item to Council. Council President Campbell referred the
220 item to the Land Use and Special Studies Committee.

221
222 Council President Campbell announced **Resolution CC 05-18-20-03**; A Resolution of the Common
223 Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Establishment
224 of the Brookshire Village Shoppes Economic Development Area (Brookshire Village Shoppes).
225 Councilor Worrell moved to introduce the item into business. Councilor Rider seconded. Councilor
226 Worrell introduced the item to Council. Council President Campbell referred the item to the Land Use and
227 Special Studies Committee.

228
229
230 Council President Campbell announced the **First Reading of Ordinance D-2522-20**; An Ordinance of
231 the Common Council of the City of Carmel, Indiana, Authorizing the Issuance of Economic Development
232 Tax Increment Revenue Bonds to Support the Corner Development Project, and Authorizing and
233 Approving Other Actions in Respect Thereto. Councilor Worrell moved to introduce the item into
234 business. Councilor Rider seconded. Councilor Worrell introduced the item to Council. Thomas
235 McGowan, President and COO of Kite Realty, presented the item to Council. Henry Mestetsky addressed
236 Council regarding the project. Mayor Brainard addressed Council regarding the project. Council President
237 Campbell referred the item to the Land Use and Special Studies Committee.

238
239 Council President Campbell announced **Resolution CC 05-18-20-01**; A Resolution of the Common
240 Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the City Center
241 Redevelopment Area (Magnolia Allocation Area). Councilor Worrell moved to introduce the item into

242 business. Councilor Rider seconded. Councilor Worrell introduced the item to Council. Henry Mestetsky
243 addressed Council regarding the project. Council President Campbell referred the item to the Land Use
244 and Special Studies Committee.

245
246 Council President Campbell announced **Resolution CC 05-18-20-04**; A Resolution of the Common
247 Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the 126th Street
248 Corridor Economic Development Area (South Pennsylvania Allocation Area). Councilor Worrell.
249 Councilor Worrell moved to introduce the item into business. Councilor Rider seconded. Councilor
250 Worrell introduced the item to Council. Henry Mestetsky addressed Council regarding the project.
251 Council President Campbell referred the item to the Land Use and Special Studies Committee.

252
253 Council President Campbell adjourned the meeting at 10:05 p.m.

254
255 **EXECUTION OF DOCUMENT**

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257 **ADJOURNMENT**

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259 Respectfully submitted,

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263 _____
264 Sue Wolfgang, Clerk

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266 Approved,
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269 Laura Campbell, Council President

269 **ATTEST:**

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271 _____
272 Sue Wolfgang, Clerk

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Total Gross Wages for REGULAR PAYROLL date 5/8/2020

\$1,951,949.88

Total Payroll Liabilities for REGULAR PAYROLL dated 05/8/2020

\$945,960.42

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.



Controller

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 **\$2,897,910.30** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2020

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

Council President

Total Gross Wages for REGULAR PAYROLL date 4/24/2020

\$2,002,036.05

Total Payroll Liabilities for REGULAR PAYROLL dated 04/24/2020

\$946,310.15

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.



Controller

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 **\$2,948,346.20** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2020

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

Council President

SUNGARD PENTAMATION, INC.
 DATE: 05/27/2020
 TIME: 15:25:42

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 1
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
SOROS CLINICAL SOLUTIONS	352913	05/13/20	COVID-19-ARIA -438	301-4359016	65,700.00	65,700.00
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	67.64	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	41.55	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	9.13	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	112.13	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	87.89	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	190.90	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	107.46	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	31.75	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	12.54	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	33.65	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	181.06	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	180.75	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	35.46	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	47.74	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	57.28	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	66.50	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	45.04	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	71.34	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	54.92	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	43.49	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	70.04	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	47.01	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	102.42	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	56.35	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	50.65	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1206-4348000	2,205.65	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1208-4348000	14,998.72	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1208-4348000	14.00	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1208-4348000	10,700.85	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	77.45
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	16.05
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	9.01
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	14.00
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	9.01
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	101.30
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	9.01
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1205-R4348000	103598	43.14
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1206-4348000	468.31	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	95.75	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	52.91	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1801-4348000	122.78	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1801-4348000	56.21	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	7.58	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	14.41	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	228.65	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	23.60	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	31.09	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	31.35	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	2201-4348000	25.35	
DUKE ENERGY	352917	05/14/20	ELECTRICITY	1115-4348000	2,232.25	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	27.45	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	43.79	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	24.04	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	73.22	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	6,407.82	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	16.90	

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DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	53.17	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	66.93	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	19.07	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	601-5023990	19.06	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	39.57	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	601-5023990	39.56	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	129.59	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	601-5023990	129.59	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	651-5023990	51.72	
DUKE ENERGY	352917	05/14/20	OTHER EXPENSES	601-5023990	51.71	
						40,586.31
IPL	352918	05/14/20	OTHER EXPENSES	601-5023990	37,789.00	
IPL	352918	05/14/20	OTHER EXPENSES	651-5023990	1,516.49	
IPL	352918	05/14/20	ELECTRICITY	2201-4348000	1,636.60	
IPL	352918	05/14/20	ELECTRICITY	2201-4348000	116.33	
IPL	352918	05/14/20	ELECTRICITY	2201-4348000	8.25	
						41,066.67
VECTREN ENERGY	352919	05/14/20	0262016739554535436	1120-4349000	130.14	
VECTREN ENERGY	352919	05/14/20	0260043195851125328	1120-4349000	170.06	
VECTREN ENERGY	352919	05/14/20	0260014045852789282	1120-4349000	140.58	
VECTREN ENERGY	352919	05/14/20	0260043195858573106	1120-4349000	168.17	
VECTREN ENERGY	352919	05/14/20	0260038568354552002	601-5023990	257.61	
VECTREN ENERGY	352919	05/14/20	0260038568356974409	601-5023990	387.62	
VECTREN ENERGY	352919	05/14/20	0260038568351218692	601-5023990	497.89	
VECTREN ENERGY	352919	05/14/20	0260043195852329927	1120-4349000	114.39	
VECTREN ENERGY	352919	05/14/20	0260043195858467720	1120-4349000	182.26	
VECTREN ENERGY	352919	05/14/20	0262016739356428427	1208-4349000	215.70	
VECTREN ENERGY	352919	05/14/20	0260043195859524836	1208-4349000	46.00	
VECTREN ENERGY	352919	05/14/20	0260025581657312152	2201-4349000	328.03	
VECTREN ENERGY	352919	05/14/20	0260025581657312134	2201-4349000	98.90	
VECTREN ENERGY	352919	05/14/20	0260025581657312205	2201-4349000	211.80	
						2,949.15
JANET ANDRIOLE	352920	05/14/20	OTHER EXPENSES	601-5023990	433.57	
						433.57
AQUA FALLS BOTTLED WATER	352921	05/14/20	OTHER CONT SERVICES	1192-4350900	10.00	
						10.00
BRADEN BUSINESS SYS, INC	352922	05/14/20	OTHER RENTAL & LEASES	1207-4353099	90.00	
						90.00
BRIGHT HOUSE NETWORKS	352923	05/14/20	000682601050220	1205-4349500	140.48	
						140.48
BRIGHT HOUSE NETWORKS	352924	05/14/20	001103001043020	1208-4349500	78.95	
						78.95
BRIGHT HOUSE NETWORKS	352925	05/14/20	001377102050420	2201-4350900	232.88	
						232.88
CARMEL UTILITIES	352926	05/14/20	WATER & SEWER	2201-4348500	154.06	
CARMEL UTILITIES	352926	05/14/20	WATER & SEWER	1115-4348500	50.46	
CARMEL UTILITIES	352926	05/14/20	WATER & SEWER	1120-4348500	205.36	
						409.88
DON R SCHEIDT & CO INC	352927	05/14/20	OTHER PROFESSIONAL FEES	902-4341999	3,800.00	
						3,800.00
HAMILTON COUNTY RECORDER	352928	05/14/20	OTHER EXPENSES	601-5023990	400.00	
HAMILTON COUNTY RECORDER	352928	05/14/20	OTHER EXPENSES	651-5023990	100.00	
						500.00
KONICA MINOLTA BUSINESS S	352930	05/14/20	OTHER EXPENSES	651-5023990	26.20	
						26.20
KONICA MINOLTA PREMIER FI	352931	05/14/20	OTHER RENTAL & LEASES	1801-4353099	580.99	
						580.99
METRO FIBERNET LLC	352933	05/14/20	OTHER EXPENSES	601-5023990	1,350.00	

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PETTY CASH - BROOKSHIRE G	352935	05/14/20	GLOVES	1207-4359016	20.97	1,350.00
READY REFRESH BY NESTLE	352936	05/14/20	OTHER EXPENSES	651-5023990	11.36	20.97
READY REFRESH BY NESTLE	352936	05/14/20	OTHER EXPENSES	601-5023990	11.35	
REPUBLIC WASTE SERVICES O	352937	05/14/20	OTHER EXPENSES	601-5023990	80.00	22.71
REPUBLIC WASTE SERVICES O	352938	05/14/20	OTHER EXPENSES	601-5023990	80.00	80.00
REPUBLIC WASTE SERVICES O	352939	05/14/20	OTHER EXPENSES	601-5023990	363.81	80.00
TRAVELERS	352940	05/14/20	GENERAL INSURANCE	1205-R4347500 103596	5,787.80	363.81
TRICO REGIONAL SEWER UTIL	352941	05/14/20	4000500034500	601-5023990	129.39	5,787.80
TRICO REGIONAL SEWER UTIL	352941	05/14/20	4000500134500	601-5023990	97.93	
TRICO REGIONAL SEWER UTIL	352941	05/14/20	2000130154000	1120-4348500	141.76	
TRICO REGIONAL SEWER UTIL	352941	05/14/20	0376122604988	1120-4348500	73.12	
TRICO REGIONAL SEWER UTIL	352941	05/14/20	2000240134001	2201-4348500	391.03	
VERIZON	352943	05/14/20	OTHER EXPENSES	651-5023990	2,203.16	833.23
VERIZON	352944	05/14/20	CELLULAR PHONE FEES	1702-4344100	161.29	2,203.16
VERIZON	352945	05/14/20	CELLULAR PHONE FEES	2201-4344100	2,674.55	161.29
XEROX CORP	352946	05/14/20	OTHER EXPENSES	651-5023990	222.87	2,674.55
XEROX CORP	352946	05/14/20	OTHER EXPENSES	601-5023990	222.86	
ANDREW YOUNG	352947	05/14/20	OTHER EXPENSES	851-5023990	39.00	445.73
DUKE ENERGY	352949	05/14/20	ELECTRICITY	1125-4348000	161.00	39.00
VECTREN ENERGY	352950	05/14/20	0262017220052318900	1125-4349000	44.18	161.00
VECTREN ENERGY	352950	05/14/20	02620172200	1125-4349000	71.87	
VECTREN ENERGY	352950	05/14/20	02620172200	1091-4349000	44.82	
VECTREN ENERGY	352950	05/14/20	0262017220055889065	110-4349000	299.38	
ACE-PAK PRODUCTS INC	352951	05/14/20	SAFETY SUPPLIES	1094-4239012	110.24	460.25
ACE-PAK PRODUCTS INC	352951	05/14/20	CLEANING SUPPLIES	1125-4359016 54265	334.09	
KYLE APPELEGATE	352952	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	444.33
KYLE APPELEGATE	352952	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
KYLE APPELEGATE	352952	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
KYLE APPELEGATE	352952	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
AMANDA BEACH	352953	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	807.44	997.50
BARBARA BERNETT	352954	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	807.44
BARBARA BERNETT	352954	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
KIRAN BIDDALA	352955	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,567.42
BLUETARP FINANCIAL	352956	05/14/20	OTHER MAINT SUPPLIES	1093-4238900	126.99	570.00
AARON BRUNS	352957	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	200.00	126.99
MARGARET CAMPBELL	352958	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	200.00

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MARGARET CAMPBELL	352958	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
CARAHSOFT TECHNOLOGY CORP	352959	05/14/20	ELECT SIGNATURE SUB-COVID	1125-4359016 54395	2,889.32	617.50
CARMEL UTILITIES	352960	05/14/20	WATER & SEWER	1125-4348500	199.21	2,889.32
CARMEL UTILITIES	352960	05/14/20	WATER & SEWER	1125-4348500	387.18	
CARMEL UTILITIES	352960	05/14/20	WATER & SEWER	110-4348500	177.40	
CARMEL UTILITIES	352960	05/14/20	WATER & SEWER	1125-4348500	79.50	
CARMEL UTILITIES	352960	05/14/20	WATER & SEWER	1125-4348500	5.68	
CARRIER CORP	352961	05/14/20	BUILDING REPAIRS & MAINT	1093-4350100	1,686.00	848.97
MICHAEL CHEVALIER	352962	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.50	1,686.00
MICHAEL CHEVALIER	352962	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
JAMIE COLEMAN	352963	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.50	1,140.00
FREDDY DELFIN	352964	05/14/20	5.5.20	1125-4128000	348.02	997.50
CASEY DICK	352965	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	348.02
CASEY DICK	352965	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
KATIE DUKES	352966	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	160.50	1,140.00
ANNA MARIA ELIA	352967	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	160.50
ANNA MARIA ELIA	352967	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
ELLIS MECHANICAL & ELECTR	352968	05/14/20	BUILDING REPAIRS & MAINT	1093-4350100	1,425.00	285.00
ELLIS MECHANICAL & ELECTR	352968	05/14/20	OTHER CONT SERVICES	1093-4350900	4,278.75	
ENVIRONMENTAL LABORATORIE	352969	05/14/20	OTHER CONT SERVICES	1094-4350900	50.00	5,703.75
ANDREA GILMAN	352970	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	317.00	50.00
ANDREA GILMAN	352970	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
ANDREA GILMAN	352970	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
ANDREA GILMAN	352970	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	934.50
KEVIN GRAY	352971	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
SHARI GRAY	352972	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	107.00	107.00
GRAYBAR ELECTRIC CO, INC	352973	05/14/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	248.25	
GRAYBAR ELECTRIC CO, INC	352973	05/14/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	314.54	562.79
JUSTIN GREER	352974	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,044.96	1,044.96
SIERRA HOLMES	352975	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,424.92	1,424.92
CATHY HUCKLEBERRY	352976	05/14/20	REFUNDS AWARDS & INDEMITY	1096-4358400	450.00	450.00
LA JACKSON	352977	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	190.00
DANNIELLE JOHNSON	352978	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	107.00	107.00
SUZY JOYCE	352979	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	1,710.00
KIMBERLY KELLAMS	352980	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42

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KONICA MINOLTA BUSINESS S	352981	05/14/20	COPIER	1091-4353004	644.07	644.07
MAGERS BOOKKEEPING SERVIC	352982	05/14/20	OTHER PROFESSIONAL FEES	1125-4341999	22.50	22.50
MARIANNE MAKAR	352983	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,709.88	1,852.38
MARIANNE MAKAR	352983	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
CHASTITY MCCORD	352984	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	200.00	200.00
ERIC MEHL	352985	05/14/20	CELLULAR PHONE FEES	1091-4344100	50.00	50.00
MICHELLE MELLON	352986	05/14/20	REFUNDS AWARDS & INDEMITY	1096-4358400	255.00	255.00
NEW HOPE CHURCH	352987	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	107.00	107.00
ON RAMP INDIANA INC	352988	05/14/20	IT SERVICES	1125-4359016	440.00	1,144.00
ON RAMP INDIANA INC	352988	05/14/20	IT SERVICES	1081-4359016	528.00	
ON RAMP INDIANA INC	352988	05/14/20	IT SERVICES	1091-4359016	176.00	
NICOLE OYLER	352989	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,422.34	2,422.34
YING PENG	352990	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	569.96
MICHELLE PESCE	352991	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	1,520.00
BELSON OUTDOORS, LLC	352992	05/14/20	DOG POT STATIONS	1125-4238900 54370	3,210.54	3,210.54
HANNAH POLAND	352993	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	160.50	160.50
KAMILAH REED	352994	05/14/20	REFUNDS AWARDS & INDEMITY	1096-4358400	680.00	680.00
SAVATREE LLC	352995	05/14/20	GROUNDS MAINTENANCE	1125-4350400	20,586.15	20,586.15
SCENIC CONSTRUCTION SERVI	352996	05/14/20	GROUNDS MAINTENANCE	1125-4350400	648.28	16,548.28
SCENIC CONSTRUCTION SERVI	352996	05/14/20	HAGAN BURKE GRAVEL	1125-4350400 54349	15,900.00	
MATT SHERRILL	352997	05/14/20	REFUNDS AWARDS & INDEMITY	1095-4358400	107.00	107.00
SWAPNIL SINGH	352998	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
WENDY TAYLOR	352999	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
SVELLANA VARKONYI	353000	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	760.00
VERIZON	353001	05/14/20	CELLULAR PHONE FEES	1081-4344100	520.91	640.95
VERIZON	353001	05/14/20	CELLULAR PHONE FEES	1091-4344100	120.04	
VERIZON	353002	05/14/20	CELLULAR PHONE FEES	1125-4344100	650.50	754.21
VERIZON	353002	05/14/20	EXTRA PHONES COVID	1125-4359016	103.71	
VERIZON	353003	05/14/20	CELLULAR PHONE FEES	1081-4344100	903.30	903.30
PARUL VORA	353004	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	3,040.00
PARUL VORA	353004	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	
KARLA WALSWORTH	353005	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	142.50
DIANNE WARBINTON	353006	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	

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KIMBERLY WILKINSON	353007	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	569.96
KIMBERLY WILKINSON	353007	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
KIMBERLY WILKINSON	353007	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
						1,140.00
FELICIA WILLIAMS	353008	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
FELICIA WILLIAMS	353008	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
FELICIA WILLIAMS	353008	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
						570.00
ERIN WRIGHT	353009	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	807.50	
ERIN WRIGHT	353009	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
ERIN WRIGHT	353009	05/14/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
						1,520.00
RAY MARKETING BY PROFORMA	353010	05/14/20	STAFF CLOTHING	1091-4356004	53.75	
						53.75
DIRECT TV	353011	05/19/20	ACCOUNT 038575356	1091-4349500	242.99	
						242.99
DUKE ENERGY	353012	05/19/20	ELECTRICITY	1125-4348000	12.36	
DUKE ENERGY	353012	05/19/20	ELECTRICITY	1125-4348000	364.91	
						377.27
VECTREN ENERGY	353013	05/19/20	0262127522357844597	1091-4349000	1,343.67	
VECTREN ENERGY	353013	05/19/20	0262017220057844902	1091-4349000	93.78	
						1,437.45
ACE-PAK PRODUCTS INC	353014	05/19/20	CLEANING SUPPLIES	1125-4359016	111.65	
						111.65
ADVANCED TURF SOLUTIONS I	353015	05/19/20	WEED CONTROL HERBICIDES	1125-4239000 54400	1,546.81	
						1,546.81
AQUATIC CONTROL INC	353016	05/19/20	2020 POND MAINTENANCE	1125-4350400 54263	239.67	
AQUATIC CONTROL INC	353016	05/19/20	2020 POND MAINTENANCE	1125-4350400 54263	241.67	
AQUATIC CONTROL INC	353016	05/19/20	2020 POND MAINTENANCE	1125-4350400 54263	420.33	
						901.67
KURTIS BAUMGARTNER	353017	05/19/20	CELLULAR PHONE FEES	1125-4344100	100.00	
						100.00
BOLDEN'S CLEANING & RESTO	353018	05/19/20	MCC FOGGER CLEANING	1091-4359016	3,280.05	
BOLDEN'S CLEANING & RESTO	353018	05/19/20	PNR FOGGER CLEAN-COVID	1125-4359016 54396	298.95	
						3,579.00
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4232100	11.34	
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4359016	219.30	
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4235000	39.97	
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4238000	32.95	
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4238900	91.83	
CAPITAL ONE COMMERCIAL	353019	05/19/20	6004300400131923	1125-4230200	4.58	
						399.97
CARMEL UTILITIES	353020	05/19/20	WATER & SEWER	1125-4348500	159.89	
CARMEL UTILITIES	353020	05/19/20	WATER & SEWER	110-4348500	13.85	
CARMEL UTILITIES	353020	05/19/20	WATER & SEWER	1125-4348500	169.22	
CARMEL UTILITIES	353020	05/19/20	WATER & SEWER	1091-4348500	2,620.73	
						2,963.69
CLEANTELLIGENT SOFTWARE	353021	05/19/20	INFO SYS MAINT/CONTRACTS	1125-4341955	441.00	
CLEANTELLIGENT SOFTWARE	353021	05/19/20	INFO SYS MAINT/CONTRACTS	1091-4341955	441.00	
						882.00
COMMUNITY OCCUPATIONAL HE	353022	05/19/20	MEDICAL FEES	1081-4340700	100.00	
						100.00
DIRECT FITNESS SOLUTIONS	353023	05/19/20	EQUIPMENT REPAIRS & MAINT	1096-4350000	696.66	
						696.66
ELLIS MECHANICAL & ELECTR	353024	05/19/20	OTHER MAINT SUPPLIES	1093-4238900	206.40	
						206.40
ENVIRONMENTAL LABORATORIE	353025	05/19/20	OTHER CONT SERVICES	1094-4350900	50.00	

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EXTRACTOR CORP	353026	05/19/20	BUILDING MATERIAL	1093-4235000	1,250.00	50.00
EXTRACTOR CORP	353026	05/19/20	BUILDING MATERIAL	1093-4235000	1,250.00	
EXTRACTOR CORP	353026	05/19/20	BUILDING MATERIAL	1093-4235000	1,250.00	
EXTRACTOR CORP	353026	05/19/20	BUILDING MATERIAL	1093-4235000	1,250.00	
FERGUSON FACILITIES SUPPL	353027	05/19/20	GLOVES	1081-4359016	197.00	5,000.00
GRAINGER	353028	05/19/20	SAFETY BARRICADE & SUPP	1125-4239012 54405	471.48	197.00
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	361.00	471.48
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	1,615.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	126.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	265.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	242.50	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	180.25	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	173.50	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	311.50	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	247.75	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	176.50	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	66.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	100.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	180.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	235.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	109.50	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	60.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	60.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	244.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	75.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	1,920.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	2020 LANDSCAPING	1125-4350400 54192	75.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	WOODLAND GARDENS BED	1125-4350400 54320	390.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	GROUNDS MAINTENANCE	110-4350400	150.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	GROUNDS MAINTENANCE	1125-4350400	200.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	GROUNDS MAINTENANCE	1094-4350400	450.00	
GREEN TOUCH SERVICES, INC	353030	05/19/20	GROUNDS MAINTENANCE	1094-4350400	467.50	8,481.00
GRUNAU COMPANY INC OF IND	353031	05/19/20	BUILDING REPAIRS & MAINT	1093-4350100	296.00	
GRUNAU COMPANY INC OF IND	353031	05/19/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	58.50	
GRUNAU COMPANY INC OF IND	353031	05/19/20	BUILDING REPAIRS & MAINT	110-4350100	68.00	
GRUNAU COMPANY INC OF IND	353031	05/19/20	BUILDING REPAIRS & MAINT	110-4350100	44.00	466.50
HILLYARD / INDIANA	353032	05/19/20	SANITIZER	1081-4359016	285.76	285.76
INDIANAPOLIS RADIO	353033	05/19/20	MARKETING & PROMOTIONS	1091-4341991	2,000.00	2,000.00
IRON MOUNTAIN INC	353034	05/19/20	OTHER PROFESSIONAL FEES	1081-4341999	49.50	
IRON MOUNTAIN INC	353034	05/19/20	OTHER PROFESSIONAL FEES	1091-4341999	49.50	99.00
KROGER, GARDIS & REGAS	353035	05/19/20	LEGAL FEES	1125-4359016	3,400.00	
KROGER, GARDIS & REGAS	353035	05/19/20	LEGAL FEES	1081-4359016	3,400.00	
KROGER, GARDIS & REGAS	353035	05/19/20	LEGAL FEES	1091-4359016	3,400.00	10,200.00
MAGERS BOOKKEEPING SERVIC	353036	05/19/20	ACCOUNTING SERVICES	1081-4359016	125.00	125.00
MATTINGLY CONCRETE	353037	05/19/20	REPAIRS & BIKE RACK SLAB	1125-4350400 54351	3,906.00	3,906.00
MOBILE MINI INC	353038	05/19/20	OTHER RENTAL & LEASES	1094-4353099	153.22	

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MOBILE MINI INC	353038	05/19/20	OTHER RENTAL & LEASES	1094-4353099	153.22	306.44
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	720.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,353.75	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,306.44	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	2,240.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	664.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,860.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	552.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,479.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	688.56	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	2,068.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,050.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	484.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,504.80	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	1,209.92	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	540.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	3,633.75	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	MOWING & EDGING SERVICES	1125-4350400 54237	2,889.60	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	STECKLEY PROP MOWING 2020	1125-4239000 54391	552.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	393.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	718.80	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	368.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	451.92	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	1,384.75	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	310.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	268.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	138.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	435.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	210.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	TURF CHEMICAL TREATMENTS	1125-4350400 54236	210.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	PERELMAN FRONTAGE	1125-4350400 54062	1,914.00	
MR. B'S LAWN MAINTENANCE	353040	05/19/20	2020 SPRING CLEAN UP	1125-4350400 54326	1,051.00	32,648.29
NORTHERN SAFETY CO, INC	353041	05/19/20	DISINFECTANT	1125-4359016	45.27	
NORTHERN SAFETY CO, INC	353041	05/19/20	THERMOMETER	1125-4359016	171.62	
NORTHERN SAFETY CO, INC	353041	05/19/20	DISINFECTANT	1125-4359016	32.54	249.43
ON RAMP INDIANA INC	353042	05/19/20	INFO SYS MAINT/CONTRACTS	1125-4341955	613.80	
ON RAMP INDIANA INC	353042	05/19/20	INFO SYS MAINT/CONTRACTS	1081-4341955	613.80	
ON RAMP INDIANA INC	353042	05/19/20	INFO SYS MAINT/CONTRACTS	1091-4341955	613.80	1,841.40
P F M CAR & TRUCK CARE CE	353043	05/19/20	AUTO REPAIR & MAINTENANCE	1125-4351000	57.76	
P F M CAR & TRUCK CARE CE	353043	05/19/20	AUTO REPAIR & MAINTENANCE	1125-4351000	70.76	128.52
PARK 'N POOL CORPORATION	353044	05/19/20	EQUIPMENT REPAIRS & MAINT	1094-4350000	7,568.20	7,568.20
PICKETT & ASSOCIATES, LLC	353045	05/19/20	MARKETING & PROMOTIONS	1081-4341991	41.40	
PICKETT & ASSOCIATES, LLC	353045	05/19/20	MARKETING & PROMOTIONS	1091-4341991	165.60	207.00
PRESIDIO INFRASTRUCTURE S	353046	05/19/20	BUILDING REPAIRS & MAINT	110-4350100	270.00	270.00
ROGERS & CO OF INDIANA, I	353047	05/19/20	LANDSCAPING SUPPLIES	2201-4239034	1,651.58	1,651.58
RUNYON EQUIPMENT RENTAL	353048	05/19/20	EQUIPMENT RENTAL	1125-4353099 54403	434.50	434.50
PAULA SCHLEMMER	353049	05/19/20	TRAVEL FEES & EXPENSES	1125-4343000	21.85	21.85

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SMITHGROUP INC	353050	05/19/20	DESIGN SERVICE-CLAY TWNSP	106-4460708 54125	36,750.00	36,750.00
SOROS CLINICAL SOLUTIONS	353051	05/19/20	STAFF COVID TESTING	1125-4359016	525.00	
SOROS CLINICAL SOLUTIONS	353051	05/19/20	STAFF COVID TESTING	1081-4359016	1,225.00	1,750.00
SPORT GRAPHICS INC	353052	05/19/20	SPECIAL PROJECTS	1091-4359000	4,148.00	4,148.00
STAPLES BUSINESS ADVANTAG	353053	05/19/20	OFFICE SUPPLIES	1081-4230200	309.72	
STAPLES BUSINESS ADVANTAG	353053	05/19/20	OFFICE SUPPLIES	1081-4230200	137.92	447.64
WFYI TV/FYI PRODUCTIONS	353054	05/19/20	MARKETING & PROMOTIONS	1091-4341991	1,775.00	1,775.00
WHITE'S ACE HARDWARE	353055	05/19/20	OTHER MAINT SUPPLIES	1125-4238900	504.00	
WHITE'S ACE HARDWARE	353055	05/19/20	SPRAYER VALVE	1125-4359016	15.98	
WHITE'S ACE HARDWARE	353055	05/19/20	OTHER MAINT SUPPLIES	1093-4238900	92.87	
WHITE'S ACE HARDWARE	353055	05/19/20	EQUIPMENT REPAIRS & MAINT	1093-4350000	11.75	624.60
WILLOW MARKETING MGMT, IN	353056	05/19/20	CONSULTING FEES	1125-4340400	1,366.67	
WILLOW MARKETING MGMT, IN	353056	05/19/20	OTHER PROFESSIONAL FEES	1081-4341999	1,366.67	
WILLOW MARKETING MGMT, IN	353056	05/19/20	CONSULTING FEES	1091-4340400	1,366.66	
WILLOW MARKETING MGMT, IN	353056	05/19/20	INFO SYS MAINT/CONTRACTS	1081-4341955	50.00	
WILLOW MARKETING MGMT, IN	353056	05/19/20	INFO SYS MAINT/CONTRACTS	1091-4341955	50.00	4,200.00
WNA SERVICES CO	353057	05/19/20	MARKETING & PROMOTIONS	1091-4341991	597.80	597.80
BEST ONE OF INDY	353058	05/19/20	AUTO REPAIR & MAINTENANCE	1125-4351000	88.50	88.50
SOROS CLINICAL SOLUTIONS	353059	05/20/20	COVID-19- ARIA -448	301-4359016	60,480.00	60,480.00
ADP INC	353060	05/21/20	OTHER ACCOUNTING FEES	1701-R4340303 103606	5,403.00	5,403.00
ADP INC	353061	05/21/20	OTHER ACCOUNTING FEES	1701-R4340303 103606	55.20	55.20
AMAZON CAPITAL SERVICES	353062	05/21/20	1MDXYR711RGG	1120-4239099	169.95	
AMAZON CAPITAL SERVICES	353062	05/21/20	1KJRJ1YC9MMK	1120-4238000	249.98	
AMAZON CAPITAL SERVICES	353062	05/21/20	11X1FCFCC4D6	1120-4239099	74.16	
AMAZON CAPITAL SERVICES	353062	05/21/20	1WK7169Y6W46	1120-4237000	247.96	
AMAZON CAPITAL SERVICES	353062	05/21/20	1NWNLLTLLDMN	1120-4239099	513.50	
AMAZON CAPITAL SERVICES	353062	05/21/20	1WK7169YDF1K	1120-4230200	249.95	
AMAZON CAPITAL SERVICES	353062	05/21/20	1HPNW7P1DPNQ	1120-4239099	48.99	
AMAZON CAPITAL SERVICES	353062	05/21/20	11T47VRVHW9N	1120-4239099	17.85	
AMAZON CAPITAL SERVICES	353062	05/21/20	1YWY9TXHHRRP	1120-4237000	19.90	1,592.24
AMAZON CAPITAL SERVICES	353063	05/21/20	1DQKXPNL1QJR	1205-4238900	66.09	66.09
AMAZON CAPITAL SERVICES	353064	05/21/20	THERMOMETERS	1207-4359016	189.50	189.50
AMAZON CAPITAL SERVICES	353065	05/21/20	1M6R7DDC14CG	1701-4230200	44.30	44.30
AMAZON CAPITAL SERVICES	353066	05/21/20	16JG4JGCH16W	2201-4238900	719.96	
AMAZON CAPITAL SERVICES	353066	05/21/20	1977741HC4TC	2201-4238900	1,407.50	
AMAZON CAPITAL SERVICES	353066	05/21/20	1QR9M3JV93C	2201-4238900	196.88	
AMAZON CAPITAL SERVICES	353066	05/21/20	1XPJH6JGLGQ3	2201-4238900	196.88	
AMAZON CAPITAL SERVICES	353066	05/21/20	1NG1FQHP6XL4	2201-4238900	349.00	
AMAZON CAPITAL SERVICES	353066	05/21/20	19JYKW7F93QH	2201-4238900	990.00	
AMAZON CAPITAL SERVICES	353066	05/21/20	1XPJH6JGNXG3	2201-4238900	344.46	
AMAZON CAPITAL SERVICES	353066	05/21/20	1MGV6T7R1CFT	2201-4238900	699.90	4,904.58

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AMAZON CAPITAL SERVICES	353067	05/21/20	1L4LLVYX4P9P	506-4230200	80.18	
AMAZON CAPITAL SERVICES	353067	05/21/20	1HHMMRG7DLDM	506-4230200	289.99	
AMAZON CAPITAL SERVICES	353067	05/21/20	19XXM3GW1HC9	506-4230200	120.95	
AMAZON CAPITAL SERVICES	353067	05/21/20	1NWNLLTL3YFH	506-4230200	109.94	601.06
AMAZON CAPITAL SERVICES	353068	05/21/20	1WC6WK1PF9R6	601-5023990	65.00	
AMAZON CAPITAL SERVICES	353068	05/21/20	1WC6WK1PF9R6	651-5023990	64.99	
AMAZON CAPITAL SERVICES	353069	05/21/20	1MW1XGGY4QHY	651-5023990	24.78	129.99
AMERICAN PUMP REPAIR & SE	353070	05/21/20	OTHER EXPENSES	651-5023990	894.02	24.78
AMERICAN STRUCTURE POINT,	353071	05/21/20	OTHER EXPENSES	659-5023990	5,966.71	894.02
AMERICAN STRUCTURE POINT,	353071	05/21/20	OTHER EXPENSES	659-5023990	14,549.20	
ARC ACQUISITION US INC	353072	05/21/20	CAMERA DRONE KITS	1115-4237000 103922	322.90	20,515.91
ASCENSION ST VINCENT PUBL	353073	05/21/20	FIREFIGHTER PHYSICALS	1120-R4340701 102953	368.66	322.90
AUTOMATIC IRRIGATION SUPP	353074	05/21/20	WATER MAINTENANCE SUPPL	1207-4238100	1,213.35	368.66
AUTOZONE INC	353075	05/21/20	OTHER EXPENSES	601-5023990	19.99	1,213.35
AXON ENTERPRISE INC	353076	05/21/20	UNIFORM ACCESSORIES	1110-4356002	81.75	19.99
BANKS & BROWER, LLC	353077	05/21/20	PAUPER ATTORNEY FEES	506-4341952	1,666.66	81.75
BANKS & BROWER, LLC	353077	05/21/20	PAUPER ATTORNEY FEES	506-4341952	1,666.66	3,333.32
BARNES & THORNBURG	353078	05/21/20	LEGAL FEES	1180-4340000	5,480.59	5,480.59
BASTIN LOGAN WATER SERVIC	353079	05/21/20	OTHER EXPENSES	601-5023990	2,954.00	2,954.00
BATTERIES PLUS BULBS	353080	05/21/20	REPAIR PARTS	1120-4237000	139.90	139.90
BEC ENTERPRISES LLC	353081	05/21/20	REPAIR PARTS	2201-4237000	1,022.62	1,022.62
SUSAN BELL	353082	05/21/20	CLEANING SERVICES	911-4350600	100.00	100.00
BOLDEN'S CLEANING & RESTO	353083	05/21/20	OTHER EXPENSES	651-5023990	1,096.05	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	OTHER CONT SERVICES	2201-4350900	1,276.50	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	OTHER MAINT SUPPLIES	2201-4238900	3,780.00	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	OTHER EXPENSES	601-5023990	1,689.00	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	CTC	1120-4359016	590.40	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 46	1120-4359016	1,012.50	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 45	1120-4359016	1,332.00	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 44	1120-4359016	1,353.30	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 43	1120-4359016	423.00	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 42	1120-4359016	1,012.05	
BOLDEN'S CLEANING & RESTO	353083	05/21/20	STATION 41	1120-4359016	2,094.30	15,659.10
BRATEMAN'S INC.	353084	05/21/20	UNIFORM ACCESSORIES	1110-4356002	235.20	
BRATEMAN'S INC.	353084	05/21/20	POSTAGE	1110-4342100	15.95	
BRATEMAN'S INC.	353084	05/21/20	NEW OFFICER UNIFORM	1110-R4356001 103523	152.97	
BRATEMAN'S INC.	353084	05/21/20	NEW OFFICER UNIFORM	1110-R4356001 103523	306.00	
BRATEMAN'S INC.	353084	05/21/20	NEW OFFICER UNIFORM	1110-R4356001 103523	356.92	1,067.04
BREHOB NURSERY, INC	353085	05/21/20	LANDSCAPING SUPPLIES	2201-4239034	1,434.50	1,434.50

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BRENNTAG MID SOUTH INC	353086	05/21/20	OTHER EXPENSES	601-5023990	1,106.20	
BRENNTAG MID SOUTH INC	353086	05/21/20	OTHER EXPENSES	601-5023990	1,106.20	
CUSTOM SIGNS & GRAPHICS	353087	05/21/20	STREET SIGNS	2201-4239031	362.00	2,212.40
BROAD RIPPLE LOCK SERVICE	353088	05/21/20	BUILDING REPAIRS & MAINT	1110-4350100	670.00	362.00
CARAHSOFT TECHNOLOGY CORP	353089	05/21/20	OTHER FEES & LICENSES	1180-4358300	1,444.66	670.00
CARAHSOFT TECHNOLOGY CORP	353089	05/21/20	SOFTWARE SUPPORT FEES	1702-4341903	2,166.99	
CARAHSOFT TECHNOLOGY CORP	353089	05/21/20	OTHER CONT SERVICES	1801-4350900	722.33	4,333.98
CARMEL ARTS BUILDING ASSO	353090	05/21/20	OTHER EXPENSES	651-5023990	449.42	
CARMEL ARTS BUILDING ASSO	353090	05/21/20	OTHER EXPENSES	601-5023990	449.42	898.84
CCP INDUSTRIES INC	353091	05/21/20	OTHER EXPENSES	651-5023990	200.48	
CCP INDUSTRIES INC	353091	05/21/20	OTHER EXPENSES	651-5023990	190.48	390.96
CHAPMAN ELEC SUPPLY INC	353092	05/21/20	BUILDING REPAIRS & MAINT	2201-4350100	27.63	
CHAPMAN ELEC SUPPLY INC	353092	05/21/20	OTHER EXPENSES	601-5023990	46.58	74.21
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	2201-4356501	197.12	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	2201-4356501	197.12	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	2201-4356501	533.13	
CINTAS CORPORATION #18	353093	05/21/20	UNIFORMS	1207-4356001	27.13	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	88.35	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	42.38	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	42.38	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	88.35	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	42.38	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	88.35	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	42.38	
CINTAS CORPORATION #18	353093	05/21/20	LAUNDRY SERVICE	1110-4356501	88.35	1,477.42
CINTAS FIRST AID & SAFETY	353094	05/21/20	SAFETY SUPPLIES	1207-4239012	236.18	236.18
CINTAS	353095	05/21/20	OTHER EXPENSES	651-5023990	336.44	336.44
CLARK TIRE INC	353096	05/21/20	AUTO REPAIR & MAINTENANCE	1120-4351000	42.50	42.50
COBALT CIVIL LLC	353097	05/21/20	OTHER EXPENSES	651-5023990	15,643.00	15,643.00
COMPASS MINERALS AMERICA	353098	05/21/20	OTHER EXPENSES	601-5023990	2,772.54	
COMPASS MINERALS AMERICA	353098	05/21/20	OTHER EXPENSES	601-5023990	2,790.06	
COMPASS MINERALS AMERICA	353098	05/21/20	OTHER EXPENSES	601-5023990	2,703.56	8,266.16
CORE & MAIN	353099	05/21/20	OTHER EXPENSES	601-5023990	1,279.65	1,279.65
CROSSROAD ENGINEERS, PC	353100	05/21/20	OTHER EXPENSES	601-5023990	4,113.31	
CROSSROAD ENGINEERS, PC	353100	05/21/20	OTHER EXPENSES	651-5023990	282.78	4,396.09
CROWN TROPHY	353101	05/21/20	PROMOTIONAL PRINTING	1110-4345002	40.00	40.00
DECORATION OF INDEPENDENC	353102	05/21/20	AUTO REPAIR & MAINTENANCE	1110-4351000	103.50	103.50
DON HINDS FORD	353103	05/21/20	OTHER EXPENSES	651-5023990	44.02	44.02
DUNHAM RUBBER AND BELTING	353104	05/21/20	OTHER EXPENSES	601-5023990	542.00	542.00

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ECO-COUNTER CANADA/NORTH	353105	05/21/20	BIKE EQUIPMENT	1192-4467099 103956	145.00	
ECO-COUNTER CANADA/NORTH	353105	05/21/20	BIKE EQUIPMENT	1192-4467099 103957	3,080.00	
INDIANA BRICK CO	353106	05/21/20	BUILDING MATERIAL	2201-4235000	6.30	3,225.00
ENGLE'S QUALITY TREE MOVI	353107	05/21/20	SNOW REMOVAL- IN ROW	2201-4350900 103634	1,400.00	6.30
EVERETT J PRESCOTT INC	353108	05/21/20	OTHER EXPENSES	601-5023990	713.66	1,400.00
EVERETT J PRESCOTT INC	353108	05/21/20	OTHER EXPENSES	601-5023990	1,773.00	
EVERETT J PRESCOTT INC	353108	05/21/20	OTHER EXPENSES	601-5023990	92.00	
EXTRA SPACE MGMT INC	353109	05/21/20	OTHER RENTAL & LEASES	1110-4353099	438.00	2,578.66
FASTENAL COMPANY	353110	05/21/20	OTHER EXPENSES	651-5023990	197.82	438.00
FASTENAL COMPANY	353110	05/21/20	OTHER EXPENSES	651-5023990	258.43	
FIRE DEPARTMENT TRAINING	353111	05/21/20	EXTERNAL INSTRUCT FEES	1120-4357004	1,800.00	456.25
EDUCATION SPECIALTY PUBLI	353112	05/21/20	FIRE PREVENTION SUPPLIES	1120-4239020	351.00	1,800.00
FIRESTONE TIRE & SERVICE	353113	05/21/20	TIRES (28)	1110-4232000 103962	3,369.60	351.00
FLEETPRIDE	353114	05/21/20	REPAIR PARTS	2201-4237000	610.56	3,369.60
FLUID WASTE SERVICES INC	353115	05/21/20	OTHER EXPENSES	651-5023990	1,126.25	610.56
GRM MGMT SERVICES OF IN	353116	05/21/20	OTHER PROFESSIONAL FEES	502-4341999	121.62	1,126.25
GENUINE PARTS COMPANY-IND	353117	05/21/20	OTHER EXPENSES	601-5023990	409.35	121.62
GEVEKO MARKINGS INC	353118	05/21/20	PAINT SYMBOLS	2201-4236400 103970	5,635.44	409.35
GOLF COURSE SUPER. ASSOC	353119	05/21/20	ORGANIZATION & MEMBER DUE	1207-4355300	455.00	5,635.44
GRACE REFRIGERATION	353120	05/21/20	EQUIPMENT REPAIRS & MAINT	1120-4350000	414.65	455.00
GRAINGER	353121	05/21/20	LANDSCAPING SUPPLIES	2201-4239034	101.64	414.65
GRAINGER	353121	05/21/20	LANDSCAPING SUPPLIES	2201-4239034	526.00	
GRAINGER	353121	05/21/20	LANDSCAPING SUPPLIES	2201-4239034	394.50	
GRAINGER	353122	05/21/20	FACE RESPIRATOR	1110-4359016	246.58	1,022.14
GRANICUS	353123	05/21/20	SHORT TERM RENTAL LISTING	1192-R4355200 103415	3,300.00	246.58
GRANICUS	353123	05/21/20	OTHER PROFESSIONAL FEES	1192-4341999	828.00	
HACH COMPANY	353124	05/21/20	OTHER EXPENSES	601-5023990	607.30	4,128.00
HALL SIGNS, INC.	353125	05/21/20	TRAFFIC SIGNS	2201-4239030	874.18	607.30
HARDING GROUP, INC	353126	05/21/20	BITUMINOUS MATERIALS	2201-4236300	122.00	874.18
HENRY SCHEIN INC	353127	05/21/20	SPECIAL DEPT SUPPLIES	102-4239011	291.50	122.00
HP INC.	353128	05/21/20	EOC PC & CABLES	1115-4463201 103945	28.80	291.50
HUMANE SOCIETY FOR HAMILT	353129	05/21/20	HUMANE SOCIETY SERVICES	1110-4357500	6,141.00	28.80
HYLANT GROUP	353130	05/21/20	OTHER FEES & LICENSES	1180-4358300	75.00	6,141.00

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I B S OF INDIANAPOLIS	353131	05/21/20	REPAIR PARTS	1120-4237000	253.98	75.00
IGA/PGA, INC	353132	05/21/20	ORGANIZATION & MEMBER DUE	1207-4355300	5,625.00	253.98
INDIANA GOLF CAR	353133	05/21/20	EQUIPMENT REPAIRS & MAINT	1207-4350000	252.47	5,625.00
INDIANA OXYGEN CO	353134	05/21/20	BOTTLED GAS	2201-4231100	162.63	252.47
INDIANAPOLIS BUSINESS JOU	353135	05/21/20	SUBSCRIPTIONS	1192-4355200	110.50	162.63
INSIGHT PUBLIC SECTOR, IN	353136	05/21/20	PDF LICENSES	1701-4463202	103965	110.50
INSIGHT PUBLIC SECTOR, IN	353136	05/21/20	SOFTWARE PURCHASE	1115-R4463202	103461	565.60
INSIGHT PUBLIC SECTOR, IN	353136	05/21/20	SOFTWARE	1115-4463202		1,640.00
INTERNATIONAL CODE COUNCI	353137	05/21/20	BLDG INSPECTOR CLASS, ETC	1192-R4343002	102392	1,320.00
J & F DISTRIBUTING COMPAN	353138	05/21/20	REPAIR PARTS	1120-4237000		3,525.60
J & M GOLF	353139	05/21/20	GOLF SOFTGOODS	1207-4356006		124.00
J2 CLOUD SERVICES, INC.	353140	05/21/20	OTHER EXPENSES	252-5023990		96.96
JACOB-DIETZ, INC	353141	05/21/20	OTHER CONT SERVICES	1120-4350900		96.96
JAF PROPERTY SERVICES INC	353142	05/21/20	BUILDING REPAIRS & MAINT	2201-4350100		435.98
JAF PROPERTY SERVICES INC	353142	05/21/20	BUILDING REPAIRS & MAINT	1205-4350100		110.97
PEOPLE SPEAK LLC	353143	05/21/20	SOFTWARE MAINT CONTRACTS	1702-4351502		287.40
REMEDY ROAD LLC	353144	05/21/20	MENTAL HEALTH COUNSELING	1120-4340703		287.40
JIM RUSSELL PLUMBING & HE	353145	05/21/20	BUILDING REPAIRS & MAINT	1110-4350100		1,000.00
KENNEY OUTDOOR SOLUTIONS	353146	05/21/20	EQUIPMENT REPAIRS & MAINT	1207-4350000		540.00
KENNEY OUTDOOR SOLUTIONS	353146	05/21/20	EQUIPMENT REPAIRS & MAINT	1207-4350000		1,540.00
KENNEY OUTDOOR SOLUTIONS	353146	05/21/20	EQUIPMENT REPAIRS & MAINT	1207-4350000		400.00
KENNEY OUTDOOR SOLUTIONS	353146	05/21/20	EQUIPMENT REPAIRS & MAINT	1207-4350000		400.00
KIRBY RISK CORPORATION	353147	05/21/20	REPAIR PARTS	2201-4237000		800.00
KIRBY RISK CORPORATION	353147	05/21/20	OTHER EXPENSES	651-5023990		42.07
KNAUSS PROPERTY SERVICES	353148	05/21/20	GARAGE CLEANING	1206-4350900	103882	77.94
KRIEG DEVAULT	353149	05/21/20	OTHER EXPENSES	609-5023990		180.47
LAW ENF TRAINING BOARD	353150	05/21/20	EXTERNAL TRAINING TRAVEL	1110-4343002		153.19
LEACH & RUSSELL	353151	05/21/20	BUILDING REPAIRS & MAINT	1205-4350100		453.67
LEACH & RUSSELL	353151	05/21/20	OTHER CONT SERVICES	1208-4350900		1,321.90
LEACH & RUSSELL	353151	05/21/20	OTHER CONT SERVICES	1208-4350900		338.30
LEE SUPPLY CORP - CARMEL	353152	05/21/20	REPAIR PARTS	2201-4237000		23,768.00
LEHMAN'S INC. MECHANICAL	353153	05/21/20	AUTO REPAIR & MAINTENANCE	1120-4351000		434.50
LEXISNEXIS	353154	05/21/20	LIBRARY REF MATERIALS	506-4469000		434.50
						50.00
						980.00
						10,935.00
						4,150.00
						16,065.00
						44.95
						44.95
						2,885.00
						2,885.00
						75.00
						75.00

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LION FIRST RESPONDER PPE	353155	05/21/20	OTHER CONT SERVICES	1120-4350900	255.23	255.23
LIVING WATERS CO.	353156	05/21/20	OTHER EXPENSES	601-5023990	347.17	347.17
LOWE'S COMPANIES INC	353157	05/21/20	BUILDING REPAIRS & MAINT	1205-4350100	458.56	458.56
MACQUEEN EMERGENCY GROUP	353158	05/21/20	REPAIR PARTS	1120-4237000	516.97	
MACQUEEN EMERGENCY GROUP	353158	05/21/20	REPAIR PARTS	1120-4237000	536.22	
MARTIN MARIETTA AGGREGATE	353159	05/21/20	GRAVEL	2201-4236000	26.15	1,053.19
MARTIN MARIETTA AGGREGATE	353159	05/21/20	OTHER EXPENSES	651-5023990	1,054.03	
MENARDS - FISHERS	353160	05/21/20	410	651-5023990	778.82	1,080.18
MENARDS, INC	353161	05/21/20	95400	2201-4239034	9.99	
MENARDS, INC	353161	05/21/20	95404	2201-4238900	41.84	51.83
MENARDS, INC	353162	05/21/20	94772	601-5023990	146.74	
MENARDS, INC	353162	05/21/20	95061	601-5023990	66.14	212.88
MENARDS, INC	353163	05/21/20	95525	2201-4238900	10.99	10.99
MENARDS, INC	353164	05/21/20	95215	1120-4237000	55.60	
MENARDS, INC	353164	05/21/20	95130	1120-4239099	59.77	115.37
MENARDS, INC	353165	05/21/20	95146	1207-4350400	6.88	
MENARDS, INC	353165	05/21/20	95174	1207-4350400	19.99	
MENARDS, INC	353165	05/21/20	95385	1207-4350400	129.99	156.86
MIDWEST LANDSCAPE INDUSTR	353166	05/21/20	OTHER CONT SERVICES	2201-4350900	82.00	
MIDWEST LANDSCAPE INDUSTR	353166	05/21/20	OTHER CONT SERVICES	2201-4350900	40.00	
MIDWEST LANDSCAPE INDUSTR	353166	05/21/20	OTHER CONT SERVICES	2201-4350900	.65.00	
MIDWEST LANDSCAPE INDUSTR	353166	05/21/20	OTHER CONT SERVICES	2201-4350900	336.00	523.00
MRO SUPPLY LLC	353167	05/21/20	OTHER EXPENSES	601-5023990	984.01	
MRO SUPPLY LLC	353167	05/21/20	OTHER EXPENSES	601-5023990	1,481.98	2,465.99
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	SAFETY ACCESSORIES	1120-4356003	1,260.16	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	SAFETY ACCESSORIES	1120-4356003	362.00	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	REPAIR PARTS	1120-4237000	379.42	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	REPAIR PARTS	1120-4237000	168.28	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	FIRE BOOTS	1120-4356003	1,536.60	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	FIRE BOOTS	1120-4356003	4,358.90	
MUNICIPAL EMERGENCY SERVI	353168	05/21/20	SAFETY ACCESSORIES	1120-4356003	428.00	8,493.36
NORTHERN SAFETY CO, INC	353169	05/21/20	OTHER EXPENSES	601-5023990	98.85	98.85
NORTHSIDE TRAILER INC.	353170	05/21/20	OTHER EXPENSES	651-5023990	506.00	506.00
NOVEL RESPONSE GROUP LLC	353171	05/21/20	COVID 19 MASKS/GOWNS/FACE	102-4359016	103902	11,410.00
OFFICE DEPOT INC	353172	05/21/20	OFFICE SUPPLIES	1120-4230200	494.85	
OFFICE DEPOT INC	353172	05/21/20	OFFICE SUPPLIES	1110-4230200	236.34	
OFFICE DEPOT INC	353172	05/21/20	OFFICE SUPPLIES	1110-4230200	22.29	
OFFICE DEPOT INC	353172	05/21/20	OTHER EXPENSES	651-5023990	35.98	
OFFICE DEPOT INC	353172	05/21/20	OTHER EXPENSES	651-5023990	65.78	
OFFICE DEPOT INC	353172	05/21/20	OTHER EXPENSES	651-5023990	20.79	
OFFICE DEPOT INC	353172	05/21/20	OTHER EXPENSES	601-5023990	20.79	

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OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	21.38	
OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	13.60	
OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	25.49	
OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	39.98	
OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	14.99	
OFFICE DEPOT INC	353172	05/21/20	2020 OFFICE SUPPLIES	1192-R4230200 103509	29.95	
ON RAMP INDIANA INC	353173	05/21/20	WEB PAGE FEES	1115-4355400	1,005.00	1,042.21
PEARSON FORD, INC	353174	05/21/20	AUTO REPAIR & MAINTENANCE	2201-4351000	149.50	1,005.00
PENN CARE INC.	353175	05/21/20	EMS EQUIP	102-4467006	325.00	149.50
PIEDMONT PLASTICS INC	353176	05/21/20	OTHER MAINT SUPPLIES	2201-4238900	671.76	325.00
PLYMATE	353177	05/21/20	OTHER EXPENSES	651-5023990	111.68	671.76
PLYMATE	353177	05/21/20	OTHER EXPENSES	651-5023990	442.10	
PLYMATE	353177	05/21/20	OTHER EXPENSES	601-5023990	319.82	
POMP'S TIRE	353178	05/21/20	OTHER EXPENSES	601-5023990	411.88	873.60
POMP'S TIRE - LEBANON	353179	05/21/20	TIRES & TUBES	2201-4232000	37.37	411.88
PURE WATER PARTNERS	353180	05/21/20	OTHER EXPENSES	651-5023990	570.00	37.37
R & T TIRE & AUTO - NOBLE	353181	05/21/20	TIRES & TUBES	2201-4232000	25.92	570.00
R & T TIRE-TIPTON	353182	05/21/20	AUTO REPAIR & MAINTENANCE	1120-4351000	3,708.46	25.92
REYNOLDS FARM EQUIPMENT	353183	05/21/20	REPAIR PARTS	2201-4237000	20.09	3,708.46
RUNYON EQUIPMENT RENTAL	353184	05/21/20	OTHER MAINT SUPPLIES	2201-4238900	200.49	20.09
RUNYON EQUIPMENT RENTAL	353184	05/21/20	OTHER RENTAL & LEASES	2201-4353099	187.00	
RUNYON EQUIPMENT RENTAL	353184	05/21/20	OTHER EXPENSES	601-5023990	24.18	
RUNYON EQUIPMENT RENTAL	353184	05/21/20	BOTTLED GAS	2201-4231100	38.75	
RUNYON EQUIPMENT RENTAL	353184	05/21/20	BOTTLED GAS	1120-4231100	24.18	
SAGAMORE READY MIX LLC	353185	05/21/20	CEMENT	2201-4236200	969.75	474.60
SAGAMORE READY MIX LLC	353185	05/21/20	CEMENT	2201-4236200	1,136.25	
SAGAMORE READY MIX LLC	353185	05/21/20	CEMENT	2201-4236200	781.50	
SCOTT POOLS, INC	353186	05/21/20	LANDSCAPING SUPPLIES	2201-4239034	404.90	2,887.50
SHRED-IT USA LLC	353187	05/21/20	2020 PAPER SHREDDING SERV	1192-R4350900 103430	216.59	404.90
SHREWSBERRY	353188	05/21/20	OTHER EXPENSES	660-5023990	3,070.00	
SHREWSBERRY	353188	05/21/20	OTHER EXPENSES	610-5023990	3,070.00	
SIGNAL CONSTRUCTION INC	353189	05/21/20	TRAFFIC SIGNAL MAINTENANC	2201-R4350060 102303	11,210.00	6,140.00
SIGNAL CONSTRUCTION INC	353189	05/21/20	TRAFFIC SIGNAL MAINTENANC	2201-R4350060 102303	923.30	
SIMON AND COMPANY INC	353190	05/21/20	OTHER EXPENSES	651-5023990	1,052.92	12,133.30
SIMON AND COMPANY INC	353190	05/21/20	OTHER EXPENSES	601-5023990	1,052.92	
ST VINCENT HOSPITAL	353191	05/21/20	SPECIAL DEPT SUPPLIES	102-4239011	1,503.70	2,105.84
STAPLES BUSINESS ADVANTAG	353192	05/21/20	OFFICE SUPPLIES	506-4230200	964.04	1,503.70
STAPLES BUSINESS ADVANTAG	353192	05/21/20	OFFICE SUPPLIES	1701-R4230200 103609	42.82	

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STRYKER MEDICAL	353193	05/21/20	DEFIBRILLATORS	102-4467006	103853	8,612.50	1,006.86
STRYKER MEDICAL	353193	05/21/20	EQUIPMENT MAINT CONTRACTS	1120-4351501		22,491.00	
SULLIVAN ENVIRONMENTAL TE	353194	05/21/20	OTHER EXPENSES	651-5023990		1,072.70	31,103.50
SUSAN SHERER VINCENT, INC	353195	05/21/20	MENTAL HEALTH COUNSELING	1110-R4340703	103567	5,475.00	1,072.70
SUSAN SHERER VINCENT, INC	353195	05/21/20	MENTAL HEALTH COUNSELING	1120-4340703		805.00	
SUTTON-GARTEN	353196	05/21/20	OTHER EXPENSES	651-5023990		153.00	6,280.00
TSI INC	353197	05/21/20	CALIBRATE MODEL 8038	1120-4350900	103954	1,036.68	153.00
TAYLOR OIL CO INC	353198	05/21/20	OTHER EXPENSES	651-5023990		1,001.92	1,036.68
THOMSON REUTERS-WEST	353199	05/21/20	LIBRARY REF MATERIALS	1180-R4469000	102330	698.72	1,001.92
THOMSON REUTERS-WEST	353199	05/21/20	LIBRARY REF MANUALS	209-R4469000	102322	529.10	
SHUCK'S WELDING & FABRICA	353200	05/21/20	OTHER CONT SERVICES	2201-4350900		2,362.00	1,227.82
TRUCK SERVICE INC	353201	05/21/20	AUTO REPAIR & MAINTENANCE	2201-4351000		2,667.17	2,362.00
TRUCK SERVICE INC	353201	05/21/20	AUTO REPAIR & MAINTENANCE	1120-4351000		401.50	
TYLER TECHNOLOGIES, INC.	353202	05/21/20	SOFTWARE MAINT CONTRACTS	1120-4351502		8,169.50	3,068.67
UPS	353203	05/21/20	POSTAGE	1110-4342100		11.30	8,169.50
UPS	353203	05/21/20	POSTAGE	1110-4342100		19.82	
UNITED LABORATORIES INC	353204	05/21/20	HAND SANITIZER	1205-4359016		556.28	31.12
UTILITY SUPPLY CO INC.	353205	05/21/20	LANDSCAPING SUPPLIES	2201-4239034		186.03	556.28
VAG USA, LLC.	353206	05/21/20	OTHER EXPENSES	601-5023990		823.31	186.03
WATERCHEM INC	353207	05/21/20	OTHER EXPENSES	651-5023990		10,580.00	823.31
WATERCHEM INC	353207	05/21/20	OTHER EXPENSES	651-5023990		10,580.00	
WEBB EFFECTS LLC	353208	05/21/20	AUTO REPAIR & MAINTENANCE	1120-4351000		3,100.00	21,160.00
WHITE'S ACE HARDWARE	353209	05/21/20	MISC SUPPLIES	1192-R4235000	103391	7.99	3,100.00
WHITE'S ACE HARDWARE	353210	05/21/20	ACCOUNT 355	1205-4350100		45.92	7.99
WHITE'S ACE HARDWARE	353211	05/21/20	REPAIR PARTS	1120-4237000		183.28	45.92
WHITE'S ACE HARDWARE	353212	05/21/20	SPRAYER PART	1110-4359016		3.38	183.28
WHITE'S ACE HARDWARE	353212	05/21/20	OTHER MISCELLANEOUS	1110-4239099		6.99	
WHITE'S ACE HARDWARE	353212	05/21/20	OTHER MISCELLANEOUS	1110-4239099		14.70	
WHITE'S ACE HARDWARE	353212	05/21/20	OTHER MISCELLANEOUS	1110-4239099		14.26	
WHITE'S ACE HARDWARE	353212	05/21/20	OTHER MISCELLANEOUS	1110-4239099		5.29	
WHITE'S ACE HARDWARE	353212	05/21/20	GARAGE & MOTOR SUPPLIES	1110-4232100		5.38	50.00
WHITE'S ACE HARDWARE	353213	05/21/20	OTHER EXPENSES	651-5023990		10.96	
WHITE'S ACE HARDWARE	353213	05/21/20	OTHER EXPENSES	601-5023990		10.96	21.92
WHITE'S ACE HARDWARE	353214	05/21/20	OTHER EXPENSES	601-5023990		158.72	158.72
WHITE'S ACE HARDWARE	353215	05/21/20	OTHER EXPENSES	601-5023990		155.16	

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WHITE'S ACE HARDWARE	353216	05/21/20	29065831	1115-4238900	19.17	155.16
WHITE'S ACE HARDWARE	353216	05/21/20	29070344	1115-4238900	10.58	
WORKSPACE SOLUTIONS	353217	05/21/20	OFFICE CHAIR	1702-4463000 103867	865.00	29.75
WORRELL CORPORATION	353218	05/21/20	OTHER EXPENSES	651-5023990	46.97	865.00
WORRELL CORPORATION	353218	05/21/20	OTHER EXPENSES	601-5023990	46.96	
JANI-KING OF INDIANAPOLIS	353219	05/21/20	OTHER EXPENSES	601-5023990	836.00	93.93
YASMIN L STUMP LAW GROUP	353220	05/21/20	LEGAL FEES	1180-4340000	2,887.50	836.00
ZCM FREIGHT SERVICES	353221	05/21/20	PH 1 & 2 CONTAINER CITY	1120-4350100 103862	21,875.00	2,887.50
ZIRMED	353222	05/21/20	SUBSCRIPTIONS	1120-4355200	501.46	21,875.00
HIMANI AGGARWAI	353223	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	501.46
STEPHANIE ALLAN	353224	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	380.00
SHANNON ANDREWS	353225	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	285.00
AUDREY AVITABILE	353226	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	285.00
PAM BACON	353227	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	950.00
STACEY BAILEY	353228	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	1,710.00
JANET BENGERO	353229	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,329.96	1,710.00
LAURA BOHNERT	353230	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	1,329.96
SHANNON BONEWITZ	353231	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	500.00	285.00
GABRIELLA BROWN	353232	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	500.00
JENNY BUCHHEIT	353233	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	142.50
TIFFANY BUCKINGHAM	353234	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	95.00	1,710.00
TIFFANY BUCKINGHAM	353234	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	95.00	
ABBIE BUSH	353235	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	190.00
ABBIE BUSH	353235	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
HEIDI COY	353236	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	507.00	570.00
STACIA CUNNANE	353237	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.94	507.00
STACIA CUNNANE	353237	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
MEGAN EBERSOLE	353238	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	144.00	1,424.94
MEGAN EBERSOLE	353238	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
MELISSA ELLIOTT	353239	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	170.00	334.00
JOY GRAVES-RUST	353240	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	170.00
REBECCA GRINSTEAD	353241	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.50	569.96

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ERIN HARKESS-NIEMIEC	353242	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	965.80	712.50
LISA HARPENEAU	353243	05/21/20	REFUNDS AWARDS & INDEMITY	1081-4358400	396.00	965.80
ERIKA HAVERSTICK	353244	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	99.00	396.00
ERIKA HAVERSTICK	353244	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	99.00	198.00
DARCY HENSON	353245	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.46	712.46
NATHANIEL HILL	353246	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.50	
NATHANIEL HILL	353246	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.50	
NATHANIEL HILL	353246	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	1,045.00
LAUREN HOLDEN	353247	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	427.50
JESSICA HOLLENBECK	353248	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,140.00	1,140.00
NICOLE HOUSE	353249	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.50	
NICOLE HOUSE	353249	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	902.50
JUN HU	353250	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
JUN HU	353250	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
JUN HU	353250	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	997.50
DANNIELLE JOHNSON	353251	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	107.00	107.00
RACHEL JONES	353252	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	1,139.92
HEATHER JUDY	353253	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
HEATHER JUDY	353253	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	854.96
KATIE KELLY	353254	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	142.50
DANA KOLLER	353255	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
MEREDITH KOSKI	353256	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	950.00
STEPHEN LANDRETH	353257	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,330.00	1,330.00
MICHELLE LUPRICH	353258	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
MICHELLE LUPRICH	353258	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	332.50
AMY MARTIKKE	353259	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.50	997.50
CARIN MCBROOM	353260	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,995.00	1,995.00
CHRISTINE MCCOMB	353261	05/21/20	REFUNDS AWARDS & INDEMITY	1096-4358400	160.00	160.00
DEVON MCGINNIS	353262	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	99.00	99.00
TIFFINY MCTURNAN	353263	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	285.00
CARA MELVIN	353264	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	427.50
CYNTHIA MENEHINI	353265	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.50	712.50
LISA MOODY	353266	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	

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LISA MOODY	353266	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	712.50
RACHEL MOSCHELL	353267	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
ELIZABETH MOSER	353268	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	1,409.08
ELIZABETH MOSER	353268	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	269.16	
EMILY NADEAU	353269	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	285.00
JULIA NAGEL	353270	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.50	1,282.50
TYEISHA NEWELL	353271	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	200.00	
TYEISHA NEWELL	353271	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	99.00	299.00
DARISA NIEVES	353272	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	1,520.00
MONICA OLMEDA	353273	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	855.00
MONICA OLMEDA	353273	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
MONICA OLMEDA	353273	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
MELISSA PARRISH	353274	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
REISHA PATEL	353275	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,140.00	1,140.00
JILL POULOS	353276	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	855.00
JILL POULOS	353276	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
KAMILAH REED	353277	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	142.50
HIND M SALIH	353278	05/21/20	REFUNDS AWARDS & INDEMITY	1081-4358400	162.00	162.00
PRISCILLA SCHNUR	353279	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,187.50	1,187.50
TUNEZIA SHELTON	353280	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	200.00	200.00
MICHELE SNAPE	353281	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	427.50
MICHELE SNAPE	353281	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
NATALIE SPARKS	353282	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.46	712.46
CERISSA SPERLE	353283	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	570.00
CERISSA SPERLE	353283	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
ELENA SPINA	353284	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	950.00
NANCY STILGER	353285	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,184.84	2,184.84
NATASHA TAGAWA	353286	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	142.50
DANIELLE TEETZEL	353287	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	1,140.00
DANIELLE TEETZEL	353287	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	855.00	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
NOELLE TEN EYCK	353288	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	

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VALERIE TULLY	353289	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	2,280.00
VALERIE TULLY	353289	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
KARLA WALSWORTH	353290	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	69.00	997.50
VALERIE WALTERS	353291	05/21/20	REFUNDS AWARDS & INDEMITY	1095-4358400	85.00	69.00
VALERIE WALTERS	353291	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
HELEN WANG	353292	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	275.00
HELEN WANG	353292	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
LEUNG WONG	353293	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	855.00
YING YANG	353294	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	760.00
YING YANG	353294	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
YING YANG	353294	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
LAUREN ZANOLTI	353295	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	665.00	570.00
LAUREN ZANOLTI	353295	05/21/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
A T & T MOBILITY	353296	05/21/20	287016109662X05112020	1160-4344100	172.74	1,235.00
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1801-4348000	299.70	172.74
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1110-4348000	2,780.76	
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1801-4348000	9.01	
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1207-4348000	2,194.09	
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1207-4348000	109.54	
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1207-4348000	179.65	
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	9.01
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	9.01
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	17.02
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	75.79
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	1,147.43
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1205-R4348000	103598	3,310.86
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		13.96
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		32.77
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		13.86
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1120-4348000		1,827.70
DUKE ENERGY	353298	05/21/20	ELECTRICITY	1120-4348000		1,657.88
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		14.51
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		14.41
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		192.53
DUKE ENERGY	353298	05/21/20	ELECTRICITY	2201-4348000		12.84
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		28.31
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		298.19
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		22.79
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		22.89
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		285.40
DUKE ENERGY	353298	05/21/20	OTHER EXPENSES	651-5023990		178.52
DUKE ENERGY	353299	05/21/20	ELECTRICITY	2201-4348000	13,897.85	14,758.43
DUKE ENERGY	353299	05/21/20	ELECTRICITY	1206-4348000	1,302.16	
GREATAMERICA FINANCIAL SE	353300	05/21/20	TELEPHONE LINE CHARGES	209-4344000	103.10	15,200.01
GREATAMERICA FINANCIAL SE	353300	05/21/20	TELEPHONE LINE CHARGES	911-4344000	103.10	
IPL	353301	05/21/20	OTHER EXPENSES	651-5023990	20,270.42	206.20

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GSB, INC.	353320	05/21/20	HOTEL	902-4340200	103840	3,880.36	3,880.36
HAMILTON COUNTY AUDITOR-P	353321	05/21/20	OTHER EXPENSES	210-5023990		1,620.00	
HAMILTON COUNTY AUDITOR-P	353321	05/21/20	OTHER EXPENSES	210-5023990		1,360.00	2,980.00
DOUGLAS HANEY	353322	05/21/20	TRAVEL PER DIEMS	1180-4343004		200.10	
DOUGLAS HANEY	353322	05/21/20	EXTERNAL TRAINING TRAVEL	1180-4343002		1,768.99	1,969.09
HIRSCH BEDNER ASSOCIATES	353323	05/21/20	MONTHLY SERVIC FEE 100670	902-R4340200	103478	5,000.00	
HIRSCH BEDNER ASSOCIATES	353323	05/21/20	MONTHLY SERVIC FEE 100670	902-R4340200	103478	5,000.00	10,000.00
HUNTINGTON NATIONAL BANK	353324	05/21/20	OTHER PROFESSIONAL FEES	902-4341999		1,000.00	
HUNTINGTON NATIONAL BANK	353324	05/21/20	OTHER PROFESSIONAL FEES	902-4341999		1,000.00	2,000.00
HYLANT GROUP	353325	05/21/20	OTHER EXPENSES	302-5023990		554.68	554.68
KONICA MINOLTA BUSINESS S	353326	05/21/20	OTHER EXPENSES	651-5023990		3.32	3.32
DARREN MAST	353327	05/21/20	OFFICE SUPPLIES	1192-4230200		49.75	49.75
MENARDS, INC	353328	05/21/20	90929	1115-4350100		73.28	73.28
LISA MOTZ	353329	05/21/20	SOFTWARE SUPPORT FEES	1192-4341903		105.93	105.93
R E I REAL ESTATE SERVICE	353330	05/21/20	CIVIC THR MAINTENANCE/MGR	902-R4341900	101419	691.25	691.25
READY REFRESH BY NESTLE	353331	05/21/20	00D01258905523	506-4239099		24.92	24.92
READY REFRESH BY NESTLE	353332	05/21/20	10D7220327048	1701-4350900		73.06	73.06
REPUBLIC WASTE SERVICES O	353333	05/21/20	TRASH REMOVAL	1207-4350101	34612	200.00	200.00
REPUBLIC WASTE SERVICES O	353334	05/21/20	TRASH COLLECTION	1110-4350101		65.00	65.00
RICOH AMERICAS CORPORATIO	353335	05/21/20	COPIER	506-4353004		79.92	79.92
STUDIO M ARCHITECTURE AND	353336	05/21/20	DESIGN CONSULTING FEES	902-4340200	103649	1,125.00	1,125.00
TOSHIBA FINANCIAL SERVICE	353337	05/21/20	TOSHIIBA COPIER	209-R4353004	103412	211.56	634.69
TOSHIBA FINANCIAL SERVICE	353337	05/21/20	TRAVEL PER DIEMS	1180-4343004		423.13	
TOSHIBA FINANCIAL SERVICE	353338	05/21/20	COPIER LEASE ARTS & DESGI	1203-R4353004	103437	232.32	232.32
TOSHIBA FINANCIAL SERVICE	353339	05/21/20	OTHER RENTAL & LEASES	2201-4353099		106.12	106.12
TOSHIBA FINANCIAL SERVICE	353340	05/21/20	OTHER RENTAL & LEASES	1801-4353099		146.11	146.11
TRAVELERS CL REMITTANCE C	353341	05/21/20	OTHER CONT SERVICES	1120-4350900		50.00	50.00
VERIZON	353342	05/21/20	OTHER CONT SERVICES	922-4350900		145.10	145.10
VERIZON	353343	05/21/20	CELLULAR PHONE FEES	1110-4344100		120.21	
VERIZON	353343	05/21/20	15 COVID PHONES	1110-4359016		231.60	351.81
VERIZON	353344	05/21/20	15 COVID PHONES	1110-4359016		734.89	
VERIZON	353344	05/21/20	CELLULAR PHONE FEES	1192-4344100		56.53	791.42
VERIZON	353345	05/21/20	CELLULAR PHONE FEES	1180-4344100		66.26	

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VERIZON	353346	05/21/20	TELEPHONE LINE CHARGES	911-4344000	100.01	66.26
VERIZON	353347	05/21/20	CELLULAR PHONE FEES	1207-4344100	83.69	100.01
VIRGIN PULSE, INC.	353348	05/21/20	OTHER EXPENSES	301-5023990	3,515.00	83.69
STACEY WILL	353350	05/21/20	OTHER EXPENSES	601-5023990	292.88	3,515.00
WINDSTREAM	353351	05/21/20	TELEPHONE LINE CHARGES	1207-4344000	415.08	292.88
XEROX CORP	353352	05/21/20	OTHER EXPENSES	601-5023990	315.32	415.08
XEROX CORP	353353	05/21/20	OTHER EXPENSES	651-5023990	262.17	315.32
XEROX CORP	353354	05/21/20	OTHER EXPENSES	651-5023990	109.46	262.17
XEROX CORP	353354	05/21/20	OTHER EXPENSES	601-5023990	109.45	218.91
A T & T MOBILITY	353355	05/27/20	287288700981X05192020	1120-4344100	208.05	208.05
A T & T MOBILITY	353356	05/27/20	CRADLEPOINT-E341	102-4463202 103977	630.00	208.05
CARMEL CLAY SCHOOLS-FUEL	353357	05/27/20	DIESEL FUEL	1120-4231300	3,827.73	630.00
CARMEL CLAY SCHOOLS-FUEL	353357	05/27/20	GASOLINE	1120-4231400	1,380.68	5,208.41
DUKE ENERGY	353358	05/27/20	OTHER EXPENSES	651-5023990	47.23	
DUKE ENERGY	353358	05/27/20	OTHER EXPENSES	651-5023990	198.70	
DUKE ENERGY	353358	05/27/20	OTHER EXPENSES	651-5023990	64.38	
DUKE ENERGY	353358	05/27/20	OTHER EXPENSES	651-5023990	50.32	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	143.53	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	238.80	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	27.33	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	49.56	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	13.42	
DUKE ENERGY	353358	05/27/20	ELECTRICITY	2201-4348000	77.31	910.58
DUKE ENERGY	353359	05/27/20	OTHER EXPENSES	601-5023990	55,227.93	55,227.93
BRIGHT HOUSE NETWORKS	353360	05/27/20	000002702051720	2201-4344100	104.98	104.98
BRIGHT HOUSE NETWORKS	353361	05/27/20	082710101051720	2201-4344100	74.98	74.98
CARMEL POSTMASTER	353362	05/27/20	OTHER EXPENSES	601-5023990	220.00	220.00
CARMEL UTILITIES	353363	05/27/20	OTHER PROFESSIONAL FEES	902-4341999	717.85	
CARMEL UTILITIES	353363	05/27/20	WATER & SEWER	2201-4348500	305.50	1,023.35
GREGORY HANGER	353364	05/27/20	OTHER EXPENSES	601-5023990	98.83	98.83
BRYAN MASON	353366	05/27/20	TUITION REIMBURSEMENT	1120-4128000	547.32	547.32
DAVID A REYNOLDS	353367	05/27/20	EXTERNAL INSTRUCT FEES	1120-4357004	80.00	80.00
SOROS CLINICAL SOLUTIONS	353369	05/27/20	COVID TESTING	301-4359016	48,105.00	48,105.00
SCOTT STROUP	353370	05/27/20	TUITION REIMBURSEMENT	1120-4128000	972.06	972.06
UNITED HEALTHCARE INSURAN	353372	05/27/20	REFUND OVERPAYMENT	102-5023990	438.31	

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KONICA MINOLTA PREMIER FI	353373	05/27/20	OTHER EXPENSES	651-5023990	135.00	438.31
VERIZON	353374	05/27/20	CELLULAR PHONE FEES	1401-4344100	872.82	135.00
911 FLEET & FIRE EQUIPMEN	353376	05/27/20	REPAIR PARTS	1120-4237000	344.75	872.82
911 FLEET & FIRE EQUIPMEN	353376	05/27/20	REPAIR L341-VIN 2010	1120-R4351000	12,065.71	12,410.46
A F C INTERNATIONAL INC	353377	05/27/20	REPAIR PARTS	1120-4237000	561.76	561.76
AAA EXTERMINATING INC	353378	05/27/20	BUILDING REPAIRS & MAINT	1110-4350100	85.00	170.00
AAA EXTERMINATING INC	353378	05/27/20	BUILDING REPAIRS & MAINT	1205-4350100	85.00	441.25
ACE-PAK PRODUCTS INC	353379	05/27/20	OTHER MAINT SUPPLIES	2201-4238900	441.25	441.25
ADP INC	353380	05/27/20	SOFTWARE SUPPORT	1201-R4341903	2,660.63	2,660.63
ADP INC	353381	05/27/20	SOFTWARE SUPPORT	1201-R4341903	47.76	47.76
ALPHAGRAPHICS	353382	05/27/20	MERCHANT PARKING PERMITS	1110-4345002	552.86	552.86
AMAZON CAPITAL SERVICES	353383	05/27/20	1MCL76YVWJQH	102-4467099	568.84	1,312.74
AMAZON CAPITAL SERVICES	353383	05/27/20	1VHH3W449QD1	102-4463100	743.90	832.43
AMAZON CAPITAL SERVICES	353384	05/27/20	1G7KHVVNGDKQ	1110-4239099	20.87	446.79
AMAZON CAPITAL SERVICES	353384	05/27/20	1G7KHVVNGNRW	1110-4230200	50.93	446.79
AMAZON CAPITAL SERVICES	353384	05/27/20	1G7KHVVNGDKQ	1110-4230200	37.50	233.66
AMAZON CAPITAL SERVICES	353384	05/27/20	1G7KHVVNGDKQ	1110-4239099	723.13	90.38
AMAZON CAPITAL SERVICES	353385	05/27/20	1D34Y6KJYJLG	102-4463100	446.79	90.38
AMAZON CAPITAL SERVICES	353386	05/27/20	1Y93LVNL3LQQ	1207-4350400	153.80	800.46
AMAZON CAPITAL SERVICES	353386	05/27/20	MASKS	1207-4359016	79.86	651.45
AMAZON CAPITAL SERVICES	353387	05/27/20	THERMOSCAN/LENS FILTE	2200-4359016	90.38	651.45
AMAZON CAPITAL SERVICES	353388	05/27/20	1GRDMPYRDN3X	2201-4238000	97.94	9,828.93
AMAZON CAPITAL SERVICES	353388	05/27/20	1H11HMTQM6LG	2201-4239034	187.62	10,655.00
AMAZON CAPITAL SERVICES	353388	05/27/20	14GD9G9H31JC	2201-4238900	261.92	1,650.00
AMAZON CAPITAL SERVICES	353388	05/27/20	13VQ6P4V13XQ	2201-4237000	212.99	1,650.00
AMAZON CAPITAL SERVICES	353388	05/27/20	1VVJQ37W91QH	2201-4230200	39.99	326.28
AMAZON CAPITAL SERVICES	353389	05/27/20	19G6NHCDR4CD	651-5023990	206.55	326.28
AMAZON CAPITAL SERVICES	353389	05/27/20	1NWNLLTLLPCV	651-5023990	444.90	326.28
AMERICAN INDUSTRIAL SERVI	353390	05/27/20	OTHER EXPENSES	651-5023990	625.59	9,828.93
AMERICAN INDUSTRIAL SERVI	353390	05/27/20	OTHER EXPENSES	651-5023990	9,203.34	9,828.93
ANGEL OAKS TREE SERVICE	353391	05/27/20	TREE REMOVAL & SERVICES	1192-4350400	10,655.00	10,655.00
ARTISTS DEVELOPMENT COMPA	353392	05/27/20	2019 MUSIC ON MONON/MAIN	1203-R4359003	1,500.00	1,650.00
ARTISTS DEVELOPMENT COMPA	353392	05/27/20	2019 MUSIC ON MONON/MAIN	1203-R4359003	150.00	1,650.00
ASCENSION ST VINCENT PUBL	353393	05/27/20	COVID RTW SCREEN	1110-4359016	326.28	326.28
AUTOZONE INC	353394	05/27/20	OTHER EXPENSES	601-5023990	30.99	326.28
AUTOZONE INC	353394	05/27/20	OTHER EXPENSES	601-5023990	98.99	326.28
AUTOZONE INC	353394	05/27/20	OTHER EXPENSES	601-5023990	3.79	326.28

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CARMEL LOFTS LLC	353410	05/27/20	GARAGE MAINTENANCE	1206-4350900 103626	9,419.14	9,419.14
CARMEL WELDING & SUPP INC	353411	05/27/20	OTHER EXPENSES	601-5023990	45.57	
CARMEL WELDING & SUPP INC	353411	05/27/20	OTHER EXPENSES	601-5023990	30.13	
CARMEL WELDING & SUPP INC	353411	05/27/20	OTHER EXPENSES	601-5023990	159.96	
CITY WIDE MAINTENANCE	353412	05/27/20	GLOVES	1207-4359016	79.50	235.66
CERES SOLUTIONS	353413	05/27/20	GASOLINE	1207-4231400	332.14	79.50
CERES SOLUTIONS	353413	05/27/20	DIESEL FUEL	1207-4231300	621.18	
CERES SOLUTIONS	353413	05/27/20	DIESEL FUEL	2201-4231300	446.40	
CERES SOLUTIONS	353414	05/27/20	DIESEL FUEL	1120-4231300	540.18	1,399.72
CHAPMAN ELEC SUPPLY INC	353415	05/27/20	OTHER EXPENSES	601-5023990	111.64	540.18
CINTAS CORPORATION #18	353416	05/27/20	UNIFORMS	1207-4356001	20.71	111.64
CINTAS CORPORATION #18	353416	05/27/20	LAUNDRY SERVICE	2201-4356501	533.13	
CINTAS CORPORATION #18	353416	05/27/20	LAUNDRY SERVICE	2201-4356501	195.21	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,774.73	749.05
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,782.40	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,733.12	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,791.16	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,723.27	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,740.79	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,761.59	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,723.27	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,797.73	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,700.27	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,801.01	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,729.84	
COMPASS MINERALS AMERICA	353417	05/27/20	OTHER EXPENSES	601-5023990	2,755.02	
CONFERENCE TECHNOLOGIES I	353418	05/27/20	OTHER CONTRACTED SERVICES	1205-R4350900 102832	385.00	35,814.20
CORE & MAIN	353419	05/27/20	OTHER EXPENSES	651-5023990	548.00	385.00
CORE & MAIN	353419	05/27/20	OTHER EXPENSES	601-5023990	785.80	
CORE & MAIN	353419	05/27/20	OTHER EXPENSES	601-5023990	1,075.00	
CORE & MAIN	353419	05/27/20	OTHER EXPENSES	651-5023990	525.70	
CORE & MAIN	353419	05/27/20	OTHER EXPENSES	651-5023990	74.88	
CRANE 1 SERVICES, INC.	353420	05/27/20	OTHER EXPENSES	601-5023990	850.00	3,009.38
CRANE 1 SERVICES, INC.	353420	05/27/20	OTHER EXPENSES	601-5023990	2,180.00	
CRANE 1 SERVICES, INC.	353420	05/27/20	OTHER EXPENSES	601-5023990	240.00	
CURRENT PUBLISHING	353421	05/27/20	2020 ADVERTISEMENTS	1203-4359003 103833	3,150.00	3,270.00
CURRENT PUBLISHING	353421	05/27/20	COVID ADVERTISING	1203-4359016	4,165.00	
OFFICE KEEPERS	353422	05/27/20	OTHER CONT SERVICES	1120-4350900	950.00	7,315.00
DAN MCFEELY COMMUNICATION	353423	05/27/20	CONSULTING SERVICES	1203-4359300 103707	9,166.00	950.00
DEEM LLC	353424	05/27/20	OTHER EXPENSES	601-5023990	342.01	9,166.00
DELL MARKETING LP	353425	05/27/20	LIC W/SA-SELECT PLUS- EA	1115-4351502 103984	5,156.44	342.01
ROB DEROCKER	353426	05/27/20	PUBLIC RELATIONS	1203-4340401 103691	11,000.00	5,156.44

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DIG-SMART, LLC	353427	05/27/20	OTHER EXPENSES	601-5023990	5,000.00	11,000.00
DIG-SMART, LLC	353427	05/27/20	OTHER EXPENSES	651-5023990	5,000.00	
DON HINDS FORD	353428	05/27/20	OTHER EXPENSES	651-5023990	50.68	10,000.00
DON HINDS FORD	353428	05/27/20	AUTO REPAIR & MAINTENANCE	1120-4351000	2,366.35	
EAN SERVICES, LLC	353429	05/27/20	AUTOMOBILE LEASE	1110-4352600	853.30	2,417.03
EAN SERVICES, LLC	353429	05/27/20	AUTOMOBILE LEASE	1110-4352600	853.30	
EMD MILLIPORE CORP.	353430	05/27/20	OTHER EXPENSES	651-5023990	240.50	1,706.60
EMD MILLIPORE CORP.	353430	05/27/20	OTHER EXPENSES	651-5023990	461.55	
ENGINEERED AIR	353431	05/27/20	OTHER EXPENSES	651-5023990	2,481.36	702.05
ENTERPRISE FM TRUST	353432	05/27/20	CARS & TRUCKS	2200-4465001	894.94	2,481.36
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	262.50	894.94
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	10.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	10.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	10.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	52.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	21.00	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	10.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	127.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	262.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	31.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	31.50	
ENVIRONMENTAL LABORATORIE	353433	05/27/20	OTHER EXPENSES	601-5023990	10.50	
EVERETT J PRESCOTT INC	353434	05/27/20	OTHER EXPENSES	601-5023990	335.58	841.50
FASTENAL COMPANY	353435	05/27/20	OTHER EXPENSES	651-5023990	152.14	335.58
FIKES FRESH BRANDS, INC	353436	05/27/20	OTHER MISCELLANEOUS	1115-4239099	340.52	152.14
FIRE CAM LLC	353437	05/27/20	BATTERIES FOR DRONE	1120-4237000 103982	251.95	340.52
FIRESTONE TIRE & SERVICE	353438	05/27/20	TIRES & TUBES	2200-4232000	20.64	251.95
FIRESTONE TIRE & SERVICE	353438	05/27/20	OIL	2200-4231500	37.99	
FLEETPRIDE	353439	05/27/20	REPAIR PARTS	1120-4237000	610.56	58.63
FRAKES ENGINEERING, INC	353440	05/27/20	OTHER EXPENSES	659-5023990	10,795.20	610.56
GENUINE PARTS COMPANY-IND	353441	05/27/20	OTHER EXPENSES	651-5023990	1,926.59	10,795.20
GRAINGER	353442	05/27/20	OTHER EXPENSES	651-5023990	404.16	1,926.59
GRAINGER	353443	05/27/20	BUILDING REPAIRS & MAINT	1110-4350100	32.43	404.16
H W C ENGINEERING	353444	05/27/20	DRAIN STUDY: HOME PLACE	250-R4350900 103104	7,940.00	32.43
HALL SIGNS, INC.	353445	05/27/20	TRAFFIC SIGNS	2201-4239030	203.94	7,940.00
HITTLE LANDSCAPING, INC	353446	05/27/20	OTHER EXPENSES	651-5023990	286.73	203.94
HITTLE LANDSCAPING, INC	353446	05/27/20	OTHER EXPENSES	651-5023990	648.55	
HITTLE LANDSCAPING, INC	353446	05/27/20	OTHER EXPENSES	651-5023990	2,453.65	

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MACQUEEN EMERGENCY GROUP	353466	05/27/20	REPAIR PARTS	1120-4237000	42.42	
MACQUEEN EMERGENCY GROUP	353466	05/27/20	REPAIR PARTS	1120-4237000	170.03	
						212.45
MAINSCAPE LANDSCAPING	353467	05/27/20	MOWING / LANDSCAPING	2201-4350400	103637	111,477.00
MAINSCAPE LANDSCAPING	353467	05/27/20	MOWING / LANDSCAPING	2201-4350400	103637	109,202.00
MAINSCAPE LANDSCAPING	353467	05/27/20	MOWING / LANDSCAPING	2201-4350400	103637	2,275.00
MAINSCAPE LANDSCAPING	353467	05/27/20	MOWING / LANDSCAPING	1206-R4350900	103540	1,143.00
						224,097.00
MARTIN MARIETTA AGGREGATE	353468	05/27/20	OTHER EXPENSES	651-5023990	2,059.42	
MARTIN MARIETTA AGGREGATE	353468	05/27/20	OTHER EXPENSES	651-5023990	689.68	
						2,749.10
MEDLINE INDUSTRIES, INC	353469	05/27/20	SPECIAL DEPT SUPPLIES	102-4239011	603.00	
						603.00
MEG & ASSOCIATES LLC	353470	05/27/20	EVENT PLANNING & MEDIA	1203-4359003	103658	3,500.00
						3,500.00
MENARDS - FISHERS	353471	05/27/20	1010	1120-4237000		254.94
MENARDS - FISHERS	353471	05/27/20	625	1120-4239012		179.76
						434.70
MENARDS - FISHERS	353472	05/27/20	1002	651-5023990		127.00
MENARDS - FISHERS	353472	05/27/20	1085	651-5023990		319.00
MENARDS - FISHERS	353472	05/27/20	668	651-5023990		31.59
						477.59
MENARDS, INC	353473	05/27/20	95225	601-5023990		80.19
						80.19
MENARDS, INC	353474	05/27/20	95784	2201-4463000		120.86
MENARDS, INC	353474	05/27/20	95915	2201-4463000		299.00
MENARDS, INC	353474	05/27/20	95974	2201-4238900		17.98
						437.84
MENARDS, INC	353475	05/27/20	95878	1207-4350400		175.98
MENARDS, INC	353475	05/27/20	95800	1207-4236400		47.68
						223.66
MICRO PRECISION TEST EQUI	353476	05/27/20	SOUNDLEVEL METER CALIB	1110-4342100	103926	24.90
MICRO PRECISION TEST EQUI	353476	05/27/20	SOUNDLEVEL METER CALIB	1110-4351501	103926	375.00
						399.90
MILESTONE CONTRACTORS, L	353477	05/27/20	BITUMINOUS MATERIALS	2201-4236300		681.67
						681.67
MOTOROLA SOLUTIONS	353478	05/27/20	CABLES	1120-4237000	103985	657.00
						657.00
MUFFLERS & MORE	353479	05/27/20	AUTO REPAIR & MAINTENANCE	2201-4351000		760.00
						760.00
MUNICIPAL EMERGENCY SERVI	353480	05/27/20	RECRUIT HELMETS SHIELDS	1120-4356003	103973	1,709.40
MUNICIPAL EMERGENCY SERVI	353480	05/27/20	REPAIR PARTS	1120-4237000		69.07
MUNICIPAL EMERGENCY SERVI	353480	05/27/20	FIRE BOOTS	1120-4356003	103946	307.32
						2,085.79
NICHOLS PAPER & SUPPLY CO	353481	05/27/20	OFFICE SUPPLIES	1110-4230200		8.04
						8.04
OBERER'S FLOWERS	353482	05/27/20	PROMOTIONAL FUNDS	1160-4355100		2.00
OBERER'S FLOWERS	353482	05/27/20	PROMOTIONAL FUNDS	1160-4355100		30.90
						32.90
OBIC LLC	353483	05/27/20	OTHER EXPENSES	651-5023990		396.00
						396.00
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990		22.45
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990		22.45
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990		169.90
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990		169.89
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990		112.57
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990		112.56
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990		122.79

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OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	116.89	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	174.99	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	151.56	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	177.99	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990	237.83	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990	32.28	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990	14.32	
OFFICE DEPOT INC	353484	05/27/20	REPAIR PARTS	1120-4237000	108.50	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	217.98	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	77.09	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	101.96	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	651-5023990	13.38	
OFFICE DEPOT INC	353484	05/27/20	OTHER EXPENSES	601-5023990	110.74	
						2,268.12
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	EQUIPMENT MAINTENANCE	1203-4351501 103723	287.24	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	EQUIPMENT MAINTENANCE	1203-4351501 103723	14,513.97	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	273.45	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	571.29	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	1,573.45	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	494.46	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	957.80	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	6,078.32	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	3,056.47	
OMNI CENTRE FOR PUBLIC ME	353485	05/27/20	CABLE CHANNEL PRODUCTIONS	1203-4341970 103724	2,818.36	
						30,624.81
ON SITE SUPPLY	353486	05/27/20	OTHER EXPENSES	601-5023990	18.70	
						18.70
OVERHEAD DOOR CO OF INDIA	353487	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	102.47	
OVERHEAD DOOR CO OF INDIA	353487	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	149.47	
OVERHEAD DOOR CO OF INDIA	353487	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	229.47	
						481.41
P F M CAR & TRUCK CARE CE	353488	05/27/20	OTHER EXPENSES	651-5023990	900.00	
						900.00
PENN CARE INC.	353489	05/27/20	N95 MASKS	102-4359016	1,100.00	
						1,100.00
PING	353490	05/27/20	GOLF HARDGOODS	1207-4356007	318.39	
						318.39
PIP	353491	05/27/20	OTHER EQUIPMENT	2200-4467099	850.90	
PIP	353491	05/27/20	STATIONARY & PRNTD MATERL	2200-4230100	37.85	
						888.75
PITNEY BOWES	353492	05/27/20	POSTAGE	1110-4342100	16.00	
PITNEY BOWES	353492	05/27/20	POSTAGE METER	1110-4353003	91.51	
						107.51
PLYMATE	353493	05/27/20	OTHER EXPENSES	601-5023990	214.57	
PLYMATE	353493	05/27/20	OTHER EXPENSES	651-5023990	387.10	
PLYMATE	353493	05/27/20	OTHER EXPENSES	601-5023990	319.82	
PLYMATE	353493	05/27/20	OTHER EXPENSES	651-5023990	111.68	
PLYMATE	353493	05/27/20	OTHER EXPENSES	651-5023990	387.10	
PLYMATE	353493	05/27/20	OTHER RENTAL & LEASES	1110-4353099	57.24	
						1,477.51
POLARIS LABORATORIES LLC	353494	05/27/20	OTHER EXPENSES	651-5023990	500.00	
						500.00
POMP'S TIRE	353495	05/27/20	OTHER EXPENSES	601-5023990	169.85	
						169.85
PWW MEDIA, INC.	353496	05/27/20	EXTERNAL INSTRUCT FEES	1120-4357004	2,300.00	
						2,300.00
R & T TIRE & AUTO - NOBLE	353497	05/27/20	TIRES & TUBES	2201-4232000	21.00	
						21.00

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R E I REAL ESTATE SERVICE	353498	05/27/20	MONTHLY OPERATING EXPENSE	1206-4350900 103628	492.42	
R E I REAL ESTATE SERVICE	353498	05/27/20	OTHER CONT SERVICES	1208-4350900	60,617.91	
						61,110.33
R.D. FILIP, INC	353499	05/27/20	SMALL TOOLS & MINOR EQUIP	1205-4238000	1,377.00	
						1,377.00
RAYGUN WORKSHOP INC	353500	05/27/20	PROMOTIONAL FUNDS	1401-4355100	1,125.00	
						1,125.00
REAL MECHANICAL INC	353501	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	282.50	
REAL MECHANICAL INC	353501	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	269.50	
REAL MECHANICAL INC	353501	05/27/20	BUILDING REPAIRS & MAINT	1120-4350100	269.50	
						821.50
RED WING BUSINESS ADVANTA	353502	05/27/20	20200510028953	651-5023990	518.47	
						518.47
REEL PIPE AND VALVE COMPA	353503	05/27/20	OTHER MAINT SUPPLIES	2201-4238900	307.48	
						307.48
RILEY BENNETT EGLOFF LLP	353504	05/27/20	LEGAL FEES	1401-4340000	8,321.04	
						8,321.04
ROSIE'S GARDENS	353505	05/27/20	OTHER EXPENSES	601-5023990	601.00	
						601.00
RUNYON EQUIPMENT RENTAL	353506	05/27/20	OTHER EXPENSES	651-5023990	48.36	
RUNYON EQUIPMENT RENTAL	353506	05/27/20	OTHER RENTAL & LEASES	2201-4353099	440.00	
RUNYON EQUIPMENT RENTAL	353506	05/27/20	OTHER MAINT SUPPLIES	2201-4238900	9.45	
RUNYON EQUIPMENT RENTAL	353506	05/27/20	OTHER RENTAL & LEASES	2201-4353099	160.50	
RUNYON EQUIPMENT RENTAL	353506	05/27/20	OTHER RENTAL & LEASES	2201-4353099	4,000.00	
						4,658.31
SAGAMORE READY MIX LLC	353507	05/27/20	CEMENT	2201-4236200	529.00	
SAGAMORE READY MIX LLC	353507	05/27/20	OTHER EXPENSES	601-5023990	755.50	
SAGAMORE READY MIX LLC	353507	05/27/20	CEMENT	2201-4236200	676.50	
						1,961.00
SECURITY EQUIPMENT SUPPLY	353508	05/27/20	OTHER EXPENSES	651-5023990	212.00	
						212.00
SHELBY MATERIALS	353509	05/27/20	OTHER EXPENSES	651-5023990	240.00	
						240.00
SITEONE LANDSCAPE SUPPLY,	353510	05/27/20	GROUNDS MAINTENANCE	1207-4350400	141.40	
SITEONE LANDSCAPE SUPPLY,	353510	05/27/20	GROUNDS MAINTENANCE	1207-4350400	152.56	
SITEONE LANDSCAPE SUPPLY,	353510	05/27/20	GROUNDS MAINTENANCE	1207-4350400	626.74	
						920.70
SONICU LLC	353511	05/27/20	COVID MASKS	1120-4239011 103987	38,000.00	
						38,000.00
STAPLES BUSINESS ADVANTAG	353512	05/27/20	OFFICE SUPPLIES	2200-4230200	55.67	
						55.67
STOOPS FREIGHTLINER	353513	05/27/20	REPAIR PARTS	1120-4237000	1,011.11	
						1,011.11
SWAGIT PRODUCTIONS, LLC	353514	05/27/20	MONTHLY VIDEO STREAMING	1203-4341999 103789	2,950.00	
						2,950.00
SYNCB/AMAZON.COM	353515	05/27/20	6045787810437364	601-5023990	3,731.30	
						3,731.30
SYSTEC SERVICES, LLC	353516	05/27/20	OTHER EXPENSES	651-5023990	804.00	
						804.00
T M T INC	353517	05/27/20	OTHER CONT SERVICES	2201-4350900	1,185.00	
						1,185.00
TACTICAL FIRE EQUIPMENT L	353518	05/27/20	FIRE HOSE FOR NEW APPARAT	102-R4467099 103340	29,280.00	
						29,280.00
TERRACES AT MOHAWK CROSS	353519	05/27/20	OTHER CONT SERVICES	203-4350900	650.00	
						650.00
TIRES PLUS	353520	05/27/20	JIM BLANCHARD	1192-4232000	102.55	
						102.55
TOM WOOD FORD INC	353521	05/27/20	OTHER EXPENSES	601-5023990	144.90	

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TRU BORE	353522	05/27/20	OTHER EXPENSES	601-5023990	500.00	144.90
UPS	353523	05/27/20	OTHER EXPENSES	601-5023990	17.71	500.00
UNITED CONSULTING	353524	05/27/20	PROJ 10-10 -2017E	212-R4462865 33922	2,000.00	17.71
UNITED LABORATORIES INC	353525	05/27/20	GARAGE & MOTOR SUPPIES	2201-4232100	241.17	2,000.00
URBAN LAND INSTITUTE	353526	05/27/20	EXTERNAL TRAINING TRAVEL	1801-4343002	33.00	241.17
UTILITY PIPE SALES	353527	05/27/20	OTHER EXPENSES	601-5023990	406.68	33.00
VERMEER OF INDIANA INC	353528	05/27/20	AUTO REPAIR & MAINTENANCE	2201-4351000	2,912.71	406.68
VICTORY SUN INC	353529	05/27/20	EVENT PALNNING SERVICES	1203-4359003 103722	1,147.60	2,912.71
W A JONES TRUCK BODIES &	353530	05/27/20	OTHER EXPENSES	604-5023990	157,614.00	1,147.60
WAL-MART COMMUNITY	353531	05/27/20	OTHER MAINT SUPPLIES	2201-4238900	347.18	1,147.60
WATER SOLUTIONS UNLIMITED	353532	05/27/20	OTHER EXPENSES	601-5023990	4,787.00	347.18
WEBB EFFECTS LLC	353533	05/27/20	AUTO REPAIR & MAINTENANCE	1120-4351000	4,900.00	4,787.00
WEBB EFFECTS LLC	353533	05/27/20	OTHER CONT SERVICES	1120-4350900	1,325.00	6,225.00
WESSLER ENGINEERING, INC	353534	05/27/20	OTHER EXPENSES	651-5023990	810.00	3,014.30
WESSLER ENGINEERING, INC	353534	05/27/20	OTHER EXPENSES	601-5023990	1,230.55	
WESSLER ENGINEERING, INC	353534	05/27/20	OTHER EXPENSES	601-5023990	973.75	
WHITE'S ACE HARDWARE	353535	05/27/20	29059924	651-5023990	47.70	
WHITE'S ACE HARDWARE	353535	05/27/20	29060665	651-5023990	54.92	102.62
WILKINSON BROTHERS	353536	05/27/20	GRAPHIC DESIGN & MARKET	1203-4359003 103808	19,079.61	19,079.61
GRAND APPLIANCE AND TV	353537	05/27/20	APPLIANCES	102-4463300	612.00	612.00
YOUR AUTOMATIC DOOR COMPA	353538	05/27/20	BUILDING REPAIRS & MAINT	1205-4350100	6,730.00	6,730.00
CBTS	353539	05/27/20	TELEPHONE LINE CHARGES	1125-4344000	147.46	
CBTS	353539	05/27/20	TELEPHONE LINE CHARGES	1091-4344000	294.96	442.42
DUKE ENERGY	353540	05/27/20	ELECTRICITY	1125-4348000	57.09	
DUKE ENERGY	353540	05/27/20	ELECTRICITY	1125-4348000	9.61	
DUKE ENERGY	353540	05/27/20	ELECTRICITY	1125-4348000	14.00	80.70
ACE-PAK PRODUCTS INC	353541	05/27/20	CLEANING SUPPLIES	1125-4359016	85.49	
ACE-PAK PRODUCTS INC	353541	05/27/20	CLEANING SUPPLIES	1081-4359016	26.10	111.59
ADP INC	353542	05/27/20	OTHER PROFESSIONAL FEES	1125-4341999	328.54	
ADP INC	353542	05/27/20	OTHER PROFESSIONAL FEES	1081-4341999	807.59	
ADP INC	353542	05/27/20	OTHER PROFESSIONAL FEES	1091-4341999	548.49	1,684.62
CORVUS JANITORIAL OF INDI	353543	05/27/20	CP WESTERMEIER COMMONS	1125-4350600 54280	1,185.49	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CP WESTERMEIER COMMONS	1125-4350600 54280	-1,185.49	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CP WESTERMEIER COMMONS	1125-4350600 54280	2,450.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CP WESTERMEIER COMMONS	1125-4350600 54280	-2,450.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	MAINT OFFICE CLEANING 202	1125-4350600 53912	340.00	

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CORVUS JANITORIAL OF INDI	353543	05/27/20	MAINT OFFICE CLEANING 202	1125-4350600 53912	-225.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	MAINT OFFICE CLEANING 202	1125-4350600 53912	340.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1125-4350600	-68.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	1,200.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	-1,200.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	1,200.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	352.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	-352.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	110-4350600	352.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	8,400.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	-8,400.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	8,400.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	9,685.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	-9,685.00	
CORVUS JANITORIAL OF INDI	353543	05/27/20	CLEANING SERVICES	1093-4350600	9,685.00	
BOLDEN'S CLEANING & RESTO	353544	05/27/20	FOGGING 5/13-COVID	1125-4359016 54422	779.55	20,024.00
CDW GOVERNMENT INC	353545	05/27/20	OTHER MISCELLANEOUS	1125-4239099	134.00	779.55
CDW GOVERNMENT INC	353545	05/27/20	OTHER MISCELLANEOUS	1091-4239099	1,125.00	
CARDNO INC	353546	05/27/20	HINSHAW PRESERVE SPECIES	1125-4350400 54217	4,290.00	1,259.00
CARDNO INC	353546	05/27/20	WEST PARK SPECIES MGMT	1125-4350400 54216	6,088.80	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	110-4348500	71.55	10,378.80
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	499.61	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	108.06	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	86.56	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	29.27	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	18.33	
CARMEL UTILITIES	353547	05/27/20	WATER & SEWER	1125-4348500	18.33	
CARRIER CORP	353548	05/27/20	BUILDING REPAIRS & MAINT	1093-4350100	915.00	831.71
CINTAS CORPORATION #18	353549	05/27/20	GLOVES	1091-4359016	384.00	915.00
CINTAS CORPORATION #18	353549	05/27/20	CLEANING SUPPLIES	1125-4359016	180.00	
CINTAS CORPORATION #18	353549	05/27/20	RESTROOM SUPP W/E 5/18	1125-4238900 54414	276.00	
CINTAS CORPORATION #18	353549	05/27/20	OTHER MAINT SUPPLIES	1093-4238900	574.79	
DISPLAYS 2 GO	353550	05/27/20	SIGNAGE	1091-4359016	541.69	1,414.79
ENVIRONMENTAL LABORATORIE	353551	05/27/20	OTHER CONT SERVICES	1094-4350900	115.00	541.69
GRAINGER	353552	05/27/20	FLOOR MARKING TAPE	1091-4359016	32.58	115.00
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	LEGAL FEES	1125-4340000	1,579.20	32.58
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	LEGAL SERVICES	1125-4359016	2,284.80	
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	NOTHWEST PARK	106-4460714	3,158.40	
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	LEGAL FEES	1081-4340000	50.40	
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	LEGAL FEES	1082-4340000	957.60	
DEBRA GRISHAM, ATTORNEY A	353553	05/27/20	LEGAL FEES	1091-4340000	1,276.80	
MICHAEL KLITZING	353554	05/27/20	CELLULAR PHONE FEES	1125-4344100	150.00	9,307.20
MR. B'S LAWN MAINTENANCE	353555	05/27/20	GROUNDS MAINTENANCE	1094-4350400	734.00	150.00
NAPA AUTO PARTS INC	353556	05/27/20	GARAGE & MOTOR SUPPIES	1125-4232100	162.47	734.00
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OTTO'S PARKING MARKING	353557	05/27/20	PARKING LOT STRIPING	1125-4350400 54402	413.00	
OTTO'S PARKING MARKING	353557	05/27/20	PARKING LOT STRIPING	1125-4350400 54402	513.00	
OTTO'S PARKING MARKING	353557	05/27/20	PARKING LOT STRIPING	1125-4350400 54402	627.00	
READY REFRESH BY NESTLE	353558	05/27/20	00E6701007049	1081-4350900	5.99	1,553.00
REBOUND USA LLC	353559	05/27/20	OTHER MAINT SUPPLIES	1093-4238900	180.60	5.99
ROCKY MOUNTAIN SUNSCREEN	353560	05/27/20	OTHER MISCELLANEOUS	1082-4239099	4,795.41	180.60
SENSOURCE	353561	05/27/20	INFO SYS MAINT/CONTRACTS	1091-4341955	2,220.00	4,795.41
SOROS CLINICAL SOLUTIONS	353562	05/27/20	TESTING	1125-4359016	675.00	2,220.00
SOROS CLINICAL SOLUTIONS	353562	05/27/20	TESTING	1081-4359016	4,185.00	
SOROS CLINICAL SOLUTIONS	353562	05/27/20	TESTING	1091-4359016	7,425.00	
STAPLES BUSINESS ADVANTAG	353563	05/27/20	OFFICE SUPPLIES	1125-4230200	103.44	12,285.00
UNITED FIDELITY BANK	353564	05/27/20	INCREASE FUND	109-5023990	14,400.00	103.44
BEST ONE OF INDY	353565	05/27/20	AUTO REPAIR & MAINTENANCE	1125-4351000	80.00	14,400.00
BEST ONE OF INDY	353565	05/27/20	TRUCK TIRES #1171 & 1172	1125-4351000 54408	566.20	
BEST ONE OF INDY	353565	05/27/20	TRUCK TIRES #1171 & 1172	1125-4351000 54408	566.20	
RAY MARKETING BY PROFORMA	353566	05/27/20	HAND SANITIZER	1081-4359016	399.60	1,212.40
RAY MARKETING BY PROFORMA	353566	05/27/20	HAND SANITIZER	1091-4359016	399.60	
LAURA ABRAMS	353567	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	799.20
DARREN ACREY	353568	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	1,282.42
DARREN ACREY	353568	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
ANITA AHLUWALIA	353569	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,140.00	285.00
MICHELLE ALEXANDER	353570	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	1,140.00
TIM ALFERMANN	353571	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	3,040.00	1,520.00
JOY ALLEN	353572	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	3,040.00
JOY ALLEN	353572	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	85.00	
MACARA ALOI	353573	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	370.00
LEE ALTENBURG	353574	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	142.50
LEE ALTENBURG	353574	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
ANNIE AMES	353575	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,564.84	380.00
MAHALAKSHMI AMMACHATRAM	353576	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	855.00	2,564.84
SARAH ANDERSON	353577	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	855.00
SARAH ANDERSON	353577	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
JULIANNE ANDREWS	353578	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	1,235.00
JULIANNE ANDREWS	353578	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
JULIANNE ANDREWS	353578	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.50	
JULIANNE ANDREWS	353578	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
JULIANNE ANDREWS	353578	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	

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DENNIS ASAVA	353579	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	902.50	1,330.00
DENNIS ASAVA	353579	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
DENNIS ASAVA	353579	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
MEY TAL ASHKENAZI	353580	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	1,187.50
AMY AUSTIN	353581	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.44	1,139.92
TELIZAVETA BABAYAN	353582	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,280.00	997.44
ANNA BAKER	353583	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	2,280.00
ANNA BAKER	353583	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
ERIN BAKER	353584	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,330.00
ERIN BAKER	353584	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
ERIN BAKER	353584	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
AMY BANGA	353585	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,425.00
AMY BANGA	353585	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
MICHAEL BARDOS	353586	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.44	712.50
MICHAEL BARDOS	353586	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	854.94	
MELISSA BARNES	353587	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	1,852.38
MELISSA BARNES	353587	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
MELISSA BARNES	353587	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
EMILY BAUER	353588	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	1,520.00
EMILY BAUER	353588	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
EMILY BAUER	353588	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
SUSAN BECK	353589	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	997.50
VICKIE BERGMAN	353590	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	1,282.42
MARC BLOEMKER	353591	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.46	142.50
EMILIE BOLSTER	353592	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	712.46
EMILIE BOLSTER	353592	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
JEN BRADLEY	353593	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	855.00	712.50
CARLEY BREMNER	353594	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	855.00
DONGXUE BRIDGEMAN	353595	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.44	142.50
COURTNEY BROWNE	353596	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,564.84	997.44
SARA CARLISLE	353597	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	240.00	2,564.84
WEI CHEN	353598	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	240.00
CJ CHENG	353599	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	569.96
CJ CHENG	353599	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
JOON EAN CHOONG	353600	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	40.00	570.00
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CHRISTOPHER CLOUSE	353601	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,280.00	2,280.00
KELLY COLVER	353602	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	1,139.92
TAMARA CONNIE	353603	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	
TAMARA CONNIE	353603	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
TAMARA CONNIE	353603	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
TAMARA CONNIE	353603	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
BETH COPSEY	353604	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,282.46
WENDY CURRY	353605	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	10.00	570.00
ANDREW DAVIES	353606	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	10.00
AMY DAVIS	353607	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,139.92
KRISTINA DAVIS	353608	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,282.42
PATRICIA DAY	353609	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,564.84	1,282.42
RACHEL DENNIS	353610	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	2,564.84
RACHEL DENNIS	353610	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
ERIN DETTWILER	353611	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	3,847.26	285.00
MICHAEL DEVIR	353612	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	90.00	3,847.26
KAREN DUFFY	353613	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	240.00	90.00
CHRISTY ELLINGWOOD	353614	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	3,847.26	240.00
WENDY FAUST	353615	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,567.50	3,847.26
WENDY FAUST	353615	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	855.00	
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	2,422.50
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
SUZANNE FELTER	353616	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
JULIE FENG	353617	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	85.00	1,140.00
CHRIS FENN	353618	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	85.00
BRIAN FINKBINER	353619	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	1,139.92
BRIAN FINKBINER	353619	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
CHANTELLE FLANNERY	353620	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,187.50	570.00
DAN FRICK	353621	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,187.50
BROOKE FROST	353622	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	1,282.42
JONATHON FRUCHTE	353623	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,232.42	142.50
LINDSEY FUENTES	353624	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	2,232.42

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ALBA GAUTTIERI	353625	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.44	1,282.42
LEAH GEHRING	353626	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	997.44
LINDSAY GIBSON	353627	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	1,139.92
DAVID GILLILAND	353628	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	380.00
DAVID GILLILAND	353628	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	855.00
TINA GRIFFITH	353629	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,564.84	2,564.84
EMILY GROPP	353630	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,375.00	2,375.00
DING GU	353631	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	569.96
XIN GU	353632	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	1,139.92
ZHIHUAN GUO	353633	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,470.00	2,470.00
JOLIE HACKWORTH	353634	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	1,710.00
MEREDITH HAINES	353635	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	90.00	90.00
BRYAN HARASTY	353636	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,329.96	1,329.96
SHANNON HARLAN	353637	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.50	1,282.50
RONDA HASTON	353638	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	190.00
STEFANIE HICKS	353639	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	570.00
IVY HOSTETLER	353640	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	250.00	1,105.00
IVY HOSTETLER	353640	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.50	
IVY HOSTETLER	353640	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
DANA HOUSE	353641	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	570.00
DANA HOUSE	353641	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
HEATHER HOUSE	353642	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	950.00	950.00
GOPINATH JAGANMOHAN	353643	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.50	950.00
GOPINATH JAGANMOHAN	353643	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
GOPINATH JAGANMOHAN	353643	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
COURTNEY JAMES	353644	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	240.00	240.00
INDER JARIAL	353645	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,782.42
INDER JARIAL	353645	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	500.00	
YON JIANG	353646	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	760.00
SINDHU JOHN	353647	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	997.50
SINDHU JOHN	353647	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
CORINNE JOHNSON	353648	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	240.00	240.00
CASSANDRA JUSTICE	353649	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	10.00	

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NICOLE KACZOREK	353650	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	132.00	10.00
AVNISH KAPOOR	353651	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	132.00
ANNE KELLY	353652	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	855.00	1,520.00
JIEUN KIM	353653	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	340.00	855.00
AMBER KINCAID	353654	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	340.00
AMBER KINCAID	353654	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
AMBER KINCAID	353654	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
COURTNEY KINCAID	353655	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	570.00
COURTNEY KINCAID	353655	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	
JESSICA KOCH	353656	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	427.50
JESSICA KURRASCH	353657	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,330.00	1,282.42
YELENA LARKIN	353658	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	1,330.00
JOHN LEHNER	353659	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,282.42
ELIZABETH LEWIS	353660	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	90.00	570.00
LINGMEI LI	353661	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	90.00
EVELYN LIN	353662	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	170.00	1,139.92
NICOLE LORCH	353663	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	382.00	170.00
ASHLEY LOVING	353664	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	382.00
KRISTIN MAGUIRE	353665	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	190.00
KRISTIN MAGUIRE	353665	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,329.92	
MEGAN MARINE	353666	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	2,612.34
EMILY MARTIN	353667	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	288.00	570.00
JASLIN MARTINEZ	353668	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	90.00	288.00
SONJA MCCARREL	353669	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	90.00
ANGELA MCCOMISKEY	353670	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,139.92	190.00
MINDY MCDONALD	353671	05/27/20	REFUNDS AWARDS & INDEMITY	1095-4358400	703.53	1,139.92
LINDSAY MCGREGOR	353672	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	703.53
MARGARET MCNULTY	353673	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.50	380.00
SANDRA MCQUINN	353674	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	1,282.50
MELISSA MERCIK	353675	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	427.50
CORRIE MEYER	353676	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.50	380.00

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JOHN MEYER	353677	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	1,282.50
JOHN MEYER	353677	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
JOHN MEYER	353677	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
JAY MILLER	353678	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	950.00
KE MIN	353679	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.50	427.50
KE MIN	353679	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	522.50	
ALLISON MCKINNEY	353680	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	855.00
ALLISON MCKINNEY	353680	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
ALLISON MCKINNEY	353680	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
ALLISON MCKINNEY	353680	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	950.00
AUSTIN MOORE	353681	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
AUSTIN MOORE	353681	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	
ERIC MORGAN	353682	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,947.50	1,140.00
THUY NGUYEN	353683	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	1,947.50
GIA OGDEN	353684	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	170.00	142.50
LINDSAY OHMER	353685	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	142.50	170.00
CARY O'MEARA	353686	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	142.50
CARY O'MEARA	353686	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
GREG ORR	353687	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	380.00
THERESA PARISH BERRY	353688	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,520.00	190.00
ASHLEY PATTERSON	353689	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	1,520.00
MELISSA PATTERSON	353690	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	570.00
SUDAKSHINA PAUL	353691	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	1,282.42
MARIA PAVLAKOS	353692	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	380.00
ED PETRAS	353693	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	569.96
ED PETRAS	353693	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,137.42	
AUTUMN PHILLIPS	353694	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	332.42	2,564.92
SHELLY PIMENTAL	353695	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	332.42
MANDY PRILLER	353696	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	10.00	380.00
ANGIE PROVO	353697	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,282.42	10.00
ANDREA PRUIS	353698	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,232.42	1,282.42
BONNIE PRUSZYNSKI	353699	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,330.00	2,232.42
BONNIE PRUSZYNSKI	353699	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,330.00	
SARAH RATNER	353700	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	620.00	2,660.00

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VENKATA REDDY DAYAM	353701	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	427.50	620.00
VENKATA REDDY DAYAM	353701	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	
CHRISTINA REITA	353702	05/27/20	REFUNDS AWARDS & INDEMITTY	1081-4358400	132.00	570.00
BIXIANG REN	353703	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	570.00	132.00
BETH RICHARDSON	353704	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,282.42	570.00
BETH RICHARDSON	353704	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	
BETH RICHARDSON	353704	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	427.50	
BETH RICHARDSON	353704	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	712.46	
MICHELLE RING	353705	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	427.50	2,564.88
JENNIFER ROBERTS	353706	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	569.96	427.50
ALISON ROBINSON	353707	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	380.00	569.96
RHASHEETA ROBINSON	353708	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,140.00	380.00
JENNIFER SALEMME	353709	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	902.50	1,140.00
HIND SALIH	353710	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,282.42	902.50
LIZA SANTOS SNYDER	353711	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,282.42	1,282.42
ABBY SHAFFER	353712	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	1,282.42
ABBY SHAFFER	353712	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	
ABBY SHAFFER	353712	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	427.50	
ABBY SHAFFER	353712	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	570.00	
JAMIE SHOUP	353713	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	1,282.50
DINA SLAIN	353714	05/27/20	REFUNDS AWARDS & INDEMITTY	1096-4358400	240.00	142.50
BRANDON SMITH	353715	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	760.00	240.00
CARA SPACCARELLI	353716	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	760.00
CARA SPACCARELLI	353716	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	285.00	
CARA SPACCARELLI	353716	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	
BRYAN SPENCER	353717	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	855.00	570.00
JAMIE STAHL	353718	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	570.00	855.00
SHARON SWEET	353719	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	332.50	570.00
SHARON SWEET	353719	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	142.50	
AMY TALBOTT	353720	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	284.98	475.00
DANIEL TRAN	353721	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,805.00	284.98
ASHLEY TROWBRIDGE	353722	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,282.42	1,805.00
DIRK VAN TILBURG	353723	05/27/20	REFUNDS AWARDS & INDEMITTY	1082-4358400	1,709.88	1,282.42
YAMINI LEEVA VEDAGIRI JAY	353724	05/27/20	REFUNDS AWARDS & INDEMITTY	1081-4358400	222.00	1,709.88

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MAGGIE WALKER	353725	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	2,279.84	222.00
PING WANG	353726	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	569.96	2,279.84
JONATHAN WARNER	353727	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	569.96
ELIZABETH WARREN	353728	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	854.84	1,710.00
LISA WASHBURN	353729	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	854.84
ALLISON WASHINGTON	353730	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,900.00	570.00
NATHAN WEGMAN	353731	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	760.00	1,900.00
NATHAN WEGMAN	353731	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	
NATHAN WEGMAN	353731	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	380.00	
NATHAN WEGMAN	353731	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	712.50	2,137.50
NICOLE WILLIAMS	353732	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	570.00	570.00
JUDY WILSON	353733	05/27/20	REFUNDS AWARDS & INDEMITY	1096-4358400	255.00	255.00
RYAN WINKEL	353734	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	132.00	132.00
ISABELLA WULUR	353735	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	190.00	
ISABELLA WULUR	353735	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	475.00
MAI YAMADA	353736	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	264.00	264.00
JOCELYN ZENK	353737	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	1,710.00	1,710.00
ALLY ZHANG	353738	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	285.00	285.00
LUJUAN ZHANG	353739	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	
LUJUAN ZHANG	353739	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	475.00	
LUJUAN ZHANG	353739	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	427.50	1,330.00
HONGMEI ZHU	353740	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	15.00	15.00
ANGIE ZIRKELBACH	353741	05/27/20	REFUNDS AWARDS & INDEMITY	1081-4358400	80.00	80.00
LILIA ZURKOVSKY	353742	05/27/20	REFUNDS AWARDS & INDEMITY	1082-4358400	997.50	997.50
JONES & HENRY ENGINEER IN	352929	05/14/20	BAN #7	612-5023990	18,546.75	
JONES & HENRY ENGINEER IN	352929	05/14/20	BAN #7	612-5023990	6,190.50	24,737.25
KRIEG DEVAULT	352932	05/14/20	BAN #7	612-5023990	1,841.50	
KRIEG DEVAULT	352932	05/14/20	BAN #7	612-5023990	711.00	
KRIEG DEVAULT	352932	05/14/20	BAN #7	612-5023990	720.50	3,273.00
MIDWEST PAVING LLC	352934	05/14/20	BAN #7	612-5023990	875,977.04	875,977.04
UTILITY SUPPLY CO INC.	352942	05/14/20	BAN #7	612-5023990	65,791.98	65,791.98
LYKINS CONTRACTING LLC	353365	05/27/20	BAN #8	612-5023990	804,596.49	804,596.49
S C CASE EXCAVATING LLC	353368	05/27/20	BAN #8	612-5023990	200,101.56	200,101.56

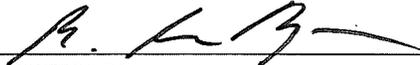
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TELAMON CORP	353371	05/27/20	BAN #8	612-5023990	935.80	
TELAMON CORP	353371	05/27/20	BAN #8	612-5023990	2,173.64	
TELAMON CORP	353371	05/27/20	BAN #8	612-5023990	561.48	
TELAMON CORP	353371	05/27/20	BAN #8	612-5023990	2,152.34	
TELAMON CORP	353371	05/27/20	BAN #8	612-5023990	2,152.34	
						7,975.60
WESSLER ENGINEERING, INC	353375	05/27/20	BAN #8	612-5023990	67,461.86	
						67,461.86
EXECUTIVE HOMES	352948	05/14/20	SECURITY DEPOSIT REF.	101-5023990	1,095.00	
						1,095.00
CENTRAL CASH REGISTER INC	353314	05/21/20	REFUND DEPOSIT	101-5023990	1,495.00	
						1,495.00
WESTMED LLC	353349	05/21/20	OTHER EXPENSES	101-5023990	2,270.00	
						2,270.00
				TOTAL HAND WRITTEN CHECKS		.00
				TOTAL COMPUTER-WRITTEN CHECKS	4,385,103.60	
	TOTAL WRITTEN CHECKS		4,385,103.60			

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.



CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 42 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF \$ \$4,385,103.60 DATED THIS _____ DAY OF _____, 2020 PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

Carmel Redevelopment Commission

STRATEGIC HIGHLIGHTS

- CRC approved the TIF Pledge Resolution for the subordinate City Center Phase II Bonds
- CRC approved the Declaratory Resolution and TIF Pledge Resolution for The Corner project
- Construction progressing for the Proscenium project
- Construction progressing for both the Playfair-Holland and Kent building in City Center
- Construction progressing for Hotel Carmichael

The following highlights represent unrestricted funds available to the CRC to work its mission. Total savings at month-end were \$5,891,206. Savings are considered restricted and are in addition to the ending balance noted below.

April Beginning Balance	\$	1,846,755
April Revenues	\$	219,047
April Transfers	\$	0
April Expenditures	\$	84,036
April Ending Balance	\$	1,981,766

LOOKING AHEAD

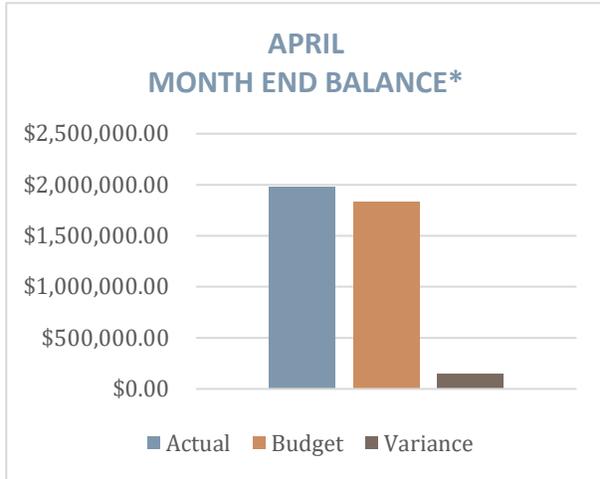
- Midtown Flats and The Railyard completion and occupancy
- Start of construction for Hamilton West and the Wren

FINANCIAL STATEMENT

Financial Statement

APRIL MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 1,981,766
Ending Balance with Restricted Funds	\$ 7,872,973



SUMMARY OF CASH

For the Month Ending April 2020

DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 4/1/20			
1101 Cash	\$ 1,648,500.20	\$ 1,648,500.20	\$ -
1110 TIF	\$ 198,254.97	\$ 198,254.97	\$ -
Total Cash	\$ 1,846,755.17	\$ 1,846,755.17	\$ -
Receipts			
1101 Cash	\$ 219,047.49	\$ 91,949.84	\$ 127,097.65
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ -	\$ -	\$ -
Transfers to Reserves (non-TIF)	\$ -	\$ -	\$ -
Transfer to SRF	\$ -	\$ -	\$ -
Total Receipts	\$ 219,047.49	\$ 91,949.84	\$ 127,097.65
Disbursements			
1101 Cash	\$ 84,036.32	\$ 108,207.92	\$ 24,171.60
1110 TIF	\$ -	\$ -	\$ -
Total Disbursements	\$ 84,036.32	\$ 108,207.92	\$ 24,171.60
1101 Cash	\$ 1,783,511.37	\$ 1,632,242.12	\$ 151,269.25
1110 TIF	\$ 198,254.97	\$ 198,254.97	\$ -
Cash Balance 4/30/20	\$ 1,981,766.34	\$ 1,830,497.09	\$ 151,269.25
Total Usable Funds	\$ 1,981,766.34	\$ 1,830,497.09	\$ 151,269.25

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end April, 2020

RESTRICTED FUNDS

Supplemental Reserve Fund	\$5,891,206
Sub-total:	<u>\$5,891,206</u>

RESTRICTED FUNDS HELD BY BOND TRUSTEES

Liquidity Reserve for Midtown West Bond (1)	\$877,798
Sub-total:	<u>\$877,798</u>

UNRESTRICTED FUNDS

TIF	\$198,255
Non TIF	\$1,783,511
Sub-total:	<u>\$1,981,766</u>
Total Funds	<u>\$8,750,771</u>

OUTSTANDING RECEIVABLES

Reimbursement of Project Blue invoices (2)	\$15,643
Initial Energy Consumption Fee for The Mezz	<u>\$692,822</u>
TOTAL OUTSTANDING RECEIVABLES	<u>\$708,465</u>

(1) \$877,798.30 is being held by the trustee of the Midtown West Bonds to temporarily fund the debt service reserve. Once the Midtown West garage is complete and the lease commences, a Build America Mutual surety will kick-in and the \$877,798.30 will be reverted back to the CRC Supplemental Reserve Fund.

(2) Amounts due are the professional service invoices paid to date by the CRC in regards to the potential Project Blue development as per the reimbursement agreement with 4148 96th Street LLC.

STATEMENT OF CHANGES IN EQUITY

MONTH END: APRIL 2020

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$0	
Total Receipts (Non-TIF)	\$219,047	
Expenditures (TIF)		\$0
Expenditures (Non-TIF)		\$84,036

FINANCIAL UPDATE

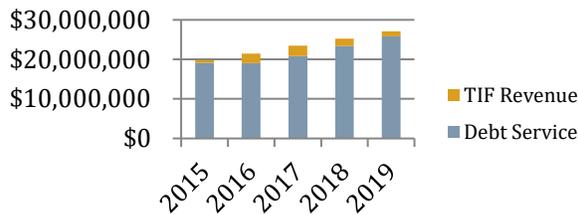
Financial Update

TIF REVENUE AND DEBT

Estimated 2020 TIF revenue available for CRC use is \$ 27,723,041.

DEBT PAYMENTS

Month	Payment
June 2020	\$13,413,345
December 2020	\$13,414,233



CRC CONSTRUCTION IN PROGRESS – 2016 CITY BONDS

2016 COIT Bond

Vendor	Project/Services	Contract Amount	Paid to Date	Amount Remaining	% Complete
Gehl Studio	Conceptual Design for Monon and Rangeline	\$170,200.00	\$170,174.38	\$25.62	100%
CAA Properties, LLC	30 E Main Street - property acquisition	747,066.49	747,066.49	0.00	100%
Meyer & Harbison LLC	582 S Rangeline Rd. - property acquisition	609,692.11	609,692.11	0.00	100%
Rundell Ernstberger Assoc.	Prelim design for Monon Trail urban section	1,973,300.00	1,953,787.02	19,512.98	99%
C.H. Garmong Construction	Midtown South Garage Detention	1,637,892.00	1,637,892.00	0.00	100%
PNC Bank	21 N Rangeline Rd - property acquisition	2,520,711.60	2,520,711.60	0.00	100%
969 N Rangeline LLC	969 N Rangeline Rd	<u>3,000,000.00</u>	<u>1,401,303.15</u>	<u>1,598,696.85</u>	<u>47%</u>
2016 COIT Bond Total		<u>\$10,658,862.20</u>	<u>\$9,040,626.75</u>	<u>\$1,618,235.45</u>	<u>85%</u>
		<u>Bond Proceeds assigned to CRC</u>	<u>Paid to Date</u>	<u>Proceeds Balance</u>	<u>Balance including Obligations</u>
		<u>\$10,781,392.00</u>	<u>\$9,040,626.75</u>	<u>\$1,740,765.25</u>	<u>\$122,529.80</u>

FINANCIAL UPDATE

2016 TIF Bond

<u>Vendor</u>	<u>Project/Services</u>	<u>Contract Amount</u>	<u>Paid to Date</u>	<u>Amount Remaining</u>	<u>% Complete</u>
F.A. Wilhelm Construction	Park East Garage - 5th deck	\$2,598,314.00	\$2,598,314.00	\$0.00	100%
12156 Meridian Associates LLC	Monon and Main Property Acquisition	1,615,330.00	1,615,330.00	0.00	100%
First Avenue Property LLC	20 1 st Ave. NE – Property Acquisition	800,365.00	800,365.00	0.00	100%
Karen Jacobs	40 1 st Ave. NE – Property Acquisition	451,727.50	451,727.50	0.00	100%
Rundell Ernstberger Assoc.	Monon Plaza design and construction administration	280,750.00	280,530.33	219.67	99%
Indianapolis Signworks	Tarkington garage signage	169,868.23	169,868.23	0.00	100%
Otto's Parking	Restriping of Tarkington Garage	10,957.00	10,957.00	0.00	100%
Hagerman Construction	Tarkington garage trash room modification	22,400.00	22,400.00	0.00	100%
C.H Garmong Construction	Monon and Main garage (Balance of Contract)	715,068.99	715,068.99	0.00	100%
SCS Construction	Construction of Christkindlmarkt Cottages	500,000.00	500,000.00	0.00	100%
Brandt Construction	Center Green Improvements	2,990,000.00	2,990,000.00	0.00	100%
Broady-Campbell	Hotel – masonry (portion of contract); to be reimbursed	138,265.02	138,265.02	0.00	100%
Chisholm Lumber	Hotel – finish carpentry (portion of contract); to be reimbursed	197,595.00	197,595.00	0.00	100%
DEEM, Inc.	Hotel – mechanical (portion of contract); to be reimbursed	491,827.86	491,827.86	0.00	100%

FINANCIAL UPDATE

EA Asphalt Services	Hotel – asphalt paving (portion of contract); to be reimbursed	26,523.10	26,523.10	0.00	100%
FE Moran, Inc.	Hotel – fire protection (portion of contract); to be reimbursed	55,830.21	55,830.21	0.00	100%
Gordon Plumbing	Hotel – plumbing (portion of contract); to be reimbursed	198,776.07	198,776.07	0.00	100%
Millennium Contractors	Hotel – sitework (portion of contract); to be reimbursed	56,567.81	56,567.81	0.00	100%
Patriot Engineering	Hotel – materials testing (portion of contract); to be reimbursed	721.50	721.50	0.00	100%
ProServ Business Products	Hotel pre-opening costs; to be reimbursed	49.61	49.61	0.00	100%
Quality Interiors	Hotel – framing/drywall (portion of contract); to be reimbursed	309,329.55	309,329.55	0.00	100%
RL Turner	Hotel – general trades (portion of contract); to be reimbursed	166,925.92	166,925.92	0.00	100%
RL Turner	Hotel – concrete (portion of contract); to be reimbursed	70,839.68	70,839.68	0.00	100%
Schindler Elevator	Hotel – elevators (portion of contract); to be reimbursed	78,300.00	78,300.00	0.00	100%
Shiel Sexton	Hotel – CM (portion of contract); to be reimbursed	<u>201,383.72</u>	<u>201,383.72</u>	<u>0.00</u>	<u>100%</u>
2016 CRC Bond Total		<u>\$12,147,715.77</u>	<u>\$12,147,496.10</u>	<u>\$219.67</u>	<u>99%</u>
		<u>Bond Proceeds</u>	<u>Paid to Date</u>	<u>Proceeds Balance</u>	<u>Balance including Obligations</u>
		<u>\$12,149,320.19</u>	<u>\$12,147,715.77</u>	<u>\$1,824.09</u>	<u>\$1,604.42</u>

FINANCIAL UPDATE

Midtown West Bond

<u>Vendor</u>	<u>Project/Services</u>	<u>Contract Amount</u>	<u>Paid to Date</u>	<u>Amount Remaining</u>	<u>% Complete</u>
Midtown Capital Partners, LLC	Midtown West Parking Garage Costs	\$11,459,388.33	\$11,355,819.32	\$103,569.01	99%
	Midtown West Bond Total	<u>\$11,459,388.33</u>	<u>\$11,355,819.32</u>	<u>\$103,569.01</u>	<u>99%</u>
	Bond Proceeds	Paid to Date	Proceeds Balance	Balance including Obligations	
	<u>\$11,459,388.33</u>	<u>\$11,355,819.32</u>	<u>\$103,569.01</u>	<u>\$0.00</u>	

PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

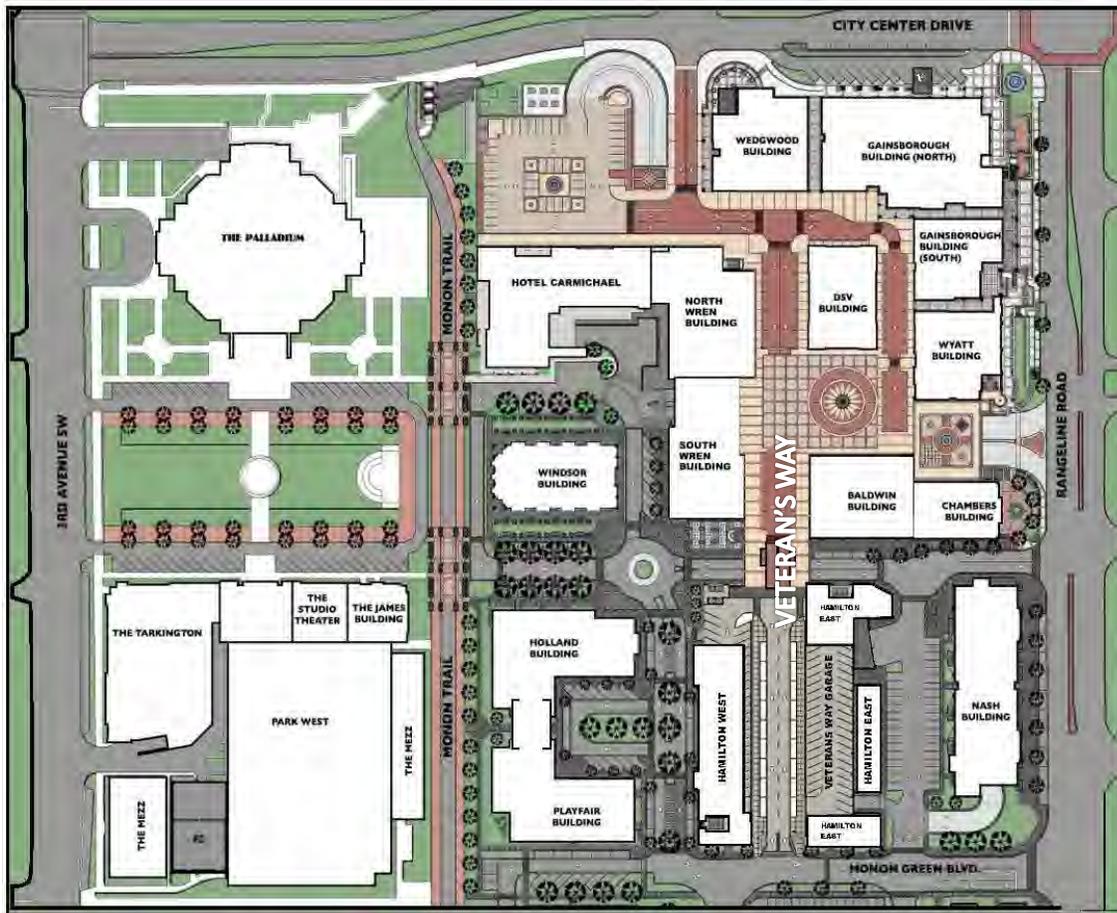


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

PROJECT UPDATES

1) Project Status – *(changes noted below.)*

CRC Contract Amounts:

City Center Bond: \$ 16,214,875.00

2016 TIF Bond: \$ 2,598,314.00 (5th Floor of Park East garage)

Site Construction Contract Amounts: \$1,442,962 – Smock Fansler, contractor - Complete

Veterans Way Extension Project Amounts: \$3,403,000 – Hagerman, contractor – Complete

Parcel 73 Site work: \$149,600 – Smock Fansler, contractor

PROJECT	USE	PROJECT DATES	DESIGN RENDERINGS PROVIDED BY PEDCOR
Veterans Way Garage	<p>A five-story parking structure with 735 parking spaces</p> <p>Open to the public on 9/22/17</p>	<p>Completed in May 2017</p> <p>Contract Amt. \$13,954,683</p>	
Baldwin/Chambers	<p>A four story building, of approximately 64,000 square feet, which will include luxury apartments and commercial retail/office space.</p> <p>Approx. 26 Apartments</p> <p>Hagerman is the contractor.</p>	<p>Completed in June 2018</p>	
Pedcor Office 5	<p>A two story building, of approximately 20,000 square feet, which will include office space.</p>	<p>Start: Fall 2015</p> <p>Completed Q4 2017</p>	<p>Tenants have moved into the new building</p>

PROJECT UPDATES

<p>Kent</p>	<p>A three story building, of approximately 111,000 square feet of luxury apartments.</p> <p>Site drawings were approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p>	<p>Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Site Work has commenced</p> 
<p>Hamilton (Park East commercial/residential buildings)</p>	<p>Drawings for Hamilton East have been approved by the CRC Architectural Committee.</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018 Hamilton West – Under Design</p>
<p>Playfair and Holland</p>	<p>A five story building, of approximately 126,000 square feet, which will include luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Approx. 99 Apartments</p>	
<p>Windsor</p>	<p>A four story building, of approximately 64,000 square feet.</p>	<p>Est. Start: 2018</p>	<p>Design has not started.</p>
<p>Wren</p>	<p>A six story building of approximately 157,000 square feet, which will include luxury apartments and commercial office/retail space.</p>	<p>Est. Start: 2020</p>	

PROJECT UPDATES

Hotel (see section below)	A boutique hotel with 122 rooms	Start: 2018 Completion: Q2 2020	CRC has hired a project manager, branding consultant, and architect to begin design and planning of the hotel. Financing is proceeding.
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Note: All completion dates indicated above are per the Completion Guaranties executed between the CRC and Pedcor. Should Pedcor miss these dates they are obligated to cover the debt obligations.

2) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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3) CRC Commitments

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

Most significantly, the CRC committed to publicly bid a four-story parking garage with not less than 620 parking spaces which has been completed and is available for public use. The CRC also commits to coordinate any significant site plan changes requested by Pedcor with City Council.

PROJECT UPDATES

HOTEL CARMICHAEL – CITY CENTER

- 1) Developer Partner(s): Pedcor
- 2) Economic Development Area: City Center
- 3) Project Summary: 4-4.5 Star Boutique Hotel
 - 1) 122 Room/Key count
 - 2) Approximately 110,000 in gross square feet of hotel space
 - 3) Approximately 5,500 gross square feet of meeting area available
 - 4) Restaurant, Club, Bar, and Lounge facilities available with views of the Palladium and the Monon Trail

Total project budget: \$58,561,236

4) Anticipated Project Schedule

Design Start	2017
Construction Start	2018
Construction Complete	2020

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

ACTION ITEM	CITY COUNCIL	CRC
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7) CRC Commitments

The CRC will be involved with development and construction of the hotel building.



PROJECT UPDATES



PROSCENIUM

- 1) Developer Partner(s): Anderson Birkla
- 2) Economic Development Area: 126th Street
- 3) Project Summary: Mixed-use development, multiple buildings.
 - 1) 224 Apartments
 - 2) Approx. 140,000 SF of office and retail space
 - 3) Approx. 654 parking spaces (public and private)

Total project budget: \$60,000,000

4) Anticipated Project Schedule

Design Start	2016
Construction Start	2018
Construction Complete (tentative)	2020

5) Construction Milestones: Demolition is complete.

6) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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7) CRC Commitments

No commitments by the CRC have been made.

The City will be relocating and burying Duke Energy’s transmission line and completing road improvements adjacent to the development.

PROJECT UPDATES

MIDTOWN EAST

- 1) Developer Partner(s): Old Town Development / Ambrose/ JC Hart
- 2) Economic Development Area: Old Town
- 3) Project Summary: Mixed-use development, multiple buildings.
Secured Tenants: Allied Solutions and FC Tucker
- 4) Total project budget: \$70,000,000
Bond Proceeds:
Phase 1 - \$9,371,465.73
Phase 2 - \$6,250,000.00
CRC Contracts Amount:
North Garage - \$9,137,000.00
South Garage - \$5,200,000.00
- 5) Anticipated Project Schedule



Allied Building	Complete Oct. 2017
Midtown North Garage	Complete Oct. 2017
Sun King Building	Complete Summer 2018
Midtown South Garage	Complete Summer 2018
Midtown South Office	Complete Summer 2018
Midtown Flats Apartments	Complete Winter 2019/2020

- 6) Construction Milestones: North Garage Complete; South Garage Complete; South Office Complete; South Apartments – foundations and podium complete, erecting wood structure
- 7) CRC Commitments
 - Build public plaza.
 - Build two public parking garages with TIF proceeds.

PROJECT UPDATES

MONON & MAIN

- 1) Developer Partner(s): Monon and Main, LLC
- 2) Economic Development Area: Old Town
- 3) Project Summary: Restaurant (12,000 sq. ft.), Seven townhomes (3,000 sq. ft.), office (40,000 sq. ft.), parking garage (200 parking spaces).
- 4) Total project budget: \$20,000,000
- 5) Anticipated Project Schedule

TIF Request	2016
Design Start	2016
Construction Start	Spring 2017
Construction Complete	Summer 2018



- 6) Construction Milestones: Steel structure erected, Garage precast erected, buildings closed in, masonry starting on exterior, beginning work on interior, restaurant construction complete
- 7) CRC Commitments
Fund parking garage with TIF installment contract, Construct Monon Boulevard, Purchase ROW and garage parcel, design and build upgraded south façade of garage
- 8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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PROJECT UPDATES

MONON - URBAN SECTION

- 1) Project Summary: Monon enhancements in the urban section, between 1st Street NW and City Center Drive – including Arts & Design District and Midtown.
- 2) Total project budget: \$20-23 million
- 3) Anticipated Project Schedule

Design Start	2016
Construction Start	September 2017

- 4) The design team, Rundell Ernstberger, along with Crossroads Engineering, is currently working on construction documents for the Monon Plaza and Phase 2. Bids were opened and the project awarded to White Construction. Phase 1 will include the north and southbound boulevard and the sidewalks on either side from Main Street to the new 4th Street. Midtown Plaza awarded in May 2018 and Phase 2 bid out in May 2018.



Respectfully submitted,

CRC Staff
Carmel Redevelopment Commission/Department
May 26, 2020
Prepared for David Bowers and Jeff Worrell
-End Report-

Carmel Music & Film Festival
Report to Council
5-18-2020

Board:

- Two meetings since my last report of 4-20-2020
 - 5-7-2020
 - Approved entering into contracts with two experienced film festival managers (Stuart Lowry and Tim Irwin)
 - To serve as part-time co-artistic directors for the film component
 - Provide planning and curating services
 - Coordinate efforts with artistic director for music
 - 5-12-2020
 - Review budget and draft of timeline schedule

Branding:

- Logo in final stages. The graphic design firm presented a Festival logo design concept which the executive director presented to the board. It was well received.

Development:

- The executive director met with an experienced fund development consultant team who submitted a significantly discounted proposal for cultivating grant and foundation funding prospects. That team is ready to begin once additional Festival operational funds become available.

Talent:

- The Festival team is scouting opportunities to access talent that is now be available to book next May due to nationwide cancellations of this year's spring and summer music and film festivals.
- Many filmmakers will also be releasing films next year that have been delayed in completion for release this year.
- The impact of the pandemic is creating a limited window of time for booking talent now that otherwise would not have been available, to take advantage of such opportunities, assurance of funding is necessary to act.

Presentation:

- With input from the board, the Festival executive team has worked together to prepare the updated informational package about the Carmel Music and Film Festival which will be presented to the Council during the meeting.

Stuart Lowry

Stuart Lowry is a past creative consultant for the Indiana Economic Development Corporation. He travelled the State to assist in gathering updates and leading idea formation for the regional cities \$126 million grant programs. Prior to this role he served as President of Heartland Film, re-organizing operations which lead to securing a \$5 million-dollar grant to ensure Heartland's fiscal sustainability.

As Director of Indy Parks and Recreation for the city of Indianapolis from 2008 to 2012, Lowry led a team of over 400 full-time staff and 800 part-time and seasonal staff, administering an annual budget of \$29 million. Lowry revamped the summer food program which feeds all the children in Marion County who qualify for food assistance. He established a new farm site, Indy Urban Acres, and created weekend backpack food programs for families. Indy Parks has approximately 11,000 acres of diverse properties across 400 square miles which includes over 60 miles of greenways trails.

Lowry served as Director of Family Programs at White River State Park where he directly oversaw grant writing and implementation of family programs.

As Director of Interpretation for The Children's Museum of Indianapolis, Lowry managed exhibits and programs departments with 19 full-time and 80 part-time staff. He directly oversaw eleven exhibits, the planetarium, and a 350-seat children's theatre. He helped create and staff the museum's distinctive Dinosphere.

Lowry served as Associate Director of Family Programs at Conner Prairie, managing program and staff budgets to connect living history resources to dynamic family learning initiatives. He created classroom pre-school experiences and outdoor family concert series on the symphony shell.

He served as producer and co-founder of Kids First, Inc., assisting with all aspects of creating and producing children's radio. This successful initiative led to the creation of a 24-hour FM station WITT which is still on the air in central Indiana.

Lowry graduated from Dartmouth College with a B.A. in Creative Writing in 1985. He has studied abroad in Blois, France.

Mr. Lowry is a published children's author, served as Indiana's Regional Advisor for the Society of Children's Book Writers and Illustrators, and is a past President of the Dramatic Club of Indianapolis.

He enjoys great meals with his family, cycling, and long walks with his dog around the neighborhood. He and his wife of 30 years, Gail, have two daughters, Annalise (25) and Juliette (22).

Tim Irwin

tim@artrageouswithnate.com | (317) 670-8826

Tim Irwin is the executive producer of “Artrageous with Nate,” a video series focused on highlighting creativity and culture. Founded by Nate Heck, “Artrageous with Nate” was previously distributed domestically by WFYI and PBS Digital Studios. When Irwin came on board his primary goal was to expand the reach of “Artrageous with Nate” beyond its existing online presence while retaining its central audience of educators, youth, and millennials around the world. To that end Irwin executive produced a full length pilot episode of the show in 2019, traveling to Spain with a small crew to capture footage of Salvador Dali’s home in Cadaqués, and gaining exclusive access to the 3D printing lab underneath architect Antoni Gaudi’s La Sagrada Familia in Barcelona to understand how the world famous basilica is continually being built. This pilot episode, along with other new endeavors, are currently being used by “Artrageous with Nate” to expand its reach globally and in Central Indiana.

Previously, as Artistic Director of Heartland Film, one of the largest film festivals in the Midwest, Irwin curated and programmed the annual Heartland Film Festival. In this role he was responsible for conceiving, developing, budgeting, and implementing the artistic and programmatic focus of the Festival, and protecting and enhancing the artistic integrity of the Festival. The film selection process he spearheaded was a central element of the recognition of Heartland Film by the National Endowment of the Arts. He also was responsible for bringing together an eclectic group of film enthusiasts as volunteers to help the non-profit capitalize on the community’s involvement. Irwin also guided fundraising for Heartland Film in a programmatic fashion, identifying thematic commonalities to achieve sponsor/donor goals.

Irwin holds a degree in Philosophy from Purdue University, and prior to that spent almost the entirety of his childhood in Pakistan. This overseas experience enabled him to develop a thoughtful international worldview that fosters a deliberate, multi-faceted approach to professional tasks and challenges. He has a strong background in project and personnel management, and experience with different elements of nonprofit management including success working with grants, maintaining and nurturing a small team of passionate employees, and working directly with the details and execution of major events.

When not otherwise engaged, Irwin spends a great deal of time with his wife and two young children, and engages in freelance photography and videography. For the past several years he has also been a featured speaker on various aspects of film history at Mickey’s Camp, an annual charitable event founded by Mickey Maurer that allows leaders in the greater Indianapolis community a chance to unwind in a relaxing setting with a substantial portion of the proceeds being donated to Central Indiana charities.

ORDINANCE NO. D-2513-20

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING CHAPTER 4, ARTICLE 5, SECTION 4-98 OF THE CARMEL CITY CODE**

Synopsis: This ordinance codifies the process of applying for economic development incentives from the City of Carmel.

WHEREAS, the Common Council of the City of Carmel (the “Council”) has a direct interest in promoting the economic development of the City of Carmel; and

WHEREAS, when appropriate, the Council may desire to support the economic development of the City of Carmel through the offering of various incentives; and

WHEREAS, in order to provide an objective and consistent basis for comparing the impact and merits of economic development projects in consideration of incentives offered in support of said projects, the City has created an economic impact analysis tool; and

WHEREAS, it is in the best interest of the citizens of Carmel to standardize and improve the process of reviewing and granting economic incentives for development within the City.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Carmel, Indiana, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. Carmel City Code Section 4-98 should be and hereby is amended to read as follows:

“§ 4-98 ~~Tax Abatement Areas~~ Economic Revitalization Areas.
(Reserved) Prior to, or contemporaneously with, submitting a resolution to the Council requesting the designation of an Economic Revitalization Area pursuant to Indiana Code § 6-1.1-12.1, a petitioner seeking economic development incentives shall submit to the City Clerk all information necessary to perform an Economic Impact Analysis using the City’s Economic Impact Analysis Tool. The City Clerk will keep a copy of the City’s Economic Impact Analysis Tool, as it may be amended by the Common Council from time to time, on file and open to public inspection.”

Section 3. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

Ordinance D-2513-20
Page One of Two Pages

47 Section 4. If any portion of this Ordinance is for any reason declared to be invalid by a court of
48 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance
49 so long as enforcement of same can be given the same effect.

51 Section 5. This Ordinance shall be in full force and effect from and after the date of its passage
52 and signing by the Mayor.

54 PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2020,
55 by a vote of ____ ayes and ____ nays.

57 COMMON COUNCIL FOR THE CITY OF CARMEL

60 _____
61 Laura D. Campbell, President Sue Finkam, Vice-President

63 _____
64 H. Bruce Kimball Kevin D. Rider

65 _____
66 Anthony Green Jeff Worrell

69 _____
70 Timothy J. Hannon Miles Nelson

72 _____
73 Adam Aasen

74 ATTEST:
75 _____
76 Sue Wolfgang, Clerk

78 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
79 _____ 2020, at _____ .M.
80 _____
81 Sue Wolfgang, Clerk

83 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
84 _____ 2020, at _____ .M.
85 _____
86 _____
87 James Brainard, Mayor

88 ATTEST:
89 _____
90 Sue Wolfgang, Clerk

92 Ordinance D-2513-20
93 Page Two of Two Pages

This Ordinance was prepared by Jon Oberlander, Carmel Assistant Corporation Counsel, on 3/3/20 at 2:46 PM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

MEMORANDUM

TO: Carmel City Council
FROM: Adrienne Keeling
Department of Community Services
SUBJECT: Z-651-20
DATE: May 8, 2020

Please find information on the following item forwarded by the Plan Commission. This item will appear on your March 18th agenda.

Forwarded with a favorable recommendation:

Ordinance Z-651-20 (Docket No. 20010010 Z): Kirk Property C2 Rezone.

The applicant seeks to rezone 9 parcels, including addresses 12345, 12415, 12425 Old Meridian Street and 1185 West Carmel Drive, from the UC/Urban Core District and UR/Urban Residential District to the C-2/Mixed Use District. The site is generally located at the southeast corner of Old Meridian Street and Carmel Drive. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

Project Overview:

The purpose of this proposal is to position approximately 23 acres along the Old Meridian Street corridor for future redevelopment in partnership with the Carmel Redevelopment Commission. The rezone proposal includes the Kirk Furniture store and related buildings as well as three single-story office and medical buildings at the southeast corner of Old Meridian Street and Carmel Drive.

There are no specific building or site plans to review. Should redevelopment be proposed, DOCS would work with the developer and CRC to plan for better connectivity throughout the site, including coordinated entrances along Old Meridian Street and a plan for north-south connectivity from Carmel Drive to City Center Drive. As is standard for the C2 District, a public hearing would be held for the Development Plan by the Plan Commission Hearing Officer.

For purpose of comparison, the permitted uses and development standards of the **C2/Mixed Use**, **UC/Urban Core** and **UR/Urban Residential** Districts are also enclosed for your review. The standards of each District are established in Article 2 of the Carmel Unified Development Ordinance (UDO). You may view the UDO in its entirety online by clicking on *Codes & Ordinances* in the Department of Community Services' website: www.carmeldocs.com.

Plan Commission Overview:

The Department presented a location map which outlined the proposal, and noted that, while Kirk Furniture does not intend to close for business, the changing trends in the retail industry have caused the Kirk family to consider the future of their 15+ acre site. Staff also explained the rationale of also including the office buildings to the north of the Kirk site as an opportunity to coordinate a larger master plan and connectivity. No members of the public spoke at the public hearing. The Plan Commission forwarded the proposed rezoning to City Council with a favorable recommendation.

The information in this packet is arranged in the following order:

1. Plan Commission Certification (expires July 26, 2020).
2. Aerial Map
3. Surrounding Zoning Map
4. C2, UC and UR Districts Permitted Uses and Development Standards
5. Proposed Ordinance Z-651-20

**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-651-20**

Kirk Property Rezone – UC and UR to C2

CARMEL CITY CLERK
APR 27 2020
TIME: _____

**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. 20010010 Z**) **petitioning to rezone 9 parcels to C2/Mixed Use District.**

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

At its virtual meeting on April 23, 2020, the Carmel Plan Commission voted Eight (8) in Favor, Zero (0) Opposed, One (1) Recused, to forward to the Common Council the proposed **Ordinance No. Z-651-20** 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 Sunday, July 26, 2020.

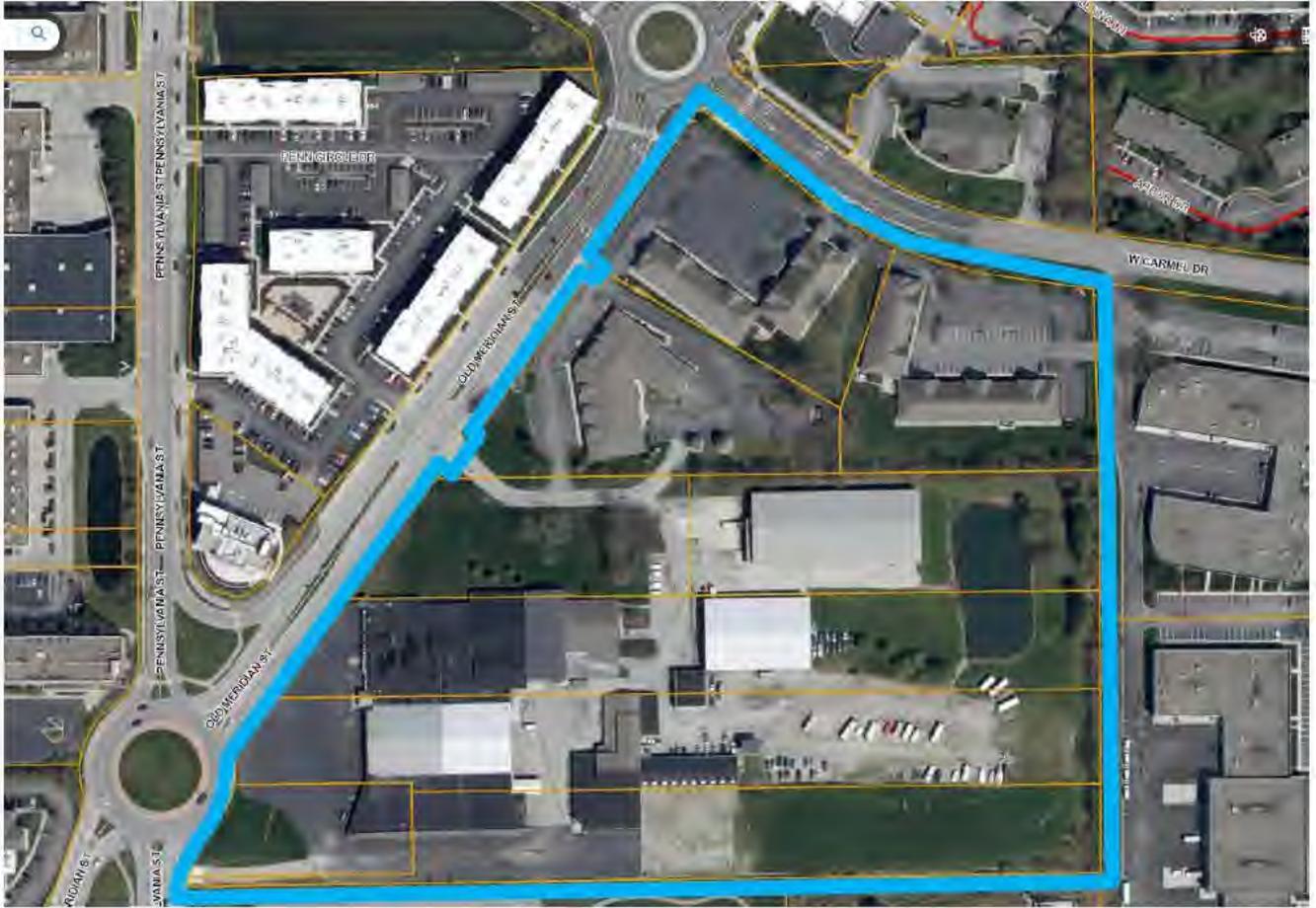
CARMEL PLAN COMMISSION

BY: 
Brad Grabow, President

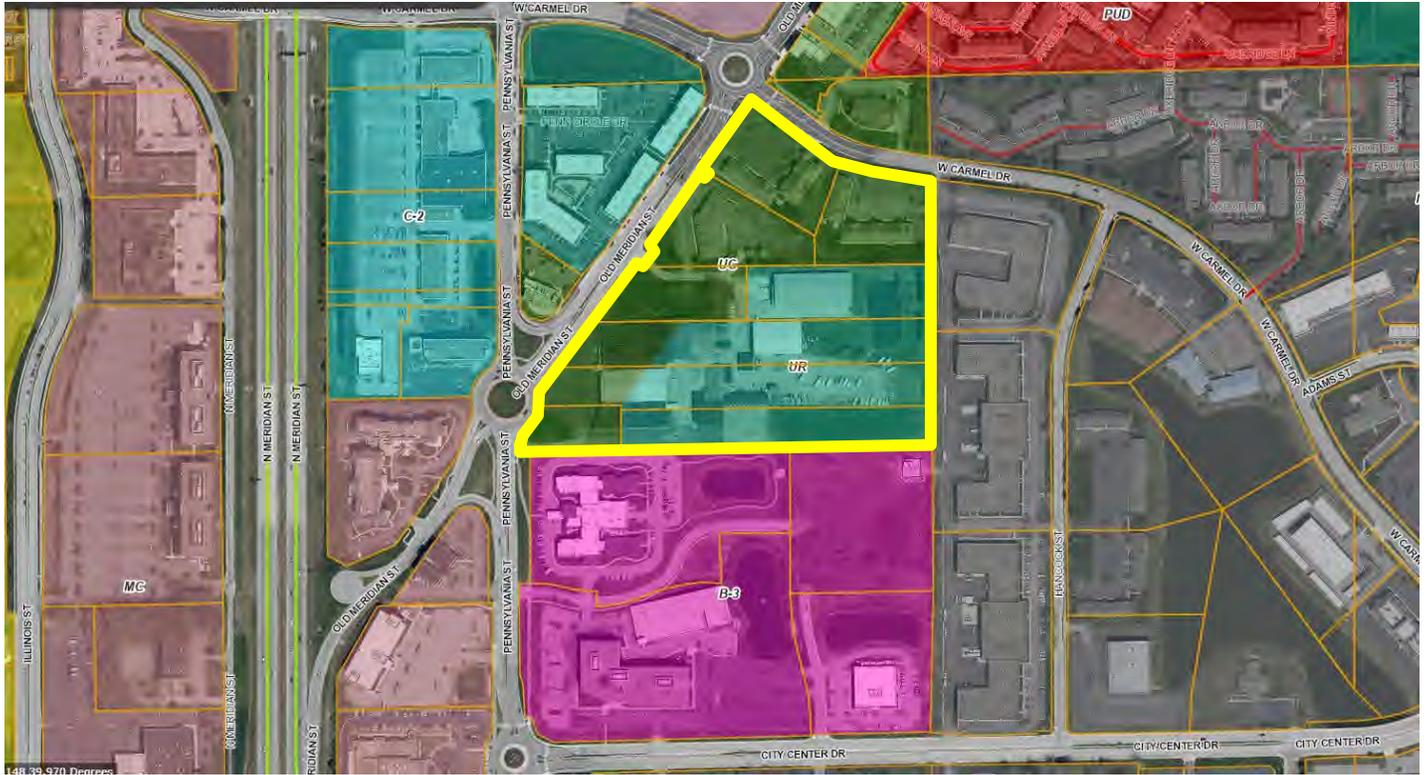
ATTEST:


Joe Shestak, Secretary
Carmel Plan Commission
Dated: April 27, 2020

AERIAL MAP



SURROUNDING ZONING MAP

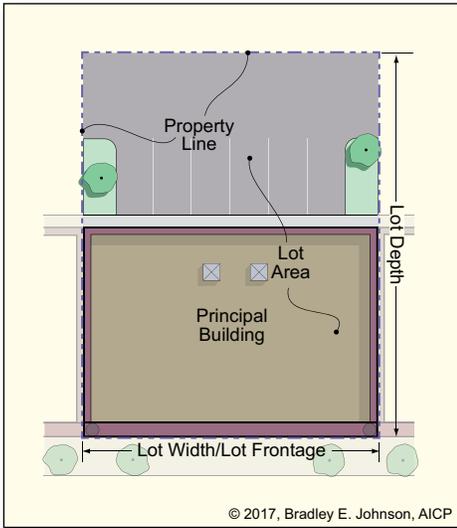


C2 District

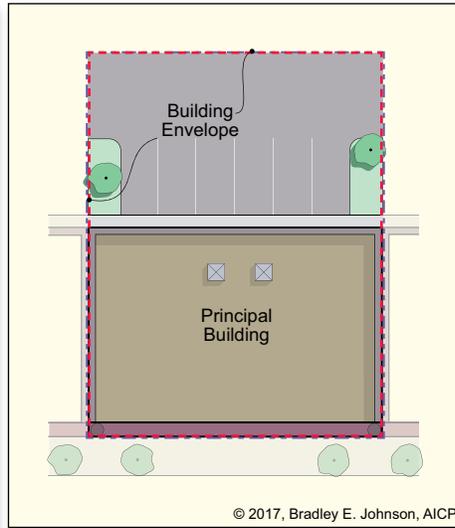
2.35 C2 District Intent, Permitted Uses and Special Uses

Intent	Permitted Uses	Special Exception/Special Use
<p>The purpose of the C2 Mixed Use District is to define and support land areas for the redevelopment of parcels in the North Central and South Central areas of the City. The intent of the City of Carmel is that all redevelopment proposals for this area should incorporate significant civic value and mercantile activity and provide opportunities to improve the fabric of the urban setting. It is further intended that the availability of C2 zoning in this area should foster a successful public/private relationship between the City of Carmel and prospective developers, while ensuring the compatibility of any redevelopment proposals with existing building codes and zoning regulations</p>	<p>Cultural/Entertainment Permitted Use</p> <ul style="list-style-type: none"> • art and music center • art gallery • catering establishment • hotel • hotel (full service) • indoor theater • meeting or party hall • museum • outdoor theater • restaurant, without drive-thru food sales • tavern/night club <p>Industrial Permitted Use</p> <ul style="list-style-type: none"> • artisan industrial <p>Institutional Permitted Use</p> <ul style="list-style-type: none"> • library • public service facility <p>Office Permitted Use</p> <ul style="list-style-type: none"> • general office • professional office <p>Recreational Permitted Use</p> <ul style="list-style-type: none"> • community center • commercial recreational facility, indoor • park, public <p>Residential Permitted Use</p> <ul style="list-style-type: none"> • accessory dwelling • dwelling, multiple family • attached dwelling • dwelling, single-family • dwelling, two-family • model home • short term residential rental <p>Retail and Service Permitted Use</p> <ul style="list-style-type: none"> • dry cleaning (without on-site plant) • financial institution • general retail • general service • tattoo studio • wholesale sales <p>Temporary Permitted Use</p> <ul style="list-style-type: none"> • construction facility • firework sales • food stand • model home • special event, outdoor <p>Accessory Permitted Use</p> <ul style="list-style-type: none"> • automated teller machine (atm) • bona fide servants quarters • guest house • home occupation • parking garage • private parking area • private swimming pool • residential kennel 	

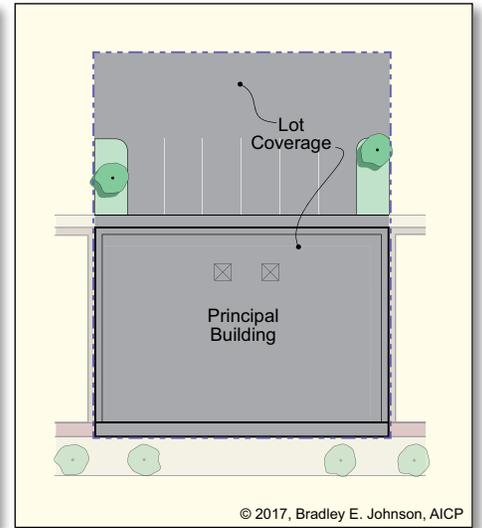
2.36 C2 District Development Standards



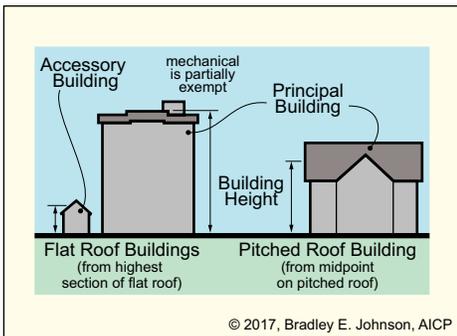
- Minimum Lot Area**
 - not applicable
- Minimum Lot Width**
 - not applicable
- Minimum Lot Frontage**
 - not applicable
- Public Utilities**
 - required community water hookup
 - required sanitary sewer system hookup



- Minimum Front Yard Setback**
 - not applicable
 - See [Section 5.03](#) for accessory building setbacks
- Minimum Side Yard Setback**
 - not applicable
 - See [Section 5.03](#) for accessory building setbacks
- Minimum Rear Yard Setback**
 - not applicable
 - See [Section 5.03](#) for accessory building setbacks



- Maximum Lot Coverage**
 - 80%
- Minimum Living Area per Dwelling**
 - not applicable
- Minimum Ground Floor Area**
 - not applicable
- Maximum Principal Buildings per Lot**
 - not applicable
- Development Plan Required**
 - yes
- ADLS Required**
 - yes



- Maximum Building Height**
 - 75 feet for a principal building
 - 35 feet for a principal building when adjacent to single-family residences
 - maximum 6 stories for principal building
 - 18 feet for an accessory building

Additional Development Standards that Apply

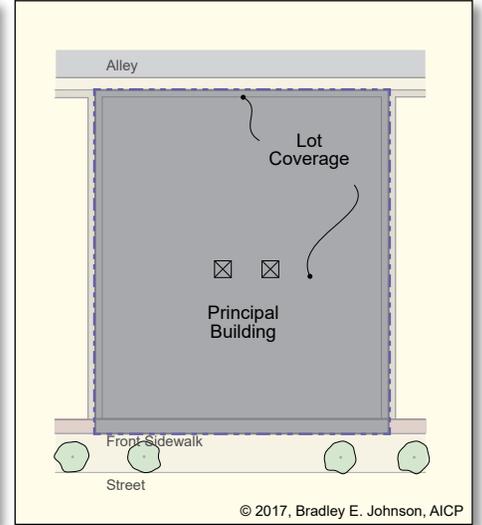
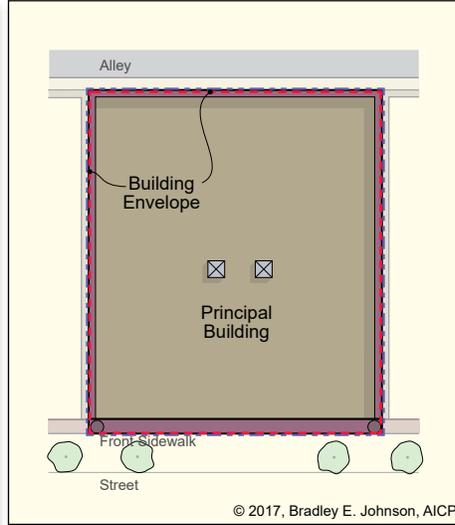
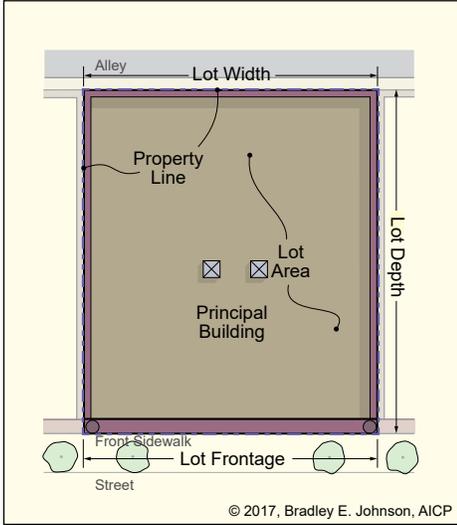
<ul style="list-style-type: none"> Accessory Building and Use <ul style="list-style-type: none"> • AB-02.....pg. 5-5 Density and Intensity <ul style="list-style-type: none"> • DI-01.....pg. 5-12 Fence and Wall <ul style="list-style-type: none"> • FW-01.....pg. 5-13 Floodplain <ul style="list-style-type: none"> • FP-01.....pg. 5-15 Grading and Drainage <ul style="list-style-type: none"> • GD-01.....pg. 5-17 Height <ul style="list-style-type: none"> • HT-01.....pg. 5-18 Home Occupation <ul style="list-style-type: none"> • HO-01.....pg. 5-21 Landscaping <ul style="list-style-type: none"> • LS-03.....pg. 5-29 Lot <ul style="list-style-type: none"> • LO-01.....pg. 5-30 • LO-02.....pg. 5-30 	<ul style="list-style-type: none"> Parking <ul style="list-style-type: none"> • PK-01.....pg. 5-34 • PK-02.....pg. 5-36 • PK-03.....pg. 5-39 Recreational Vehicle <ul style="list-style-type: none"> • RV-01.....pg. 5-45 Premises Identification <ul style="list-style-type: none"> • PI-01.....pg. 5-46 Setback <ul style="list-style-type: none"> • SB-01.....pg. 5-47 • SB-03.....pg. 5-47 Signs <ul style="list-style-type: none"> • SI-01.....pg. 5-48 Telecommunication Facility <ul style="list-style-type: none"> • TC-01.....pg. 5-59 Temporary Use and Structure <ul style="list-style-type: none"> • TU-01.....pg. 5-60 • TU-02.....pg. 5-60 • TU-04.....pg. 5-62 • TU-06.....pg. 5-64 	<ul style="list-style-type: none"> Use-Specific <ul style="list-style-type: none"> • US-20.....pg. 5-67 Utility Service <ul style="list-style-type: none"> • UT-01.....pg. 5-71 Weed and Solid Waste <ul style="list-style-type: none"> • WS-01.....pg. 5-73 Wellhead Protection <ul style="list-style-type: none"> • WP-01.....pg. 5-74 Yard <ul style="list-style-type: none"> • YS-01.....pg. 5-78 • YS-03.....pg. 5-79 Zero Lot Line <ul style="list-style-type: none"> • ZL-01.....pg. 5-80
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UC District

2.37 UC District Intent, Permitted Uses and Special Uses

Intent	Permitted Uses	Special Exception/Special Use
<p>The purpose of the Urban Core (UC) District is to establish a tool for urban development to be applied to build-out Midtown, City Center, Merchants Square, the Science and Technology Park, and transit hubs. The intent is promote fully mixed-use, transit oriented district with region-serving businesses and entertainment opportunities, employment, residences, and all day vitality and culture.</p> <p>The Urban Core (UC) District is not intended to be used where it would conflict with suburban residential areas. However, it may be used adjacent to such residential areas when a proper transition between such use is utilized. Additionally, lighting, noise, traffic, odors, and height transitions should be strictly regulated to protect existing single family neighborhoods.</p> <p>The Urban Core is not intended for ground floor residential. However, upper story residential is encouraged. The Urban Core (UC) District may be used adjacent to commercial, multiple-family, or high density single-family residential districts.</p> <p>The Urban Core District development emphasizes pedestrian and bicycle accessibility to goods, services, entertainment and amenities.</p>	<p>Cultural/Entertainment Permitted Use</p> <ul style="list-style-type: none"> • art and music center • art gallery • catering establishment • hotel • hotel (full service) • indoor theater • meeting or party hall • museum • outdoor theater • restaurant, without drive-thru food sales • stadium or coliseum • tavern/night club <p>Educational Permitted Use</p> <ul style="list-style-type: none"> • any private or public education facility <p>Industrial Permitted Use</p> <ul style="list-style-type: none"> • artisan industrial <p>Institutional Permitted Use</p> <ul style="list-style-type: none"> • hospital • library • post office • public service facility <p>Office Permitted Use</p> <ul style="list-style-type: none"> • clinic or medical health center • general office • professional office • research laboratory/facility • training facility <p>Recreational Permitted Use</p> <ul style="list-style-type: none"> • any public park facility • commercial recreational facility, indoor • private club or lodge <p>Residential Permitted Use</p> <ul style="list-style-type: none"> • bed and breakfast (upper floors only) • dwelling, multiple family (upper floors only) • nursing/retirement/convalescent facility • short term residential rental <p>Retail and Service Permitted Use</p> <ul style="list-style-type: none"> • general retail (ground floor only)* • general service (ground floor only)* <p>Miscellaneous Permitted Use</p> <ul style="list-style-type: none"> • motor bus or railroad passenger station <p>Temporary Permitted Use</p> <ul style="list-style-type: none"> • construction facility • firework sales • model home (upper floors only) • special event, outdoor <p>Accessory Permitted Use</p> <ul style="list-style-type: none"> • automated teller machine (atm) • community gardens • home occupation • outdoor dining • parking garage • private parking area • private swimming pool • urban agriculture <p><i>* See Use-Specific Standards in Article 5, 5.48 through 5.72 for additional standards that apply</i></p>	<p>Industrial Special Use</p> <ul style="list-style-type: none"> • light manufacturing • printing/publishing establishment • storage/distribution facility <p>Residential Special Use</p> <ul style="list-style-type: none"> • dwelling, multiple family (first floors only)* • dwelling, single family (first floors only)* <p><i>* See Use-Specific Standards in Article 5, 5.48 through 5.72 for additional standards that apply</i></p>

2.38 UC District Development Standards



Minimum Lot Area

- not applicable

Minimum Lot Width

- not applicable

Minimum Lot Frontage

- not applicable

Public Utilities

- required community water hookup
- required sanitary sewer system hookup

Minimum Front Yard Setback

- 0 feet for a principal building
- 10 feet for an accessory building
- 50 feet for surface parking

Maximum Front Yard Setback

- 2 feet, for 65% to 100% of all street-facing facades of a principal building
- 10 feet, for up to 35% of all street-facing facades of a principal building
- no maximum for accessory buildings and surface parking

Minimum Side Yard Setback

- 40 feet for surface parking and accessory buildings
- 4 or 0 feet per [Section 5.06](#) for principal buildings

Maximum Side Yard Setback

- 20 feet for a principal building

Minimum Rear Yard Setback

- 40 feet for surface parking and accessory buildings
- otherwise not applicable

Maximum Rear Yard Setback

- 5 feet for a principal building when adjacent to an alley
- 20 feet for a principal building otherwise

Maximum Lot Coverage

- 100%

Minimum Living Area per Dwelling

- minimum average of 500 square feet

Minimum Floor Area

- See [Section 5.12](#)

Maximum Principal Buildings per Lot

- not applicable

Minimum Principal Buildings per Lot

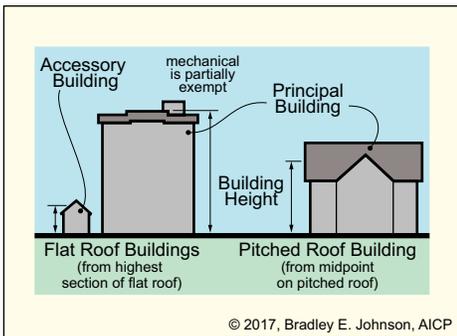
- See [Section 5.06\(D\)](#)

Development Plan Required

- yes

ADLS Required

- yes



Maximum Building Height

- 4 stories for principal building when 50 feet from the shared property line with any district other than P1, UR, B2, B6, C1, C2, UC or MC
- 5 stories for principal building, plus up to 3 additional stories per [Section 5.16](#) in all other districts
- 18 feet for an accessory building

Minimum Building Height

- 4 stories for principal building when the subject lot is partially or fully within 1,000 feet of a major intersection
- 3 stories for principal building in all other locations

Additional Development Standards that Apply

Architectural

- AR-03.....pg. 5-8

Density and Intensity

- DI-01.....pg. 5-12

Fence and Wall

- FW-01.....pg. 5-13

Floodplain

- FP-01.....pg. 5-15

Floor Area

- FA-02.....pg. 5-16

Grading and Drainage

- GD-01.....pg. 5-17

Height

- HT-01.....pg. 5-18
- HT-03.....pg. 5-19

Home Occupation

- HO-01.....pg. 5-21

Lot

- LO-01.....pg. 5-30
- LO-02.....pg. 5-30

Parking

- PK-01.....pg. 5-34
- PK-02.....pg. 5-36
- PK-05.....pg. 5-43

Recreational Vehicle

- RV-01.....pg. 5-45

Premises Identification

- PI-01.....pg. 5-46

Setback

- SB-01.....pg. 5-47
- SB-03.....pg. 5-47

Signs

- SI-01.....pg. 5-48

Telecommunication Facility

- TC-01.....pg. 5-59

Temporary Use and Structure

- TU-01.....pg. 5-60
- TU-04.....pg. 5-62
- TU-06.....pg. 5-64

Use-Specific

- US-13.....pg. 5-66
- US-14.....pg. 5-66
- US-24.....pg. 5-69

Utility Service

- UT-01.....pg. 5-71

Weed and Solid Waste

- WS-01.....pg. 5-73

Wellhead Protection

- WP-01.....pg. 5-74

Zero Lot Line

- ZL-01.....pg. 5-80

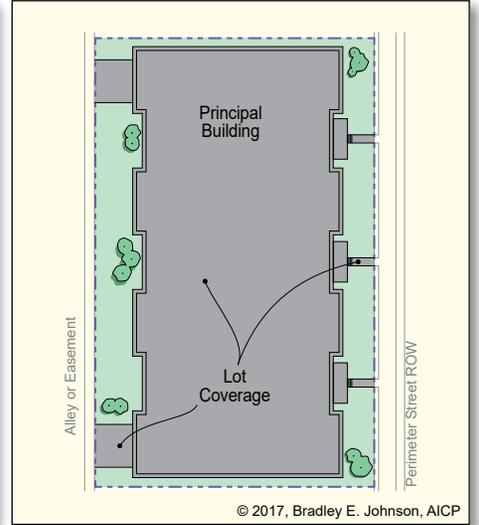
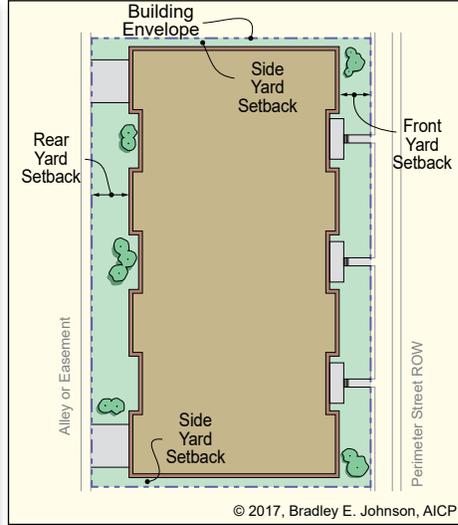
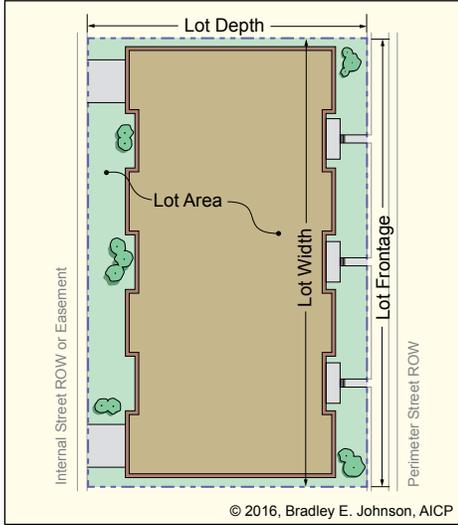
2.17 UR District Intent, Permitted Uses and Special Uses

Intent
<p>The purpose of the Urban Residential (UR) District is to establish a tool for urban dwellings within walking distance to commercial and activity nodes like Old Town, Midtown, and City Center; and to transit nodes. This district can also be used in the redevelopment of Merchants Square. The use should predominantly be residential, but complementary mixed-use on ground floors is appropriate.</p> <p>The Urban Residential District is not intended to be used when surrounded by the Urban Core (UC) District. Rather, it is intended as support to those districts and transitional from those districts to single-family residential districts.</p> <p>The Urban Residential District should be designed first for pedestrian and bicycle accessibility, thus emphasizing non-vehicular connections to nearby goods, services, entertainment and amenities.</p>

Permitted Uses
<p>Cultural/Entertainment Permitted Use</p> <ul style="list-style-type: none"> • restaurant, without drive-thru food sales (ground floor only) <p>Institutional Permitted Use</p> <ul style="list-style-type: none"> • public service facility <p>Office Permitted Use</p> <ul style="list-style-type: none"> • general office* • professional office* <p>Recreational Permitted Use</p> <ul style="list-style-type: none"> • park, public • public plaza • rooftop parks and gardens <p>Residential Permitted Use</p> <ul style="list-style-type: none"> • dwelling, multiple family • dwelling, single-family attached <p>Retail and Service Permitted Use</p> <ul style="list-style-type: none"> • financial institution (ground floor only) • food stand (ground floor only) • general retail* • general service* <p>Accessory Permitted Use</p> <ul style="list-style-type: none"> • athletic courts • fitness facility • home occupation • outdoor dining • private swimming pool • private surface parking area
<p><i>* See Use-Specific Standards in Article 5, 5.48 through 5.72 for additional standards that apply</i></p>

Special Exception/Special Use
<p>Office Special Use</p> <ul style="list-style-type: none"> • general office (second floor only) • professional office (second floor only) <p>Residential Special Exception</p> <ul style="list-style-type: none"> • short term residential rental <p>Accessory Special Use</p> <ul style="list-style-type: none"> • parking garage • podium parking (first floor only)

2.18 UR District Development Standards



Minimum Lot Area

- not applicable

Minimum Lot Width

- not applicable

Minimum Lot Frontage

- not applicable

Public Utilities

- required community water hookup
- required sanitary sewer system hookup

Minimum Front Yard Setback

- 0 feet for a principal building
- 10 feet for an accessory building
- 50 feet for surface parking

Maximum Front Yard Setback

- 10 feet, for 40% to 100% of all street-facing facades of a principal building
- 20 feet, for up to 60% of all street-facing facades of a principal building
- no maximum for accessory buildings and surface parking

Minimum Side Yard Setback

- 5 or 0 feet per Section 5.06 for principal buildings
- 6 feet for an accessory building and surface parking

Maximum Side Yard Setback

- not applicable

Minimum Rear Yard Setback

- not applicable

Maximum Rear Yard Setback

- 6 feet for surface parking
- 10 feet when adjacent to an alley
- 20 feet when not adjacent to an alley

Maximum Lot Coverage

- 80%

Minimum Living Area per Dwelling

- minimum average of 500 square feet

Minimum Floor Area

- See Section 5.11

Maximum Principal Buildings per Lot

- not applicable

Minimum Principal Buildings per Lot

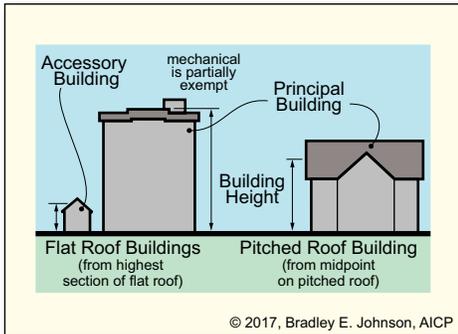
- See Section 5.05(D)

Development Plan Required

- yes

ADLS Required

- yes



Maximum Building Height

- 5 stories for principal building when adjacent to a P1, UR, B2, B6, C1, C2, UC or MC district, plus up to 2 additional stories per Section 5.15
- 3 stories for principal building when adjacent to all other districts
- 18 feet for an accessory building

Minimum Building Height

- 2 stories for principal building

Additional Development Standards that Apply

<p>Architectural</p> <ul style="list-style-type: none"> • AR-02.....pg. 5-6 <p>Density and Intensity</p> <ul style="list-style-type: none"> • DI-01.....pg. 5-12 <p>Fence and Wall</p> <ul style="list-style-type: none"> • FW-01.....pg. 5-13 <p>Floodplain</p> <ul style="list-style-type: none"> • FP-01.....pg. 5-15 <p>Floor Area</p> <ul style="list-style-type: none"> • FA-01.....pg. 5-16 <p>Grading and Drainage</p> <ul style="list-style-type: none"> • GD-01.....pg. 5-17 <p>Height</p> <ul style="list-style-type: none"> • HT-01.....pg. 5-18 • HT-02.....pg. 5-18 <p>Home Occupation</p> <ul style="list-style-type: none"> • HO-01.....pg. 5-21 <p>Lot</p> <ul style="list-style-type: none"> • LO-01.....pg. 5-30 • LO-02.....pg. 5-30 <p>Outdoor Storage</p> <ul style="list-style-type: none"> • OS-02.....pg. 5-33 	<p>Parking</p> <ul style="list-style-type: none"> • PK-01.....pg. 5-34 • PK-02.....pg. 5-36 • PK-04.....pg. 5-42 <p>Recreational Vehicle</p> <ul style="list-style-type: none"> • RV-01.....pg. 5-45 <p>Premises Identification</p> <ul style="list-style-type: none"> • PI-01.....pg. 5-46 <p>Setback</p> <ul style="list-style-type: none"> • SB-01.....pg. 5-47 • SB-03.....pg. 5-47 <p>Signs</p> <ul style="list-style-type: none"> • SI-01.....pg. 5-48 <p>Telecommunication Facility</p> <ul style="list-style-type: none"> • TC-01.....pg. 5-59 <p>Temporary Use and Structure</p> <ul style="list-style-type: none"> • TU-01.....pg. 5-60 • TU-02.....pg. 5-60 • TU-04.....pg. 5-62 	<p>Use-Specific</p> <ul style="list-style-type: none"> • US-23.....pg. 5-69 • US-25.....pg. 5-69 • US-26.....pg. 5-70 <p>Utility Service</p> <ul style="list-style-type: none"> • UT-01.....pg. 5-71 <p>Weed and Solid Waste</p> <ul style="list-style-type: none"> • WS-01.....pg. 5-73 <p>Wellhead Protection</p> <ul style="list-style-type: none"> • WP-01.....pg. 5-74 <p>Zero Lot Line</p> <ul style="list-style-type: none"> • ZL-01.....pg. 5-80
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ORDINANCE Z-651-20

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

Rezoning 9 parcels located at the southeast corner of Old Meridian Street and Carmel Drive from the UC/Urban Core District and UR/Urban Residential District to the C2/Mixed Use District

Synopsis:

This ordinance rezones 9 parcels located at the southeast corner of Old Meridian Street and Carmel Drive to the C2/Mixed Use District for the purpose of facilitating the redevelopment of the Kirk Furniture site as well as three single-story office and medical complexes in the Carmel Science and Technology Park.

WHEREAS, pursuant to Indiana Code 36-7-4, the Common Council has lawfully adopted a unified development ordinance, the terms of which are applicable to the geographic area consisting of the incorporated area of the City of Carmel, Indiana, which unified development ordinance has been codified in Chapter 10 of the Carmel City Code; and

WHEREAS, pursuant to Indiana Code 36-7-4-602 the Common Council is authorized to amend the map that is part of the unified development ordinance; and

WHEREAS, the Carmel Advisory Plan Commission gave a favorable recommendation on Thursday, April 23, 2020, to Docket No. 20010010 Z regarding the rezoning of 9 parcels located at the southeast corner of Old Meridian Street and Carmel Drive, described and illustrated in **Exhibit A**, which is incorporated herein by this reference (the “Real Property Parcels”).

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that:

Section I: That the Official Zoning Map accompanying and made part of the Unified Development Ordinance is hereby changed to designate the Real Property Parcels from the UC/Urban Core District and UR/Urban Residential District to the C2/Mixed Use District.

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.

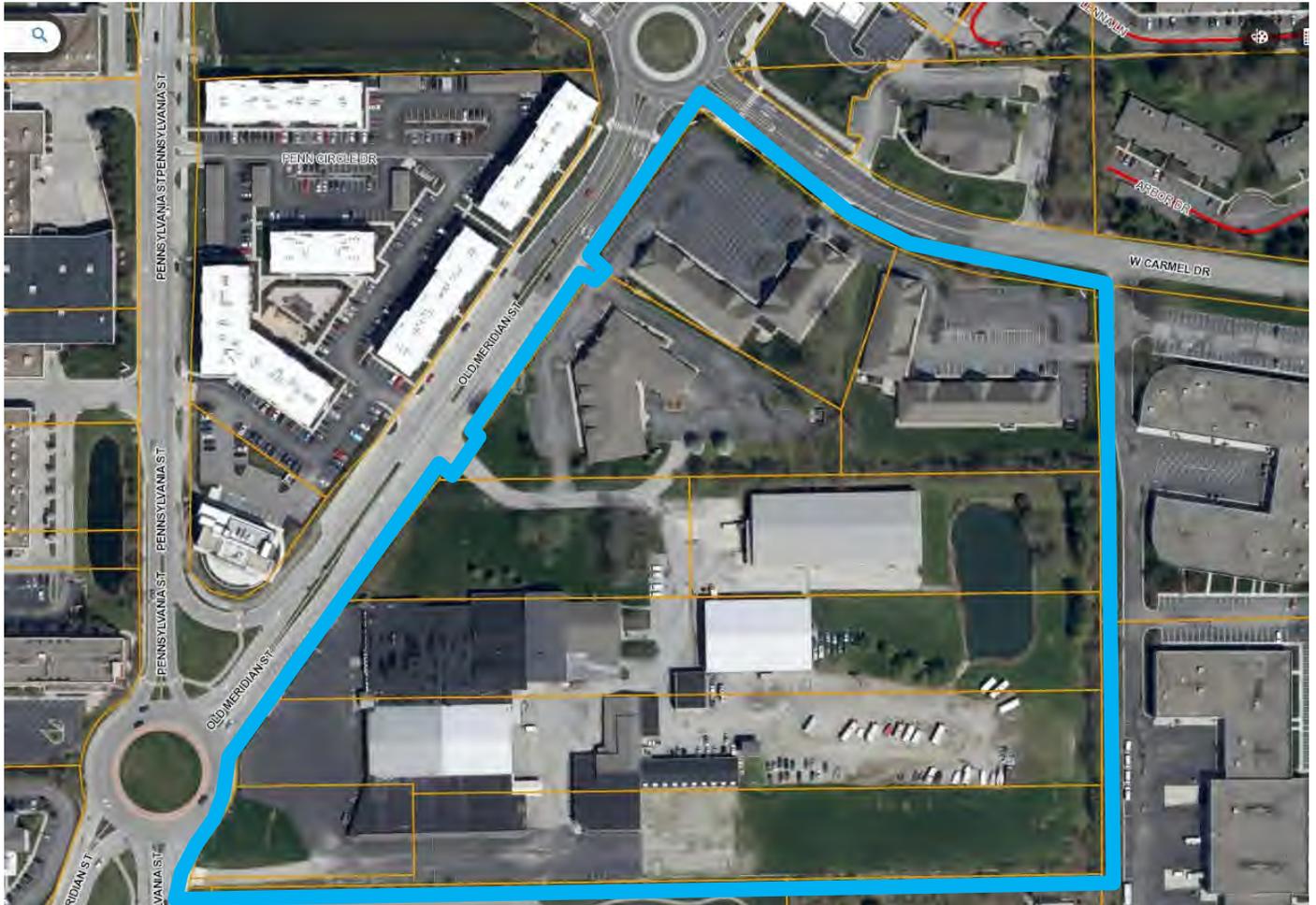
40
41
42

EXHIBIT A

PROPERTY DESCRIPTION & LOCATION MAP

<u>Tax Parcel ID:</u>	<u>Address:</u>	<u>Description:</u>
17-09-35-00-00-027.001	0 Old Meridian St	Carmel 46032 Acreage 2.30 S35/T18/R3
17-09-35-00-00-023.000	0 Pennsylvania St	Carmel 46032 Acreage .90 S35/T18/R3
17-09-35-00-00-027.000	12345 Old Meridian St	Carmel 46032 Acreage 1.88 S35/T18/R3
17-09-35-00-00-026.000	12345 Old Meridian St	Carmel 46032 Acreage 3.90 S35/T18/R3
17-09-35-00-00-025.000	12345 Old Meridian St	Carmel 46032 Acreage 3.88 S35/T18/R3
17-09-35-00-00-024.000	0 Pennsylvania St	Carmel 46032 Acreage 2.89 S35/T18/R3
16-09-35-00-03-001.000	12425 Old Meridian St	Carmel 46032 Acreage 2.16 S35/T18/R3 CARMEL SCIENCE & TECHNOLOGY PARK Lot 1 Block 17
16-09-35-00-03-002.000	12415 Old Meridian St	Carmel 46032 Acreage 2.31 S35/T18/R3 CARMEL SCIENCE & TECHNOLOGY PARK Lot 2 Block 17
16-09-35-00-03-003.000	1185 W Carmel Dr	Carmel 46032 Acreage 2.46 S35/T18/R3 CARMEL SCIENCE & TECHNOLOGY PARK Replat Lot 3 Block 17

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47 **PASSED** by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2020, by a vote of ____
48 ayes and ____ nays.

50 **COMMON COUNCIL FOR THE CITY OF CARMEL**

53 _____
54 Laura D. Campbell, President

Sue Finkam, Vice-President

57 _____
58 H. Bruce Kimball

Kevin D. Rider

61 _____
62 Anthony Green

Jeff Worrell

65 _____
66 Tim Hannon

Miles Nelson

69 _____
70 Adam Aasen

72 ATTEST:

75 _____
76 Sue Wolfgang, Clerk

78 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2020, at
79 _____ .M.

82 _____
83 Sue Wolfgang, Clerk

85 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2020, at
86 _____ .M.

89 _____
90 James Brainard, Mayor

92 ATTEST:

95 _____
96 Sue Wolfgang, Clerk

98 Prepared by:
99 Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032
100
101

2 **ORDINANCE D-2520-20**

3 AN ORDINANCE OF THE COMMON COUNCIL OF THE
4 CITY OF CARMEL, INDIANA, AUTHORIZING THE
5 ISSUANCE OF ECONOMIC DEVELOPMENT TAX
6 INCREMENT REVENUE BONDS TO SUPPORT THE LOT
7 ONE DEVELOPMENT PROJECT, AND AUTHORIZING AND
8 APPROVING OTHER ACTIONS IN RESPECT THERETO

9 **Synopsis:**

10 *Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel,*
11 *Indiana, to finance improvements to support the development of the Lot One Project.*

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

16 WHEREAS, Lauth Group, Inc., or an affiliate thereof (the “Company”), desires to
17 finance the design and construction of certain improvements described in Exhibit A hereto which
18 are located in the Old Town Economic Development Area (collectively, the “Projects”);

19 WHEREAS, the Company has advised the City of Carmel Economic Development
20 Commission (the “Commission”) and the City that it proposes that the City issue its Economic
21 Development Tax Increment Revenue Bonds, Series 20__ (Lot One Project), in one or more
22 series (with such different or additional series designation determined to be necessary or
23 appropriate) in an amount not to exceed Six Million Five Hundred Thousand Dollars
24 (\$6,500,000) (the “Bonds”), under the Act and provide the proceeds of such Bonds to the
25 Company for the purpose of financing the Projects;

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

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

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

32 WHEREAS, the Commission has performed all actions required of it by the Act
33 preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the
34 Common Council the forms of: (1) a Financing Agreement between the City and the Company
35 (the “Financing Agreement”); (2) a Trust Indenture between the City a trustee to be selected by
36 the Controller of the City (the “Trustee”) (the “Indenture”); (3) the Bonds; and (4) this Bond

37 Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance,
38 collectively, the “Financing Agreements”);

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

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

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

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

60 Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal
61 amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) shall (i)
62 be executed at or prior to the closing date by the manual or facsimile signatures of the
63 Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) mature
64 on a date not later than twenty-five years after the date of the first draw of principal on
65 the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the
66 “Purchaser”) in an amount not to exceed six percent (6.00%) with such interest payable
67 as provided in the Financing Agreements; (v) be issuable in such denominations as set
68 forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be
69 subject to registration on the bond register as provided in the Indenture; (viii) be payable
70 in lawful money of the United States of America; (ix) be payable at an office of the
71 Trustee as provided in the Indenture; (x) be subject to optional redemption prior to
72 maturity and subject to redemption as otherwise provided in the Financing Agreements;
73 (xi) be issued in one or more series; and (xii) contain such other terms and provisions as
74 may be provided in the Financing Agreements.

75 (b) The Bonds and the interest thereon do not and shall never constitute an
76 indebtedness of, or a charge against the general credit or taxing power of, the City, but
77 shall be special and limited obligations of the City, payable solely from revenues and

78 other amounts derived from the Financing Agreements. Forms of the Financing
79 Agreements are before this meeting and are by this reference incorporated in this Bond
80 Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the
81 City, to insert them into the minutes of the Common Council and to keep them on file.

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

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

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

94 Section 8. Reimbursement from Bond Proceeds. The City hereby declares its
95 intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not
96 exceed \$6,500,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to
97 reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of
98 the sale of such Bonds.

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

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

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

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

149 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
150 _____ 2020, at _____ .M.

151
152 _____
153 Sue Wolfgang, Clerk

154
155 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
156 _____ 2020, at _____ .M.

157
158 _____
159 James Brainard, Mayor

160
161 ATTEST:

162 _____
163 Sue Wolfgang, Clerk

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178 Prepared by: Bruce D. Donaldson
179 Barnes & Thornburg LLP
180 11 South Meridian Street
181 Indianapolis, IN 46204
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EXHIBIT A

189

DESCRIPTION OF THE PROJECTS

190

All or any portion of the design and construction of infrastructure improvements, utility

191

relocations and site improvements to support a mixed use project development in the Lot One

192

Allocation Area consisting of office, multi-family, and residential uses, including a parking

193

garage and public plaza.

194

DMS 17328307.1

FINANCING AGREEMENT

BETWEEN

[COMPANY]

AND

CITY OF CARMEL, INDIANA

Dated as of _____ 1, 20__

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, 20__ (the “Financing Agreement”) between [**Company**], a _____ (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 City of Carmel Redevelopment Commission (the “Redevelopment Commission”) has established the Old Town Economic Development Area and, within such area, the Lot One Allocation Area (the “Allocation Area”) located in the City of Carmel; 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 Economic Development Tax Increment Revenue Bonds, Series 20__ (Lot One Project) in the aggregate principal amount of \$[XX,XXX,XXX] (the “Bonds”), pursuant to the Trust Indenture dated as of _____ 1, 20__ (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. 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 Lot One 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 Tax Increment Revenue Bonds, Series 20__ (Lot One Project) and any additional series of bonds issued pursuant to the Ordinance.

“Company” means [**Company**], or any successors thereto permitted under Section 7.4 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, 20__ 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.

“Ordinance” means Ordinance No. _____ adopted by the Common Council of the Issuer on _____, 2020, authorizing the issuance of the Bonds in one or more series in an aggregate principal amount not to exceed \$_____.

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

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, pledging the TIF Revenues to the Issuer.

“Projects” means all or any portion of the design and construction of infrastructure improvements, utility relocations and site improvements to support a mixed use project development in the Lot One Allocation Area consisting of office, multi-family, and residential uses, including a parking garage and public plaza.

“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 January 1 in excess of the base assessed value as established as of January 1, 2020. 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 the Pledge Resolution, equal, for any given year, to one hundred percent (100%) 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 \$[XX,XXX,XXX] 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 a _____ validly existing under the laws of the State of _____ [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 6.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 4.1(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 _____, 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 action, 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 in connection with 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 Company shall pay or cause to be paid 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, equipping and improvement of the Projects in compliance with the Plans and Specifications and, upon completion, the Projects will be operated and maintained in such manner as reasonably possible 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 the costs of the Projects, or to reimburse Company for any costs of the Projects, 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 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, to the extent that such expenses are not included in the Bonds:

(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.

(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

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. 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 written notice thereof from the Trustee to the Company.

(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 4.1(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. 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 Event of Default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such Event of 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 4.2. 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 4.3. 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 IV)

ARTICLE V

IMMUNITY

Section 5.1. 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 5.2. 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 V)

ARTICLE VI

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. 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 VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. 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 7.2. 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 7.3. 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:	[Company] Attention: _____ _____ _____
To the Trustee:	[Trustee] _____ _____ _____

Section 7.4. 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 Issuer.

Section 7.5. 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 7.6. 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 as of the date first above written.

[COMPANY, a _____]

By: _____

Printed: _____

Title: _____

“THE ISSUER”

CITY OF CARMEL, INDIANA

Mayor

Attest:

Clerk

**[SIGNATURE PAGE OF THE FINANCING AGREEMENT
BETWEEN [COMPANY] AND THE CITY OF CARMEL, INDIANA]**

TRUST INDENTURE

BETWEEN

CITY OF CARMEL, INDIANA

AND

**[TRUSTEE],
Indianapolis, Indiana
As Trustee**

[\$XX,XXX,XXX]

**CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2020__
(LOT ONE PROJECT)**

Dated as of _____ 1, 20__

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the ____ day of _____, 20____, 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 [national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America with its Indiana 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 provide 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 [Company or an affiliate thereof] (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 Tax Increment Revenue Bonds, Series 2020____ (Lot One Project) in the aggregate principal amount of \$[XX,XXX,XXX] (“Series 2020[____] Bonds”) pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement, dated as of _____ 1, 20____ (“Financing Agreement”) for the purpose of paying certain costs of the Projects, including capitalized interest on the Series 2020[____] 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 2020[____] Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (the “Ordinance”); 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 2020[____] 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 2020[___] Bonds; and

WHEREAS, the Series 2020[___] 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 2020[___] Bond)

R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF CARMEL, INDIANA

ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 2020[___]
(LOT ONE PROJECT)

<u>MATURITY</u> <u>DATES</u>	<u>INTEREST</u> <u>RATE</u>	<u>ORIGINAL</u> <u>DATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>
As set forth in Exhibit A	_____%	_____, 20__	_____, 20__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$[XX,XXX,XXX])

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 2020[___] 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 2020[___] 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 2020[___] Bond may not exceed \$[XX,XXX,XXX]. The principal amounts advanced

shall be evidenced by the execution by the Controller 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 2020[___] 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 2020[___] Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 2020____ (Lot One Project) (hereinbefore and hereinafter the "Series 2020[___] Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$[XX,XXX,XXX]. The Series 2020[___] 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 Old Town Economic Development Area in the City of Carmel, Indiana, to be constructed by [Company] ("Company"), by providing such funds to the Company pursuant to the Financing Agreement dated as of _____ 1, 20____ ("Financing Agreement") between the Company and the Issuer. Except as otherwise provided in Section 2.2 of the Indenture, each Series 2020[___] Bond will be payable on parity with all other Series 2020[___] Bonds.

The Series 2020[___] Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 201____ ("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 2020[___] Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 2020[___] BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds by, and that it has not been made aware of the offering of the Series 2020[___] 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 2020[___] 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 2020[___] Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 2020[___] 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 2020[___] Bonds, the tax status of the Series 2020[___] 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 Baker Tilly Municipal Advisors, LLC 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 2020[___] Bonds, the Indenture or the Financing Agreement. It understands that the projection of TIF Revenues prepared in connection with the issuance of the Series 2020[___] Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 2020[___] Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2020[___] Bonds.

5. It understands that the sale or transfer of the Series 2020[___] 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 2020[___] Bonds, including the availability of the Trust Estate including the TIF Revenues to its satisfaction, and it understands that the Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bond assents.

The Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2020[___] 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 2020[___] 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 2020[___] Bond, shall not affect the validity of any proceedings for the redemption of other Series 2020[___] Bonds.

All Series 2020[___] 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 2020[___] Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 2020[___] Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2020[___] Bond or Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bond. The Series 2020[___] 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 2020[___] Bonds. No covenant or agreement contained in the Series 2020[___] 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, the 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, the Commission or the Issuer executing the Series 2020[] Bonds shall be liable personally on the Series 2020[] Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2020[] Bonds.

The holder of this Series 2020[] 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 2020[] Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2020[] Bond have been duly authorized by the Issuer.

This Series 2020[] 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 2020[] 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 all as of the Original Date.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2020[] Bond is one of the Series 2020[] 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 2020[] Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2020[] 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 2020[] 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. _____ Custodian _____
MIN. ACT (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 2020[___]
(LOT ONE PROJECT)**

<u>Date</u>	<u>Amount Advance</u>	<u>Amount of Payment</u>	<u>Outstanding Balance</u>	<u>Acknowledgment of City</u>	<u>Acknowledgment of Holder of Note</u>
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(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 2020[___] Bonds.

“Area” means the Lot One Allocation Area as such allocation area may be expanded from time to time.

“Authorized Representative” means any officer of the Company as evidenced 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 2020[___] Bonds and any Additional Bonds.

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

“Company” means [Company], or its permitted successor or assign, as more fully provided in the Financing Agreement.

“Controller” means the Controller of the City.

“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 2020[___] 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 2020[___] Bonds and the documentation supporting the issuance of the Series 2020[___] 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 2020[___] Bonds from the date of their original delivery through and including _____ 1, 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, 20____, 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 2020[___] Bonds means each February 1 and August 1, commencing _____ 1, 20____.

“Interest Period” has the meaning set forth in the form of Series 2020[___] 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.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Company.

“Ordinance” means Ordinance No. _____ adopted by the Common Council of the Issuer on _____, 2020 authorizing the issuance of the Bonds in or more series in the aggregate principal amount not to exceed \$_____.

“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.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 2020, pledging the TIF Revenues to the Issuer.

“Qualified Investments” shall have the meaning assigned in the Financing Agreement.

“Record Date” means the fifteen 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 2020[___] Bonds” means the City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 2020___ (Lot One Project) in the aggregate principal amount of \$[XX,XXX,XXX].

“Tax Increment” means all real property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value as established as of January 1, 2020. 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 the Pledge Resolution, equal, for any given year, to one hundred percent (100%) 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 2020[] Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 2020[] Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to \$[XX,XXX,XXX]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2020[] Bonds. The Series 2020[] Bonds shall be designated “City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 2020__ (Lot One Project).” The Series 2020[] 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 2020[] 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 2020[] 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 2020[] Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20____.

Principal on the Series 2020[] Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 2020[] 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 2020[] Bond. The aggregate amount of advances made under this Series 2020[] Bond may not exceed \$[XX,XXX,XXX]. The principal amounts advanced shall be evidenced by the execution by the Controller of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

The Series 2020[] 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 2020[] Bonds shall be in default, Series 2020[] Bonds issued in exchange for Series 2020[] Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2020[] Bonds or, if no

interest has been paid on the Series 2020[___] Bonds, from the date of issuance and delivery of the Series 2020[___] Bonds. Series 2020[___] Bonds authenticated on or prior to _____ 15, 201___ shall bear interest from the date of delivery of the Series 2020[___] Bonds.

The Series 2020[___] 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:

<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
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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 2020[___] Bonds shall be payable at the designated corporate trust office of the Trustee. All other payments on the Series 2020[___] Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 2020[___] 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 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 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 Bonds. If any officer whose signature or facsimile signature shall appear on the 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 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 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 Bond. 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. No covenant or agreement contained in the 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, the 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 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 2.5. Authentication. No 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 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 Bond has been authenticated and delivered under this Indenture. The Trustee’s certificate of authentication on any 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 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 2020[] Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2020[] Bonds in the aggregate principal amount of \$[XX,XXX,XXX]. The Trustee shall authenticate such Series 2020[] Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk 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 2020[] 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 2020[] 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 2020[] Bonds in the principal amount of \$[XX,XXX,XXX] to the purchasers thereof.
- (v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Series 2020[] 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 2020[] 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 incurred or to be incurred by the Company in completing the Projects or acquiring and/or constructing additional improvements, but not otherwise, 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 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 6.1 of the Financing Agreement.
- (iii) A copy, duly certified by the Clerk of the Issuer, of the Ordinance, and, if necessary, any amendments or supplements 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.
- (v) Satisfaction of the provisions of the Pledge Resolution for the issuance of Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture, 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 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 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed 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 Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed 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 Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the 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 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 Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered 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 Bond. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any 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 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 2020[] BONDS PROCEEDS

Section 3.1. Deposit of Funds. The initial amount of principal drawn on the Series 2020[] Bonds at closing shall be in the amount of \$_____, of which \$_____ shall be deposited with the Trustee in the Bond Interest Account of the Construction Fund and be used to pay Capitalized Interest Costs, and \$_____ shall be deposited with the Trustee in the Construction Account of the Construction Fund and used to pay Costs of Construction, including the Bond Issuance Costs set forth in Exhibit B which the Trustee is hereby authorized to pay. The Issuer shall deposit with Trustee in the Construction Fund all remaining draws of principal on the Series 2020[] Bonds which shall be disbursed as provided in Section 4.4. The deposit of the proceeds of any Additional Bonds shall be as set forth in a supplement to this Indenture in connection with the issuance of such series of Additional Bonds.

(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 2020[___] Bonds on the next February 1 or August 1 plus Annual Fees; (b) proceeds of the Series 2020[___] 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 2020[___] 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 Controller 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 2020[___] 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 2020[___] 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, without further authorization, be used (i) first, to pay amounts due on the Series 2020[___] Bonds and amounts due on any obligations issued on a parity with the Series 2020[___] Bonds as to the pledge of Tax Increment (“Parity TIF Obligations”), (ii) second, to redeem or defease the Series 2020[___] Bonds in whole or in part; and (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 2020[___] 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 2020[___] 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.

(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 2020[___] 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 2020[___] 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 2020[] BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices.

(a) The Series 2020[] 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 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 2020[] Bonds pursuant to Section 5.1(a) hereof, notice of the call for any such redemption identifying the Series 2020[] Bonds, or portions of fully registered Series 2020[] 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 2020[] 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 2020[] Bond numbers and called amounts of each Series 2020[] 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 2020[] Bond shall not affect the validity of any proceedings for the redemption of other Series 2020[] Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2020[] 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 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 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 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such 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 Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 2020[] Bonds at the time outstanding are to be called for redemption, the maturities of Series 2020[]

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 2020[___] Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Series 2020[___] Bonds or portions of Series 2020[___] Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2020[___] Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2020[___] 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 2020[___] 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 2020[___] Bond shall surrender such Series 2020[___] 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 2020[___] Bond or Series 2020[___] Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2020[___] 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, the 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 4.1 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 of 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(1), 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 is 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 (including Additional Bonds), 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 2020[___] 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. 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 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 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 2020[] Bonds. If the owner of any Series 2020[] 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 2020[] Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 2020[] 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 7.3 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, 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

[TRUSTEE], as Trustee

By: _____
(Written Signature)

(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure improvements, utility relocations and site improvements to support a mixed use project development in the Lot One Allocation Area consisting of office, multi-family, and residential uses, including a parking garage and public plaza.

EXHIBIT B
COSTS OF ISSUANCE

RESOLUTION CC-05-18-20-05

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH THE OLD TOWN ECONOMIC DEVELOPMENT AREA (LOT ONE ALLOCATION AREA)

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the Old Town Economic Development Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

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 Resolution No. 2020-07 on March 18, 2020 (the "CRC Resolution"), which made certain amendments to the previously declared Old Town Economic Development Area (the "Economic Development Area"); and

WHEREAS, the City of Carmel Plan Commission, on April 21, 2020, approved and adopted a resolution (the "Plan Commission Order") determining that the CRC Resolution conforms to the plan of development for the City of Carmel, Indiana (the "City") and approving the CRC Resolution; and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the CRC Resolution and the Plan Commission Order to the Common Council of the City.

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, in all respects, conforms to the plan of development for the City, and approves in all respects, the CRC Resolution and the Plan Commission Order.

2. 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.

41 **PASSED** by the Common Council of the City of Carmel, this ____ day of _____,
42 2020, by a vote of _____ ayes and _____ nays.

43
44 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**

45
46
47 _____
48 Laura D. Campbell, President

_____ Sue Finkam, Vice-President

49
50 _____
51 H. Bruce Kimball

_____ Kevin D. Rider

52
53 _____
54 Anthony Green

_____ Jeff Worrell

55
56 _____
57 Tim Hannon

_____ Miles Nelson

58
59 _____
60 Adam Aasen

61
62 ATTEST:

63
64 _____
65 Sue Wolfgang, Clerk

66
67 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
68 _____ 2020, at _____ .M.

69
70 _____
71 Sue Wolfgang, Clerk

72
73 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
74 _____ 2020, at _____ .M.

75
76 _____
77 James Brainard, Mayor

78
79 ATTEST:

80
81 _____
82 Sue Wolfgang, Clerk

83 Prepared by: Bruce D. Donaldson
84 Barnes & Thornburg LLP
85 11 South Meridian Street
86 Indianapolis, IN 46204
87

88

RESOLUTION NO. PC-4-21-2020-a

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION
APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION AND
DEVELOPMENT PLAN FOR THE OLD TOWN ECONOMIC DEVELOPMENT AREA**

WHEREAS, the City of Carmel Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for the City of Carmel, Indiana (the "City"); and

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission") on March 18, 2020, approved and adopted its Resolution No. 2020-07 (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the Old Town Economic Development Area (the "Plan Supplement"); and

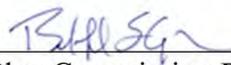
WHEREAS, the Redevelopment Commission has submitted the Resolution and the Plan Supplement to this Plan Commission.

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.
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 21st day of April, 2020.

CITY OF CARMEL PLAN COMMISSION



Plan Commission President, Brad Grabow

ATTEST:



Plan Commission Secretary, Joe Shestak

RESOLUTION NO. 2020-07

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE DEVELOPMENT PLAN
FOR THE OLD TOWN 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”) establishing and amending an economic development area known as the “Old Town Economic Development Area” (the “Development Area”), approving an economic development plan (the “Development Plan”) for the Development Area, pursuant to Indiana Code 36-7-14, as amended (the “Act”), and designating portions of the Development Area as “allocation areas” pursuant to Section 39 of the Act, including an allocation area designated as the “National City Tax Allocation Area”; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and the Development Plan to (1) remove the area described on Exhibit A attached hereto from the National City Tax Allocation Area, (2) designate the area described on Exhibit B attached hereto, as a separate allocation area pursuant to Section 39 of the Act to be known as the Lot One Allocation Area (the “Lot One Allocation Area”), and (3) adopt a supplement to the Development Plan attached hereto as Exhibit C (the “2020 Plan Supplement”) (such amendments, collectively, the “2020 Amendments”); and

WHEREAS, the 2020 Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation and expansion of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said Section; and

WHEREAS, this Redevelopment Commission deems it advisable to apply the provisions of said Section 39 of the Act to the 2020 Amendments; and

WHEREAS, the Commission now desires to approve the 2020 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. The 2020 Amendments promote significant opportunities for the gainful employment of the citizens of the City of Carmel, Indiana (the “City”), attraction of major new business enterprises to the City, retention and expansion of significant business enterprises existing in the boundaries of the City, and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well being of

the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.

2. The 2020 Plan Supplement for the Lot One Allocation Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvement, existence of conditions that lower the value of the land below that of nearby land, multiple ownership of land, and other similar conditions.

3. The public health and welfare will be benefited by accomplishment of the 2020 Amendments.

4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Development Area as provided in the 2020 Amendments and to continue to develop the Development Area, including the Lot One Allocation Area, as under the Act.

5. The accomplishment of the 2020 Plan Supplement for the Lot One Allocation Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2020 Plan Supplement, conform to the comprehensive plan of development for the City.

7. The 2020 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

9. In support of the findings and determinations set forth in Sections 1 through 7 above, the Commission hereby adopts the specific findings set forth in the 2020 Plan Supplement.

10. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Lot One 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 2020 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

11. The Commission finds that no residents of the Development Area will be displaced by any project resulting from the 2020 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

12. The 2020 Amendments are hereby in all respects approved.

13. The area described in Exhibit A is hereby removed from the National City Tax Allocation Area.

14. The area described in Exhibit B is hereby designated as a separate “allocation area” pursuant to Section 39 of the Act to be known as the “Lot One 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 Lot One Allocation Area hereby designated as the “Lot One 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 June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

14. The foregoing allocation provision shall apply to the Lot One Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Lot One 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 C. The base assessment date for the Lot One Allocation Area is January 1, 2020.

15. 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 Lot One 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 Lot One Allocation Area.

16. 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.

17. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 18th day of March, 2020.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President



Vice President

Secretary



Member



Member

EXHIBIT A

Parcels to be removed from the National City Tax Allocation Area

The following parcels are removed from the National City Tax Allocation Area:

PARCEL ID NUMBER:

16-10-30-09-05-023.000

16-10-30-09-05-023.001

16-10-30-09-05-022.000

16-10-30-09-05-024.000

EXHIBIT B

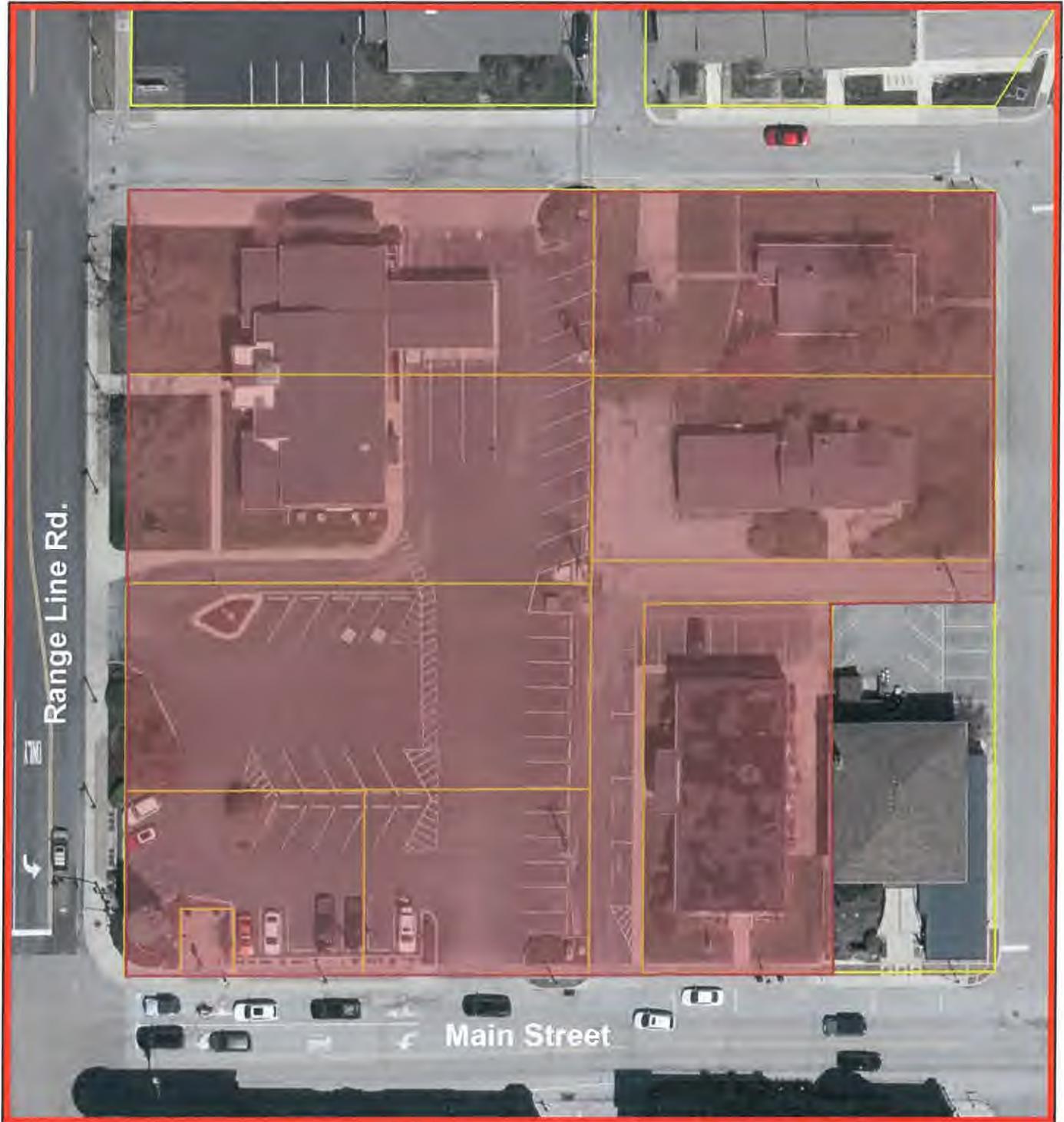
Description of the Lot One Allocation Area

The Lot One Allocation Area, as shown on the attached map, consists of the following parcels, together with any and all public rights of way that physically connect any of the described parcels to each other.

PARCEL ID NUMBERS:

16-10-30-09-05-023.000
16-10-30-09-05-023.001
16-10-30-09-05-022.000
16-10-30-09-05-024.000
16-10-30-09-05-025.000
16-10-30-09-05-001.000
16-10-30-09-05-002.000
16-10-30-09-05-003.000
16-10-30-09-05-021.000

Exhibit B
Lot One allocation area



March 13, 2020

Parcels

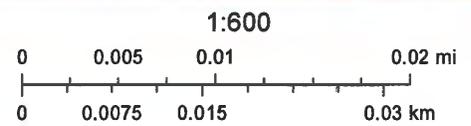


EXHIBIT C

Plan Supplement

The Development Plan is hereby supplemented by adding the following projects to the Development Plan:

All or any portion of the design and construction of infrastructure improvements, utility relocations and site improvements. The projects support a mixed use project development in the Development Area consisting of office, multi-family, and residential uses, including a parking garage and public plaza. The Commission anticipates capturing tax increment revenues from the Lot One Allocation Area and applying such tax increment revenues either directly or through bonding to the costs of the projects. The Commission estimates that the projects will cost at least \$1,000,000.

The Commission has determined that the full development of the Lot One Allocation Area will not proceed as planned without the contribution of tax increment revenues to be derived from the Lot One Allocation Area to the projects described above.

2 **ORDINANCE D-2518-20**

3 AN ORDINANCE OF THE COMMON COUNCIL OF THE
4 CITY OF CARMEL, INDIANA, AUTHORIZING THE
5 ISSUANCE OF ECONOMIC DEVELOPMENT TAX
6 INCREMENT REVENUE BONDS TO SUPPORT THE
7 FIREHOUSE REDEVELOPMENT PROJECT, AND
8 AUTHORIZING AND APPROVING OTHER ACTIONS IN
9 RESPECT THERETO

10 **Synopsis:**

11 *Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel,*
12 *Indiana, to finance improvements to support the development of the Firehouse Project.*

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

17 WHEREAS, Onyx + East or an affiliate thereof (the “Company”), desires to finance the
18 design and construction of certain improvements described in Exhibit A hereto which are located
19 in the City Center Redevelopment Development Area (collectively, the “Projects”);

20 WHEREAS, the Company has advised the City of Carmel Economic Development
21 Commission (the “Commission”) and the City that it proposes that the City issue its Economic
22 Development Tax Increment Revenue Bonds, Series 20__ (Firehouse Project), in one or more
23 series (with such different or additional series designation determined to be necessary or
24 appropriate) in an amount not to exceed Three Million Seven Hundred Thousand Dollars
25 (\$3,700,000) (the “Bonds”), under the Act and provide the proceeds of such Bonds to the
26 Company for the purpose of financing the Projects;

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

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

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

33 WHEREAS, the Commission has performed all actions required of it by the Act
34 preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the
35 Common Council the forms of: (1) a Financing Agreement between the City and the Company
36 (the “Financing Agreement”); (2) a Trust Indenture between the City a trustee to be selected by
37 the Controller of the City (the “Trustee”) (the “Indenture”); (3) the Bonds; and (4) this Bond

38 Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance,
39 collectively, the “Financing Agreements”);

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

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

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

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

61 Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal
62 amount not to exceed Three Million Seven Hundred Thousand Dollars (\$3,700,000) shall
63 (i) be executed at or prior to the closing date by the manual or facsimile signatures of the
64 Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) mature
65 on a date not later than twenty-five years after the date of the first draw of principal on
66 the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the
67 “Purchaser”) in an amount not to exceed six percent (6.00%) with such interest payable
68 as provided in the Financing Agreements; (v) be issuable in such denominations as set
69 forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be
70 subject to registration on the bond register as provided in the Indenture; (viii) be payable
71 in lawful money of the United States of America; (ix) be payable at an office of the
72 Trustee as provided in the Indenture; (x) be subject to optional redemption prior to
73 maturity and subject to redemption as otherwise provided in the Financing Agreements;
74 (xi) be issued in one or more series; and (xii) contain such other terms and provisions as
75 may be provided in the Financing Agreements.

76 (b) The Bonds and the interest thereon do not and shall never constitute an
77 indebtedness of, or a charge against the general credit or taxing power of, the City, but
78 shall be special and limited obligations of the City, payable solely from revenues and

79 other amounts derived from the Financing Agreements. Forms of the Financing
80 Agreements are before this meeting and are by this reference incorporated in this Bond
81 Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the
82 City, to insert them into the minutes of the Common Council and to keep them on file.

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

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

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

95 Section 8. Reimbursement from Bond Proceeds. The City hereby declares its
96 intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not
97 exceed \$3,700,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to
98 reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of
99 the sale of such Bonds.

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

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

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

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

150 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
151 _____ 2020, at _____ .M.

152
153 _____
154 Sue Wolfgang, Clerk
155

156 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
157 _____ 2020, at _____ .M.

158
159 _____
160 James Brainard, Mayor
161

162 ATTEST:

163 _____
164 Sue Wolfgang, Clerk
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178

179 Prepared by: Bruce D. Donaldson
180 Barnes & Thornburg LLP
181 11 South Meridian Street
182 Indianapolis, IN 46204
183
184
185
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187
188

189

EXHIBIT A

190

DESCRIPTION OF THE PROJECTS

191 All or any portion of the design, acquisition, construction, installation, equipping and
192 improvement projects in, serving or benefitting the Firehouse Allocation Area which are
193 necessary to facilitate the orderly development therein, including, but not limited to site
194 improvements, the contribution of land and the design and construction of a residential housing
195 project and a public plaza.

196 DMS 17328517.2

FINANCING AGREEMENT

BETWEEN

[COMPANY]

AND

CITY OF CARMEL, INDIANA

Dated as of _____ 1, 20__

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, 20__ (the “Financing Agreement”) between [**Company**], a _____ (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 City of Carmel Redevelopment Commission (the “Redevelopment Commission”) has established the City Center Redevelopment Area and, within such area, the Firehouse Allocation Area (the “Allocation Area”) located in the City of Carmel; 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 Economic Development Tax Increment Revenue Bonds, Series 20__ (Firehouse Project) in the aggregate principal amount of \$[XX,XXX,XXX] (the “Bonds”), pursuant to the Trust Indenture dated as of _____ 1, 20__ (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. 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 Firehouse 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 Tax Increment Revenue Bonds, Series 20__ (Firehouse Project) and any additional series of bonds issued pursuant to the Ordinance.

“Company” means [**Company**], or any successors thereto permitted under Section 7.4 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, 20__ 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.

“Ordinance” means Ordinance No. _____ adopted by the Common Council of the Issuer on _____, 2020, authorizing the issuance of the Bonds in one or more series in an aggregate principal amount not to exceed \$_____.

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

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, pledging the TIF Revenues to the Issuer.

“Projects” means all or any portion of the design, acquisition, construction, installation, equipping and improvement projects in, serving or benefitting the Allocation Area which are necessary to facilitate the orderly development therein, including, but not limited to site improvements, the contribution of land and the design and construction of a residential housing project and public plaza.

“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 January 1 in excess of the base assessed value as established as of January 1, 2020. 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 the Pledge Resolution, equal, for any given year, to eighty percent (80%) 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 \$[XX,XXX,XXX] 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 a _____ validly existing under the laws of the State of _____ [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 6.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 4.1(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 _____, 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 action, 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 in connection with 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 Company shall pay or cause to be paid 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, equipping and improvement of the Projects in compliance with the Plans and Specifications and, upon completion, the Projects will be operated and maintained in such manner as reasonably possible 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 the costs of the Projects, or to reimburse Company for any costs of the Projects, 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 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, to the extent that such expenses are not included in the Bonds:

(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.

(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

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. 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 written notice thereof from the Trustee to the Company.

(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 4.1(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. 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 Event of Default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such Event of 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 4.2. 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 4.3. 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 IV)

ARTICLE V

IMMUNITY

Section 5.1. 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 5.2. 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 V)

ARTICLE VI

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. 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 VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. 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 7.2. 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 7.3. 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: **[Company]**
 Attention: _____

To the Trustee: **[Trustee]**

Section 7.4. 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 Issuer.

Section 7.5. 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 7.6. 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 as of the date first above written.

[COMPANY, a _____]

By: _____

Printed: _____

Title: _____

“THE ISSUER”

CITY OF CARMEL, INDIANA

Mayor

Attest:

Clerk

**[SIGNATURE PAGE OF THE FINANCING AGREEMENT
BETWEEN [COMPANY] AND THE CITY OF CARMEL, INDIANA]**

TRUST INDENTURE

BETWEEN

CITY OF CARMEL, INDIANA

AND

**[TRUSTEE],
Indianapolis, Indiana
As Trustee**

[\$XX,XXX,XXX]

**CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2020__
(FIREHOUSE PROJECT)**

Dated as of _____ 1, 20__

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the ____ day of _____, 20____, 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 [national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America with its Indiana 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 provide 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 [Company or an affiliate thereof] (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 Tax Increment Revenue Bonds, Series 2020____ (Firehouse Project) in the aggregate principal amount of \$[XX,XXX,XXX] (“Series 2020[___] Bonds”) pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement, dated as of _____ 1, 20____ (“Financing Agreement”) for the purpose of paying certain costs of the Projects, including capitalized interest on the Series 2020[___] 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 2020[___] Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (the “Ordinance”); 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 2020[___] 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 2020[___] Bonds; and

WHEREAS, the Series 2020[___] 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 2020[___] Bond)

R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF CARMEL, INDIANA

ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 2020[___]
(FIREHOUSE PROJECT)

<u>MATURITY</u> <u>DATES</u>	<u>INTEREST</u> <u>RATE</u>	<u>ORIGINAL</u> <u>DATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>
As set forth in Exhibit A	_____%	_____, 20__	_____, 20__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$[XX,XXX,XXX])

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 2020[___] 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 2020[___] 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 2020[___] Bond may not exceed \$[XX,XXX,XXX]. The principal amounts advanced

shall be evidenced by the execution by the Controller 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 2020[___] 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 2020[___] Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 2020____ (Firehouse Project) (hereinbefore and hereinafter the "Series 2020[___] Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$[XX,XXX,XXX]. The Series 2020[___] 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 City Center Redevelopment Area in the City of Carmel, Indiana, to be constructed by [Company] ("Company"), by providing such funds to the Company pursuant to the Financing Agreement dated as of _____ 1, 20____ ("Financing Agreement") between the Company and the Issuer. Except as otherwise provided in Section 2.2 of the Indenture, each Series 2020[___] Bond will be payable on parity with all other Series 2020[___] Bonds.

The Series 2020[___] Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 201____ ("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 2020[___] Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 2020[___] BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds by, and that it has not been made aware of the offering of the Series 2020[___] 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 2020[___] 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 2020[___] Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 2020[___] 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 2020[___] Bonds, the tax status of the Series 2020[___] 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 Baker Tilly Municipal Advisors, LLC 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 2020[___] Bonds, the Indenture or the Financing Agreement. It understands that the projection of TIF Revenues prepared in connection with the issuance of the Series 2020[___] Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 2020[___] Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2020[___] Bonds.

5. It understands that the sale or transfer of the Series 2020[___] 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 2020[___] Bonds, including the availability of the Trust Estate including the TIF Revenues to its satisfaction, and it understands that the Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bond assents.

The Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2020[___] 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 2020[___] 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 2020[___] Bond, shall not affect the validity of any proceedings for the redemption of other Series 2020[___] Bonds.

All Series 2020[___] 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 2020[___] Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 2020[___] Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2020[___] Bond or Series 2020[___] 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 2020[___] 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 2020[___] 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 2020[___] Bond. The Series 2020[___] 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 2020[___] Bonds. No covenant or agreement contained in the Series 2020[___] 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, the 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, the Commission or the Issuer executing the Series 2020[] Bonds shall be liable personally on the Series 2020[] Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2020[] Bonds.

The holder of this Series 2020[] 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 2020[] Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2020[] Bond have been duly authorized by the Issuer.

This Series 2020[] 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 2020[] 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 all as of the Original Date.

CITY OF CARMEL, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2020[] Bond is one of the Series 2020[] 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 2020[] Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2020[] 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 2020[] 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. _____ Custodian _____
MIN. ACT (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 2020[___]
(FIREHOUSE PROJECT)**

<u>Date</u>	<u>Amount Advance</u>	<u>Amount of Payment</u>	<u>Outstanding Balance</u>	<u>Acknowledgment of City</u>	<u>Acknowledgment of Holder of Note</u>
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(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 2020[___] Bonds.

“Area” means the Firehouse Allocation Area as such allocation area may be expanded from time to time.

“Authorized Representative” means any officer of the Company as evidenced 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 2020[___] Bonds and any Additional Bonds.

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

“Company” means [Company], or its permitted successor or assign, as more fully provided in the Financing Agreement.

“Controller” means the Controller of the City.

“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 2020[___] 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 2020[___] Bonds and the documentation supporting the issuance of the Series 2020[___] 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 2020[___] Bonds from the date of their original delivery through and including _____ 1, 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, 20____, 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 2020[___] Bonds means each February 1 and August 1, commencing _____ 1, 20____.

“Interest Period” has the meaning set forth in the form of Series 2020[___] 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.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Company.

“Ordinance” means Ordinance No. _____ adopted by the Common Council of the Issuer on _____, 2020 authorizing the issuance of the Bonds in or more series in the aggregate principal amount not to exceed \$_____.

“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.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 2020, pledging the TIF Revenues to the Issuer.

“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 2020[___] Bonds” means the City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 2020___ (Firehouse Project) in the aggregate principal amount of \$[XX,XXX,XXX].

“Tax Increment” means all real property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value as established as of January 1, 2020. 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 the Pledge Resolution, equal, for any given year, to eighty percent (80%) 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 2020[] Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 2020[] Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to \$[XX,XXX,XXX]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2020[] Bonds. The Series 2020[] Bonds shall be designated “City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 2020__ (Firehouse Project).” The Series 2020[] 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 2020[] 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 2020[] 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 2020[] Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20____.

Principal on the Series 2020[] Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 2020[] 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 2020[] Bond. The aggregate amount of advances made under this Series 2020[] Bond may not exceed \$[XX,XXX,XXX]. The principal amounts advanced shall be evidenced by the execution by the Controller of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

The Series 2020[] 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 2020[] Bonds shall be in default, Series 2020[] Bonds issued in exchange for Series 2020[] Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2020[] Bonds or, if no

interest has been paid on the Series 2020[] Bonds, from the date of issuance and delivery of the Series 2020[] Bonds. Series 2020[] Bonds authenticated on or prior to _____ 15, 201__ shall bear interest from the date of delivery of the Series 2020[] Bonds.

The Series 2020[] 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:

<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
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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 2020[] Bonds shall be payable at the designated corporate trust office of the Trustee. All other payments on the Series 2020[] Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 2020[] 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 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 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 Bonds. If any officer whose signature or facsimile signature shall appear on the 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 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 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 Bond. 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. No covenant or agreement contained in the 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, the 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 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 2.5. Authentication. No 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 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 Bond has been authenticated and delivered under this Indenture. The Trustee’s certificate of authentication on any 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 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 2020[] Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2020[] Bonds in the aggregate principal amount of \$[XX,XXX,XXX]. The Trustee shall authenticate such Series 2020[] Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk 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 2020[] 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 2020[] 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 2020[] Bonds in the principal amount of \$[XX,XXX,XXX] to the purchasers thereof.
- (v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Series 2020[] 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 2020[] 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 incurred or to be incurred by the Company in completing the Projects or acquiring and/or constructing additional improvements, but not otherwise, 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 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 6.1 of the Financing Agreement.
- (iii) A copy, duly certified by the Clerk of the Issuer, of the Ordinance, and, if necessary, any amendments or supplements 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.
- (v) Satisfaction of the provisions of the Pledge Resolution for the issuance of Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture, 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 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 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed 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 Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed 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 Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the 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 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 Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered 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 Bond. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any 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 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 2020[] BONDS PROCEEDS

Section 3.1. Deposit of Funds. The initial amount of principal drawn on the Series 2020[] Bonds at closing shall be in the amount of \$_____, of which \$_____ shall be deposited with the Trustee in the Bond Interest Account of the Construction Fund and be used to pay Capitalized Interest Costs, and \$_____ shall be deposited with the Trustee in the Construction Account of the Construction Fund and used to pay Costs of Construction, including the Bond Issuance Costs set forth in Exhibit B which the Trustee is hereby authorized to pay. The Issuer shall deposit with Trustee in the Construction Fund all remaining draws of principal on the Series 2020[] Bonds which shall be disbursed as provided in Section 4.4. The deposit of the proceeds of any Additional Bonds shall be as set forth in a supplement to this Indenture in connection with the issuance of such series of Additional Bonds.

(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 2020[___] Bonds on the next February 1 or August 1 plus Annual Fees; (b) proceeds of the Series 2020[___] 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 2020[___] 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 Controller 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 2020[___] 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 2020[___] 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, without further authorization, be used (i) first, to pay amounts due on the Series 2020[___] Bonds and amounts due on any obligations issued on a parity with the Series 2020[___] Bonds as to the pledge of Tax Increment (“Parity TIF Obligations”), (ii) second, to redeem or defease the Series 2020[___] Bonds in whole or in part; and (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 2020[___] 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 2020[___] 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.

(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 2020[___] 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 2020[___] 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 2020[] BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices.

(a) The Series 2020[] 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 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 2020[] Bonds pursuant to Section 5.1(a) hereof, notice of the call for any such redemption identifying the Series 2020[] Bonds, or portions of fully registered Series 2020[] 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 2020[] 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 2020[] Bond numbers and called amounts of each Series 2020[] 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 2020[] Bond shall not affect the validity of any proceedings for the redemption of other Series 2020[] Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2020[] 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 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 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 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such 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 Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 2020[] Bonds at the time outstanding are to be called for redemption, the maturities of Series 2020[]

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 2020[___] Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Series 2020[___] Bonds or portions of Series 2020[___] Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2020[___] Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 2020[___] 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 2020[___] 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 2020[___] Bond shall surrender such Series 2020[___] 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 2020[___] Bond or Series 2020[___] Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 2020[___] 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, the 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 4.1 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(1), 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 is 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 (including Additional Bonds), 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 2020[___] 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. 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 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 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 2020[] Bonds. If the owner of any Series 2020[] 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 2020[] Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 2020[] 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 7.3 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, 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

[TRUSTEE], as Trustee

By: _____
(Written Signature)

(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design, acquisition, construction, installation, equipping and improvement projects in, serving or benefitting the Firehouse Allocation Area which are necessary to facilitate the orderly development therein, including, but not limited to site improvements, the contribution of land and the design and construction of a residential housing project and a public plaza.

EXHIBIT B
COSTS OF ISSUANCE

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RESOLUTION CC-05-18-20-02

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
APPROVING CERTAIN MATTERS IN CONNECTION WITH THE CITY CENTER
REDEVELOPMENT AREA (FIREHOUSE ALLOCATION AREA)

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the City Center Redevelopment Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

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 Resolution No. 2020-03 on February 19, 2020 (the “CRC Resolution”), which made certain amendments to the previously declared City Center Redevelopment Area (the “Redevelopment Area”); and

WHEREAS, the City of Carmel Plan Commission, on March 19, 2020, approved and adopted a resolution (the “Plan Commission Order”) determining that the CRC Resolution conforms to the plan of development for the City of Carmel, Indiana (the “City”) and approving the CRC Resolution; and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the CRC Resolution and the Plan Commission Order to the Common Council of the City.

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, in all respects, conforms to the plan of development for the City, and approves in all respects, the CRC Resolution and the Plan Commission Order.
- 2. 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.

40 **PASSED** by the Common Council of the City of Carmel, this ____ day of _____,
41 2020, by a vote of _____ ayes and _____ nays.

42
43 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**
44

45
46 _____
47 Laura D. Campbell, President

_____ Sue Finkam, Vice-President

48
49 _____
50 H. Bruce Kimball

_____ Kevin D. Rider

51
52 _____
53 Anthony Green

_____ Jeff Worrell

54
55 _____
56 Tim Hannon

_____ Miles Nelson

57
58 _____
59 Adam Aasen

60
61 ATTEST:

62
63 _____
64 Sue Wolfgang, Clerk

65
66 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
67 _____ 2020, at _____ .M.

68
69 _____
70 Sue Wolfgang, Clerk

71
72 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
73 _____ 2020, at _____ .M.

74
75 _____
76 James Brainard, Mayor

77
78 ATTEST:

79
80 _____
81 Sue Wolfgang, Clerk

82 Prepared by: Bruce D. Donaldson
83 Barnes & Thornburg LLP
84 11 South Meridian Street
85 Indianapolis, IN 46204
86

RESOLUTION NO. PC-3-17-2020-a

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION APPROVING
AMENDMENTS TO THE DECLARATORY RESOLUTION AND REDEVELOPMENT PLAN
FOR THE CITY CENTER REDEVELOPMENT AREA (FIREHOUSE ALLOCATION AREA)**

WHEREAS, the City of Carmel Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for the City of Carmel, Indiana (the "City"); and

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission") on February 19, 2020, approved and adopted Resolution No. 2020-03 (the "Resolution") approving certain amendments to the declaratory resolution and redevelopment plan for the City Center Redevelopment Area (the "Plan Supplement"); and

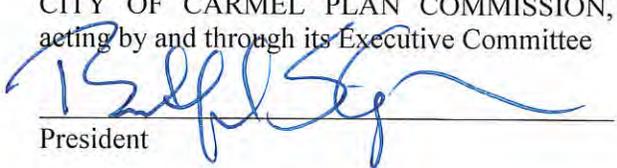
WHEREAS, the Redevelopment Commission has submitted the Resolution and the Plan Supplement to this Plan Commission.

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.
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.

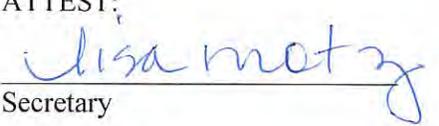
SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 19th day of March, 2020.

CITY OF CARMEL PLAN COMMISSION,
acting by and through its Executive Committee



President

ATTEST:



Secretary

RESOLUTION NO. 2020-03

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE
DEVELOPMENT PLAN FOR THE CITY CENTER
REDEVELOPMENT 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 amended a redevelopment area pursuant to Section 15 of the Act known as the “City Center Redevelopment Area” (the “Redevelopment Area”), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, one of which is known as the City Center Redevelopment Allocation Area (the “City Center Redevelopment Allocation Area”) and approved a redevelopment plan for the Redevelopment Area, which plan has subsequently been incorporated into and replaced by an Integrated Economic Development Plan & Amended Redevelopment Plan which applies to the Redevelopment Area (the “Plan”) pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan to (i) remove the area described on Exhibit A attached hereto from the City Center Redevelopment Allocation Area, (ii) 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 Firehouse Allocation Area (the “Firehouse Allocation Area”), and (iii) adopt a supplement to the Plan attached hereto as Exhibit B (the “2020 Plan Supplement”) (clauses (i) through and including (iii), collectively, the “2020 Firehouse Amendments”); and

WHEREAS, the 2020 Firehouse Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Sections 15, 16, and 17 of the Act have been created to permit the creation of “redevelopment project areas”, and to provide that this Commission may exercise certain rights, powers, privileges and immunities in a redevelopment project area, subject to the conditions set forth in the Act; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation and expansion of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said Section; and

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15, 16, 17, and 39 of the Act to the 2020 Firehouse Amendments; and

WHEREAS, the Commission now desires to approve the 2020 Firehouse 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. The Commission hereby reaffirms its findings that the Redevelopment Area, including the Firehouse Allocation Area, is an “an area needing redevelopment” within the meaning of Section 15 of the Act, because it is an area in which normal development and occupancy are undesirable or impossible because of the lack of development, the cessation of growth and the deterioration of improvements in the Redevelopment Area; the character of occupancy, age, and obsolescence of property in the Redevelopment Area; the substandard condition of buildings in the Redevelopment Area; and other factors that impair values or prevent a normal use or development of property in the Redevelopment Area.

2. The 2020 Plan Supplement for the Firehouse Allocation Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under the Act because of lack of development, cessation of growth, deteriorating improvements, age and the substandard condition of buildings in the Redevelopment Area.

3. The public health and welfare will be benefited by the 2020 Firehouse Amendments.

4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Redevelopment Area, as provided in the 2020 Firehouse Amendments and to continue to develop the Redevelopment Area, including the Firehouse Allocation Area under the Act.

5. The accomplishment of the 2020 Plan Supplement for the Firehouse Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2020 Plan Supplement, conform to the comprehensive plan of development for the City of Carmel, Indiana (the “City”).

7. The 2020 Firehouse Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

9. In support of the findings and determinations set forth in Sections 1 through 7 above, the Commission hereby adopts the specific findings set forth in the 2020 Plan Supplement.

10. The Commission does not at this time propose to acquire any additional parcels of land or interests in land within the boundaries of the Firehouse 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 2020 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

11. The Commission finds that no residents of the Redevelopment Area will be displaced by any project resulting from the 2020 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

12. The 2020 Firehouse Amendments are hereby in all respects approved.

13. The area described in Exhibit A is hereby removed from the City Center Redevelopment Allocation Area and is hereby designated as a separate "allocation area" pursuant to Section 39 of the Act, to be known as the "Firehouse 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 Firehouse Allocation Area hereby designated as the "Firehouse 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 June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

14. The foregoing allocation provision shall apply to the Firehouse Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Firehouse 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. The base assessment date for the Firehouse Allocation Area is January 1, 2020.

15. 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 Firehouse 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 Firehouse Allocation Area.

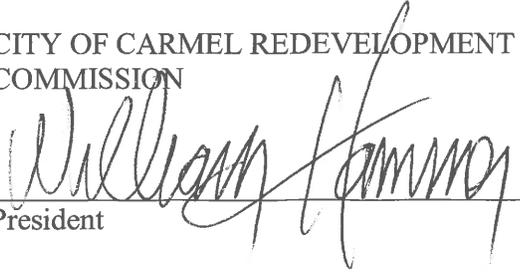
16. This Resolution, together with any supporting data, shall be submitted to the City of Carmel Plan Commission (the "Plan Commission") and the Common Council of the City (the "Council") as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

17. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 19th day of February, 2020.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President

Vice President


Secretary



Member



Member

EXHIBIT A

Description of the Firehouse Allocation Area

The Firehouse Allocation Area is described as follows, and shown on the map attached hereto.

TRACT I:

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
(ALL REFERENCES TO DEEDS, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE HAMILTON COUNTY RECORDER'S OFFICE, UNLESS OTHERWISE NOTED)
BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER WHICH BEARS SOUTH 00 DEGREES 13 MINUTES 53 SECONDS EAST 1188.00 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST 51.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD PER THE QUITCLAIM DEED RECORDED PER INSTRUMENT NUMBER 200400005236, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MONON GREEN BOULEVARD PER THE LIMITED WARRANTY DEED RECORDED PER INSTRUMENT NUMBER 200200025738;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 241.19 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION;
THENCE SOUTH 00 DEGREES 01 MINUTE 52 SECONDS EAST, A DISTANCE OF 296.66 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 87.50 FEET;
THENCE NORTH 00 DEGREES 01 MINUTE 52 SECONDS WEST, A DISTANCE OF 295.81 FEET TO AFORESAID SOUTH RIGHT-OF-WAY LINE OF MONON GREEN BOULEVARD;
THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 12 MINUTES 23 SECONDS EAST, A DISTANCE OF 87.50 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.595 ACRES, MORE OR LESS.
EXCEPT ANY PART OF THE ABOVE DESCRIBED PARCEL LYING WITHIN THE VETERANS WAY PUBLIC RIGHT OF WAY. THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).

TRACT II: FIRE STATION PARKING LOT (29-09-36-000-008.002-018)

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS EAST (BASIS OF BEARINGS ASSUMED FROM THE QUITCLAIM DEED GRANTED TO PEDCOR OFFICE, LLC RECORDED AS INSTRUMENT NUMBER 200500045693 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA) 1188.00 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE EASTERLY EXTENSION OF THE SOUTHERN LINE OF THE 1.004-ACRE TRACT OF LAND GRANTED TO THE CITY OF CARMEL, INDIANA ("MONON GREEN BOULEVARD") (RECORDED AS INSTRUMENT NUMBER 200200025738 IN SAID RECORDER'S OFFICE); THENCE SOUTH 89 DEGREES 12 MINUTES 13 SECONDS WEST 386.14 FEET (386.16 FEET - DEED) ALONG SAID EXTENSION AND SAID SOUTHERN LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THE TRACT OF LAND GRANTED TO THE CITY OF CARMEL REDEVELOPMENT COMMISSION ("NORTHWEST PARKING TRACT") (RECORDED AS INSTRUMENT NUMBER 20010002903 IN SAID RECORDER'S OFFICE); THENCE SOUTH 00 DEGREES 09 MINUTES 12 SECONDS EAST 275.75 FEET ALONG THE WESTERN LINE OF SAID NORTHWEST PARKING TRACT AND THE WESTERN LINE OF THE TRACT OF LAND GRANTED TO THE CITY OF CARMEL REDEVELOPMENT

COMMISSION (RECORDED AS INSTRUMENT NUMBER 20010002903 IN SAID RECORDER'S OFFICE), SAID WESTERN LINES BEING COINCIDENT WITH THE CENTERLINE OF A 66-FOOT-WIDE POWER LINE EASEMENT (RECORDED AS DEED BOOK 130, PAGE 200 IN SAID RECORDER'S OFFICE); THENCE SOUTH 89 DEGREES 12 MINUTES 13 SECONDS WEST 304.73 FEET PARALLEL WITH THE SOUTHERN LINE OF SAID MONON GREEN BOULEVARD TO THE EASTERN LINE OF THE MONON TRAIL; THENCE NORTH 00 DEGREES 51 MINUTES 54 SECONDS WEST 275.74 FEET ALONG SAID EASTERN LINE TO THE SOUTHERN LINE OF SAID MONON GREEN BOULEVARD; THENCE NORTH 89 DEGREES 12 MINUTES 13 SECONDS EAST 308.16 FEET ALONG SAID SOUTHERN LINE TO THE POINT OF BEGINNING, CONTAINING 1.940 ACRES, MORE OR LESS.

TRACT III:

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(ALL REFERENCES TO DEEDS, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE HAMILTON COUNTY RECORDER'S OFFICE, UNLESS OTHERWISE NOTED)

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER WHICH BEARS SOUTH 00 DEGREES 13 MINUTES 53 SECONDS EAST 1188.00 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST 51.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD PER THE QUITCLAIM DEED RECORDED PER INSTRUMENT NUMBER 200400005236, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MONON GREEN BOULEVARD PER THE LIMITED WARRANTY DEED RECORDED PER INSTRUMENT NUMBER 200200025738;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 643.12 FEET TO A POINT ON THE FORMER EAST RIGHT-OF-WAY LINE OF THE CSX RAILROAD CORRIDOR;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 275.49 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED MARCH 9, 2017 PER INSTRUMENT NUMBER 2017010195, BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL, NORTH 89 DEGREES 13 MINUTES 37 SECONDS EAST, A DISTANCE OF 71.55 FEET;

THENCE SOUTH 00 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 251.27 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 71.55 FEET TO THE WEST LINE OF THE PARCEL REFERENCED IN THE SPECIAL WARRANTY DEED RECORDED MARCH 8, 2017 PER INSTRUMENT NUMBER 2017010009;

THENCE ALONG THE WEST LINE OF SAID PARCEL PER THE SPECIAL WARRANTY DEED RECORDED PER INSTRUMENT NUMBER 2017010009, NORTH 00 DEGREES 51 MINUTES 53 SECONDS WEST, A DISTANCE OF 250.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.412 ACRES, MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).

TRACT IV:

PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(ALL REFERENCES TO DEEDS, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE HAMILTON COUNTY RECORDER'S OFFICE, UNLESS OTHERWISE NOTED)

COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER WHICH BEARS SOUTH 00 DEGREES 13 MINUTES 53 SECONDS EAST 1188.00 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST 51.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD PER THE QUITCLAIM DEED RECORDED PER INSTRUMENT NUMBER 200400005236, SAID POINT

BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MONON GREEN BOULEVARD PER THE LIMITED WARRANTY DEED RECORDED PER INSTRUMENT NUMBER 200200025738;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 328.69 FEET TO THE NORTHWEST CORNER OF THE PARCEL PER INSTRUMENT NUMBER 2020001180 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE ALONG THE WEST LINE OF SAID PARCEL PER INSTRUMENT NUMBER 2020001180, SOUTH 00 DEGREES 01 MINUTE 52 SECONDS EAST, A DISTANCE OF 199.87 FEET;
THENCE SOUTH 89 DEGREES 13 MINUTES 37 SECONDS WEST, A DISTANCE OF 5.86 FEET TO A POINT ON THE EASTERLY LINE OF THE PARCEL PER INSTRUMENT NUMBER 2017010195;
THENCE ALONG THE EASTERLY LINE OF SAID PARCEL PER INSTRUMENT NUMBER 2017010195, NORTH 00 DEGREES 09 MINUTES 38 SECONDS WEST, A DISTANCE OF 199.86 FEET TO AFORESAID SOUTH RIGHT-OF-WAY LINE OF MONON GREEN BOULEVARD;
THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 12 MINUTES 23 SECONDS EAST, A DISTANCE OF 6.31 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.028 ACRES, MORE OR LESS.
THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).



HEET
C-100

**FIREHOUSE SQUARE
TOWNHOMES**
VETERANS WAY & MONON GREEN BOULEVARD
CARMEL, INDIANA
DEVELOPMENT PLAN

225 South Ardmore Street
Indianapolis, IN 46204
317.259.7500
WOLBERT
ARCHITECTS
4401 E. 82nd Street
Indianapolis, IN 46214

PROJECT NO.	DATE	REVISION

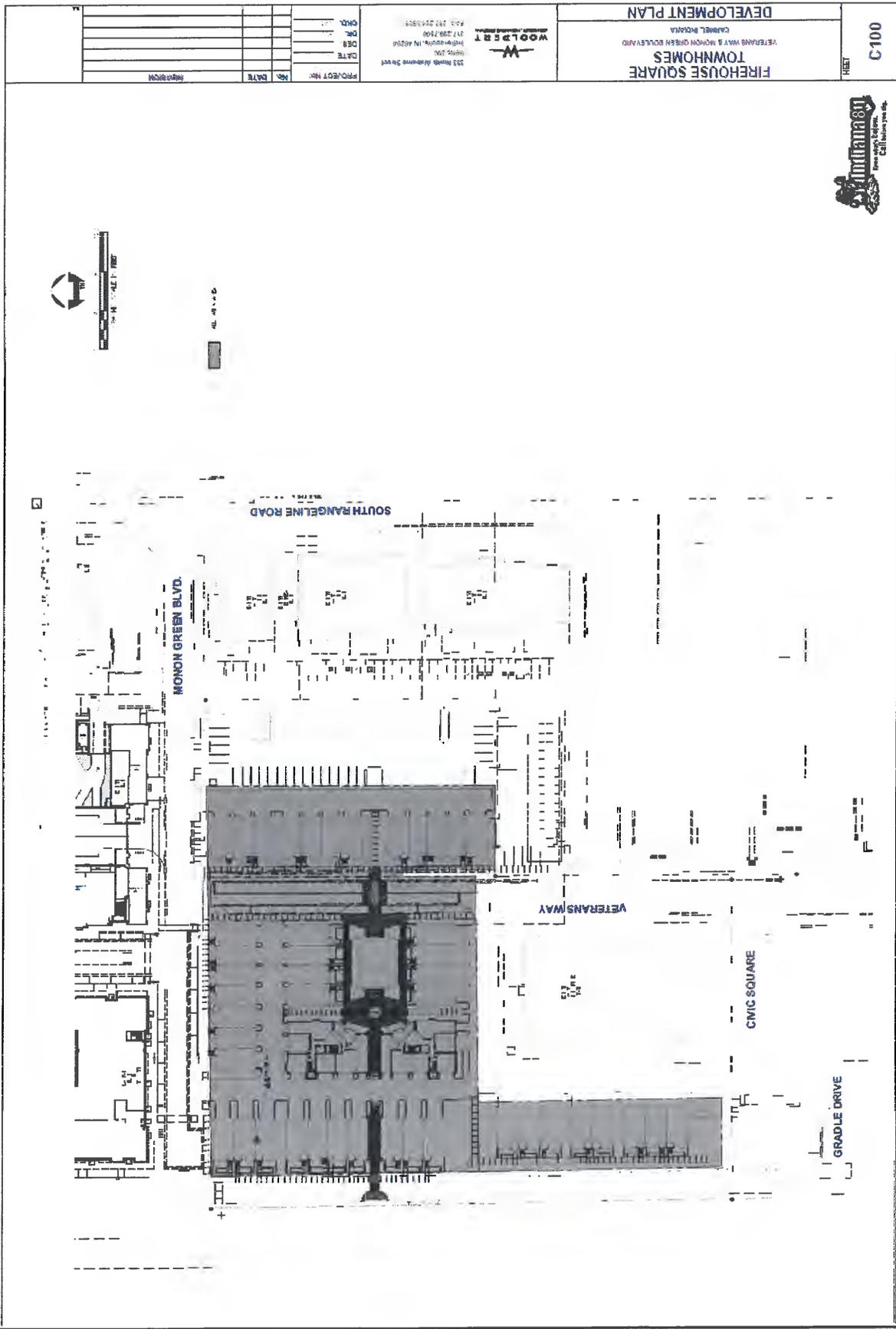


EXHIBIT B

2020 Plan Supplement

The Plan is hereby supplemented by adding the following project to the Plan:

The contribution of land and the design and construction of a residential housing complex and public plaza to be located within the Firehouse Allocation Area (the "Project"). The Commission will capture tax increment revenues from the Firehouse Allocation Area to compensate the Commission for the value of the land that it will contribute to the Project. Based on representations by the developer of the Project, the Project will not proceed as planned without the contribution of land by the Commission. The capture of tax increment revenues from the Firehouse Allocation Area will allow the Commission to afford to make this contribution of land by providing this alternative means of compensation to the Commission. The Commission may also utilize the captured tax increment revenues to further assist in the development of the Project, either directly or through bonding.

ORDINANCE NO. D-2521-20

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AMENDING SECTIONS 8-48 OF THE CARMEL CITY CODE.**

Synopsis: Ordinance adds various parking restrictions to Carmel City Code.

WHEREAS, pursuant to Indiana Code 9-21-1-3(a)(1), the City of Carmel, Indiana (the “City”) within the reasonable exercise of its police power, may by ordinance regulate vehicular parking;

WHEREAS, the City has previously regulated vehicular parking within its corporate limits, such regulations being codified, in part, in the City Code Sections 8-48; and

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the interests of the public safety and welfare to further regulate parking within the City.

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Carmel, Indiana, as follows:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The following subsections are hereby added to Carmel City Code Section 8-48 and shall read as follows:

“(s) Three-hour parking zones in the following areas from 12:00 p.m. to 8:00 p.m.:

- (1) Seven spaces on the west side of Veterans Way between Monon Green Blvd and an Unnamed Fire Road.
- (2) Nine spaces on the east side of Veterans Way between Monon Green Blvd and an Unnamed Fire Road.
- (3) Nine spaces on the south side of an Unnamed Fire Road between Rangeline Road and Veterans Way.
- (4) Ninety-six spaces in the parking lot bordered by Monon Green Blvd on the north and Veterans Way on the west.

(t) The Carmel Street Department shall post appropriate signs or markings setting forth the above parking limitations and indicating that the above locations are “tow away” zones.”

Section 3. The remaining provisions of Carmel City Code Section 8-48 are not affected by this Ordinance and shall remain in full force and effect.

Ordinance D-2521-20
Page One of Three Pages

This Ordinance was prepared by Jon Oberlander, Carmel Assistant Corporation Counsel, on 4/30/20 at 9:49 AM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

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SPONSOR: Councilor Worrell

Section 4. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. However, the repeal or amendment by this Ordinance of any other ordinance does not affect any rights or liabilities accrued, penalties incurred or proceedings begun prior to the effective date of this Ordinance. Those rights, liabilities and proceedings are continued and penalties shall be imposed and enforced under such repealed or amended ordinance as if this Ordinance had not been adopted.

Section 5. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, 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 the date of its passage and signing by the Mayor and such publication as required by law.

Section 7. The Carmel Street Department is directed to promptly add the appropriate signage to fulfill the mandates contained in this Ordinance upon its passage.

SPONSOR: Councilor Worrell

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2020, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Laura D. Campbell, President

Sue Finkam, Vice-President

H. Bruce Kimball

Kevin D. Rider

Anthony Green

Jeff Worrell

Timothy J. Hannon

Miles Nelson

Adam Aasen

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2020, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2020, at _____ .M.

James Brainard, Mayor

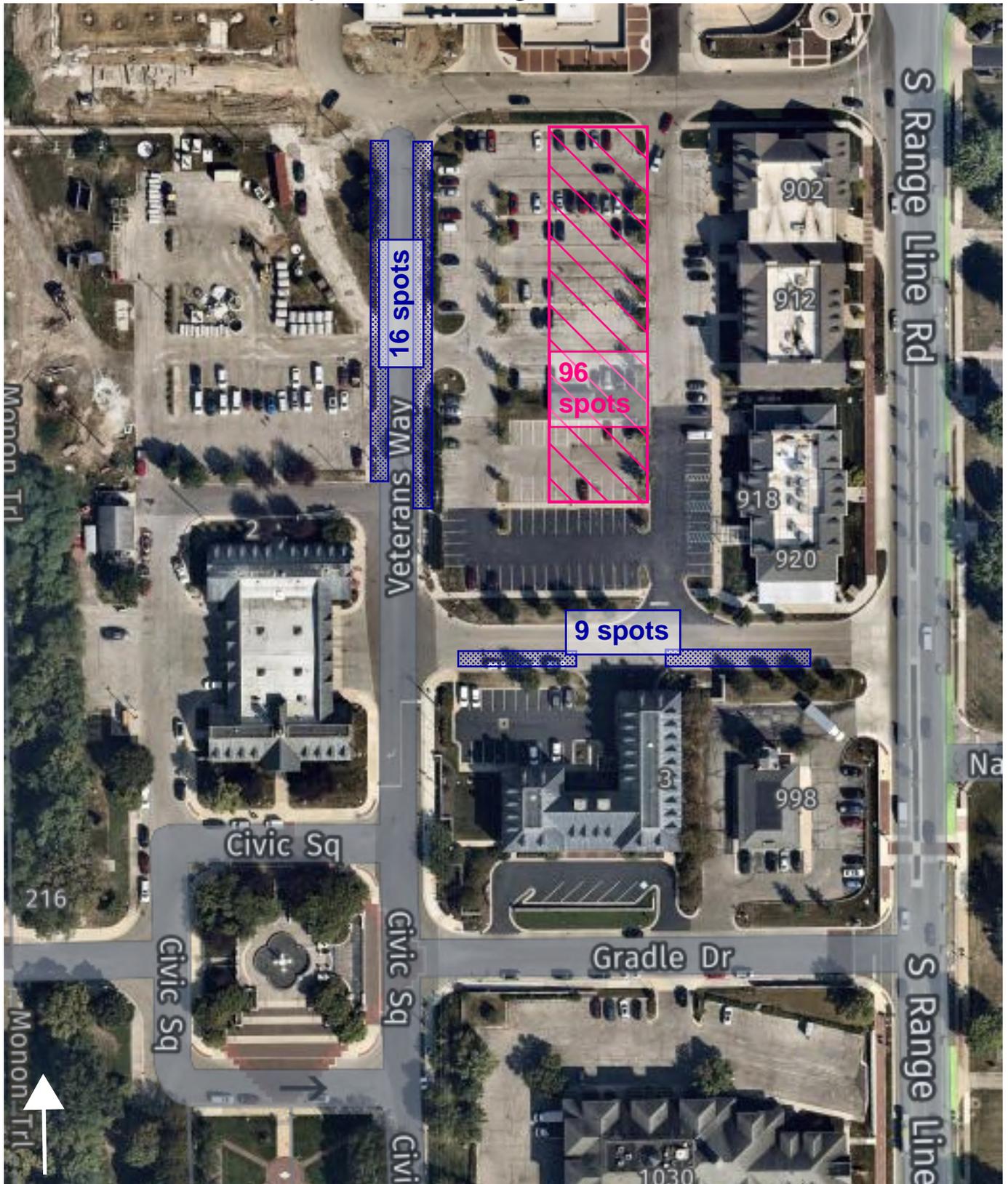
ATTEST:

Sue Wolfgang, Clerk

Ordinance D-2521-20
Page Three of Three Pages

This Ordinance was prepared by Jon Oberlander, Carmel Assistant Corporation Counsel, on 4/30/20 at 9:49 AM. It may have been subsequently revised. However, no subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.
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Proposed Parking Restrictions



Legend:

- : 3-hour parallel parking during business hours (noon - 8:00 P.M.)
- : 3-hour parking during business hours (noon - 8:00 P.M.)

NOTE: all parking space counts are estimates

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RESOLUTION CC-05-18-20-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
APPROVING CERTAIN MATTERS IN CONNECTION WITH THE CITY CENTER
REDEVELOPMENT AREA (MAGNOLIA ALLOCATION AREA)

Synopsis:

Resolution finds that a resolution adopted by the City of Carmel Redevelopment Commission making certain amendments to the Declaratory Resolution for the City Center Redevelopment Area conforms to the plan of development for the City of Carmel, approves such resolution and a resolution of the City of Carmel Plan Commission regarding the same.

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 Resolution No. 2019-18 on October 16, 2019 (the “CRC Resolution”), which made certain amendments to the previously declared City Center Redevelopment Area (the “Redevelopment Area”); and

WHEREAS, the City of Carmel Plan Commission, on December 17, 2019, approved and adopted a resolution (the “Plan Commission Order”) determining that the CRC Resolution conforms to the plan of development for the City of Carmel, Indiana (the “City”) and approving the CRC Resolution; and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the CRC Resolution and the Plan Commission Order to the Common Council of the City.

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, in all respects, conforms to the plan of development for the City, and approves in all respects, the CRC Resolution and the Plan Commission Order.
- 2. 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.

40 **PASSED** by the Common Council of the City of Carmel, this ____ day of _____,
41 2020, by a vote of _____ ayes and _____ nays.

42
43 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**
44

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46 _____
47 Laura D. Campbell, President

_____ Sue Finkam, Vice-President

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49 _____
50 H. Bruce Kimball

_____ Kevin D. Rider

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52 _____
53 Anthony Green

_____ Jeff Worrell

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55 _____
56 Tim Hannon

_____ Miles Nelson

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58 _____
59 Adam Aasen

60
61 ATTEST:

62
63 _____
64 Sue Wolfgang, Clerk

65
66 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
67 _____ 2020, at _____ .M.

68
69 _____
70 Sue Wolfgang, Clerk

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72 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
73 _____ 2020, at _____ .M.

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75 _____
76 James Brainard, Mayor

77
78 ATTEST:

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80 _____
81 Sue Wolfgang, Clerk

82 Prepared by: Bruce D. Donaldson
83 Barnes & Thornburg LLP
84 11 South Meridian Street
85 Indianapolis, IN 46204
86

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RESOLUTION NO. PC-12-17-2019-a

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION
APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION
AND DEVELOPMENT PLAN FOR THE CITY CENTER REDEVELOPMENT AREA**

WHEREAS, the City of Carmel Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for the City of Carmel, Indiana (the "City"); and

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission") on October 16, 2019, approved and adopted Resolution No. 2019-18 (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the City Center Redevelopment Area (the "Plan Supplement"); and

WHEREAS, the Redevelopment Commission has submitted the Resolution and the Plan Supplement to this Plan Commission; and

WHEREAS, the Plan Commission previously adopted its Resolution No. 8-20-2019-b on August 20, 2019, which also approved amendments the declaratory resolution and development plan for the City Center Redevelopment Area; and

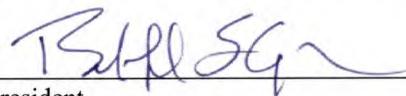
WHEREAS, the Plan Commission now desires to rescind Resolution No. 8-20-2019-b in its entirety and replace it with this resolution.

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.
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.
4. Resolution No. 8-20-2019-b adopted by the Plan Commission on August 20, 2019, is hereby rescinded in its entirety and replaced with this resolution.

SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 17th day of December, 2019.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

RESOLUTION NO. 2019-18

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE
DEVELOPMENT PLAN FOR THE CITY CENTER
REDEVELOPMENT 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 amended a redevelopment area pursuant to Section 15 of the Act known as the "City Center Redevelopment Area" (the "Redevelopment Area") and approved a redevelopment plan for the Redevelopment Area, which plan has subsequently been incorporated into and replaced by an Integrated Economic Development Plan & Amended Redevelopment Plan which applies to the Redevelopment Area (the "Plan") pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan to (i) add the described on Exhibit A attached hereto (the "2019 Expansion Area") as part of the Redevelopment Area, (ii) designate the entirety of the 2019 Expansion Area as a new allocation area pursuant to Section 39 of the Act to be known as the Magnolia Allocation Area (the "Magnolia Allocation Area"), and (iii) adopt a supplement to the Plan attached hereto as Exhibit B (the "2019 Plan Supplement") (clauses (i) through and including (iii), collectively, the "2019 Magnolia Amendments"); and

WHEREAS, the Commission hereby finds that normal development and occupancy in the 2019 Expansion Area are undesirable or impossible because of lack of development, cessation of growth, deteriorating improvements, age, and substandard buildings, which conditions cannot be corrected by regulatory processes or the ordinary operations of private enterprise without resort to the Act, the public health and welfare will be benefited by the acquisition and/or redevelopment of the 2019 Expansion Area under the Act and the 2019 Magnolia Amendments will result in new taxes in the 2019 Expansion Area that would not have been generated but for the adoption of the 2019 Magnolia Amendments; and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the 2019 Expansion Area, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, remediation, replatting, replanning, rezoning, or redevelopment of the 2019 Expansion Area, the parts of the 2019 Expansion Area to be devoted to public ways, levees, sewerage, and other public purposes under the Plan as amended herein, and lists of the owners of any parcels proposed to be acquired, together with an estimate of the cost of acquisition and redevelopment; and

WHEREAS, the 2019 Magnolia Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Sections 15, 16, and 17 of the Act have been created to permit the creation of “redevelopment project areas”, and to provide that this Commission may exercise certain rights, powers, privileges and immunities in a redevelopment project area, subject to the conditions set forth in the Act; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation and expansion of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said Section; and

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15, 16, 17, and 39 of the Act to the 2019 Magnolia Amendments; and

WHEREAS, the Commission now desires to approve the 2019 Magnolia Amendments; and

WHEREAS, the Commission previously adopted its Resolution No. 2019-08 on June 25, 2019, which also amended the declaratory resolution and development plan for the City Center Redevelopment Area; and

WHEREAS, the Commission now desires to rescind Resolution No. 2019-08 in its entirety and replace it with this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City of Carmel Redevelopment Commission, governing body of the City of Carmel Redevelopment District, as follows:

1. The Commission hereby reaffirms its findings that the Redevelopment Area, including the 2019 Expansion Area, is an “an area needing redevelopment” within the meaning of Section 15 of the Act, because it is an area in which normal development and occupancy are undesirable or impossible because of the lack of development, the cessation of growth and the deterioration of improvements in the Redevelopment Area; the character of occupancy, age, and obsolescence of property in the Redevelopment Area; the substandard condition of buildings in the Redevelopment Area; and other factors that impair values or prevent a normal use or development of property in the Redevelopment Area.

2. The 2019 Plan Supplement for the 2019 Expansion Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under the Act because of lack of development, cessation of growth, deteriorating improvements, age and the substandard condition of buildings in the Redevelopment Area.

3. The public health and welfare will be benefited by the 2019 Magnolia Amendments.

4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Redevelopment Area, as expanded by the 2019 Expansion Area, as provided in the

2019 Magnolia Amendments and to continue to develop the Redevelopment Area, as expanded by the 2019 Expansion Area under the Act.

5. The accomplishment of the 2019 Plan Supplement for the 2019 Expansion Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2019 Plan Supplement, conform to the comprehensive plan of development for the City of Carmel, Indiana (the "City").

7. The 2019 Magnolia Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

9. In support of the findings and determinations set forth in Sections 1 through 7 above, the Commission hereby adopts the specific findings set forth in the 2019 Plan Supplement.

10. The Commission does not at this time propose to acquire any additional parcels of land or interests in land within the boundaries of the 2019 Expansion 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 2019 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

11. The Commission finds that no residents of the Redevelopment Area, as amended by the 2019 Expansion Area, will be displaced by any project resulting from the 2019 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

12. The 2019 Expansion Area is hereby added to the Redevelopment Area and is designated as a "Redevelopment Area" under the Act.

13. The 2019 Magnolia Amendments are hereby in all respects approved.

14. The entirety of the 2019 Expansion Area is hereby designated as an "allocation area" pursuant to Section 39 of the Act, to be known as the "Magnolia 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 Magnolia Allocation Area hereby designated as the “Magnolia 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 June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

15. The foregoing allocation provision shall apply to the Magnolia Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Magnolia 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. The base assessment date for the Magnolia Allocation Area is January 1, 2019.

16. 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 Magnolia 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 Magnolia Allocation Area.

17. 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.

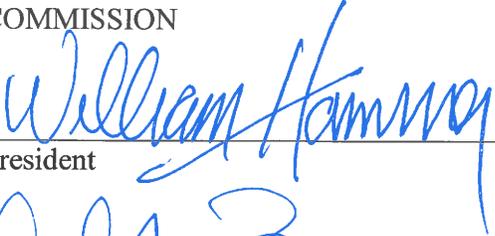
18. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

19. Resolution No. 2019-08 adopted by the Commission on June 25, 2019, is hereby rescinded in its entirety and replaced with this Resolution.

20. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

Adopted the 16th day of October, 2019.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President



Vice President



Secretary



Member



Member

EXHIBIT A

Description of the 2019 Expansion Area and the Magnolia Allocation Area

The 2019 Expansion Area consists of the following parcels, together with any and all public rights of way that physically connect any of the described parcels to each other and the existing Redevelopment Area; the 2019 Expansion Area shall be added to the Redevelopment Area and shall be designated as an allocation area to be known as the Magnolia Allocation Area.

PARCEL ID NUMBERS:

16-10-31-01-12-015.000
16-10-31-01-12-002.000
16-10-31-01-12-005.000
16-10-31-01-12-006.000
16-10-31-01-12-007.000
16-10-31-01-13-001.000

EXHIBIT B

2019 Plan Supplement

The Plan is hereby supplemented by adding the following project to the Plan:

The contribution of land and the design and construction of a condominium complex and apartments to be located within the Magnolia Allocation Area (the "Project"). The Commission will capture tax increment revenues from the Magnolia Allocation Area to compensate the Commission for the value of the land that it will contribute to the Project. Based on representations by the developer of the Project, the Project will not proceed as planned without the contribution of land by the Commission. The capture of tax increment revenues from the Magnolia Allocation Area will allow the Commission to afford to make this contribution of land by providing this alternative means of compensation to the Commission. The Commission may also utilize the captured tax increment revenues to further assist in the development of the Project, either directly or through bonding.

ORDINANCE NO. D-2527-20

**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 ECONOMIC DEVELOPMENT FUND (#903)**

Synopsis: This ordinance appropriates funds currently in the operating balance of the Economic Development Fund (#903) so that they can be used to conduct a TIF study.

WHEREAS, it is in the best interest of the citizens of City of Carmel to conduct a rigorous study to quantify the City's return on investment for TIF projects; and

WHEREAS, the Economic Development Fund (#903) (the "Fund") currently has Seventy Five Thousand Dollars (\$75,000.00) within its operating balance; and

WHEREAS, in order to use these funds to conduct a TIF study, the Carmel Common Council must appropriate the money currently within the Fund;

WHEREAS, the operating balance of the Economic Development Fund (#903) currently has excess funds in the amount of Seventy Five Thousand (\$75,000.00).

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that the following additional sum of money is hereby appropriated out of the Economic Development Fund (#903) Operating Balance and for the purposes specified, subject to applicable laws, as follows:

\$75,000.00 from the ECONOMIC DEVELOPMENT FUND OPERATING Balances

To

Economic Development Fund: Line item 43-419.99 – Other Professional Fees \$75,000.00

This Ordinance shall be in full force and effect from and after the date of its passage, execution by the Mayor.

PASSED by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2020, by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Laura D. Campbell, President

Sue Finkam, Vice-President

H. Bruce Kimball

Kevin D. Rider

Anthony Green

Jeff Worrell

Tim Hannon

Miles Nelson

Adam Aasen

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2020, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2020, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Ordinance D-2527-20
Page Two of Two Pages

ORDINANCE D-2528-20

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS
FROM THE GENERAL FUND #101 TO THE 2020 BROOKSHIRE GOLF COURSE BUDGET**

Synopsis: This ordinance authorizes and approves an additional appropriation of \$34,025.00 from the General Fund into the 2020 Golf Course Budget to cover costs associated with operating and maintaining the Brookshire Golf Club Pool.

WHEREAS, due to the construction of a new pool facility at the Brookshire Golf Course (the “Pool”), the City was responsible for operating and maintaining the Pool during the 2019 season; and

WHEREAS, the City has received Thirty Four Thousand Twenty Five Dollars (\$34,025.00) from Pool memberships and rentals, all of which have been deposited into the operating balances of the General Fund (#101); and

WHEREAS, the funds received from Pool memberships and rentals are needed to cover the costs associated with operating and maintaining the Pool; and

WHEREAS, the General Fund, Fund #101 has excess funds in the amount of Thirty Four Thousand Twenty Five Dollars (\$34,025.00) in the operating balance to appropriate into Brookshire Golf Course budget line item 43-509.00 – Other Contractual Services.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that the following additional sum of money is hereby appropriated out of the General Fund Operating Balance and for the purposes specified, subject to applicable laws, as follows:

\$34,025.00 from the GENERAL FUND OPERATING Balances

To

Brookshire Golf Course (#1207): Line item 43-509.00 – Other Contractual Services \$34,025.00

This Ordinance was prepared by Jon A. Oberlander, Assistant Corporation Counsel, on 05/19/2020 at 4:44 p.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

46 **PASSED** by the Common Council of the City of Carmel, Indiana, this ____ day of _____,
47 2020, by a vote of ____ ayes and ____ nays.

48
49 **COMMON COUNCIL FOR THE CITY OF CARMEL**

50
51 _____
52 Laura D. Campbell, President Sue Finkam, Vice-President

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55 _____
56 H. Bruce Kimball Kevin D. Rider

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59 _____
60 Anthony Green Jeff Worrell

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63 _____
64 Tim Hannon Miles Nelson

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67 _____
68 Adam Aasen

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70 ATTEST:
71 _____
72 Sue Wolfgang, Clerk

73
74 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
75 _____ 2020, at _____ .M.

76
77 _____
78 Sue Wolfgang, Clerk

79
80 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
81 _____ 2020, at _____ .M.

82
83 _____
84 James Brainard, Mayor

85 ATTEST:
86 _____
87 Sue Wolfgang, Clerk

This Ordinance was prepared by Jon A. Oberlander, Assistant Corporation Counsel, on 05/19/2020 at 4:44 p.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.