

COMMON COUNCIL MEETING AGENDA

MONDAY, NOVEMBER 20, 2023 – 6:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. **CALL TO ORDER**
2. **AGENDA APPROVAL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**
 - a. **Presentation of the Range Line Pioneer Award to Mo Merhoff**
 - b. **Proclamation Celebrating Hindu American Awareness and Appreciation Month**
6. **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**
7. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**
8. **CONSENT AGENDA**
 - a. **Approval of Minutes**
 1. October 16, 2023 Regular Meeting
 2. October 24, 2023 Special Meeting
 3. November 2, 2023 Special Meeting
 - b. **Claims**
 1. General Claims \$2,393,640.51
 2. Retirement \$107,695.97
 3. Wire Transfers \$4,528,869.74
9. **ACTION ON MAYORAL VETOES**
10. **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.

11. **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. **Presentation from Bike Carmel**
- l. All reports designated by the Chair to qualify for placement under this category.

12. **OLD BUSINESS**

13. **PUBLIC HEARINGS**

- a. **First Reading of Ordinance D-2685-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the Operating Balance of the General Fund to the 2023 Carmel Fire Department Budget; Sponsor: Councilor Rider.

Synopsis:

This ordinance appropriates funds to the 2023 Carmel Fire Department budget that were received by the City as reimbursements for the performance of public safety functions at public events. It also appropriates funds received from FEMA grants, participation in the Indiana Task Force and the Hamilton County Community Opioid Prevention Efforts' Quick Response Team to the 2023 Carmel Fire Department Budget.

- b. **First Reading of Ordinance D-2686-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Additional Appropriation of Funds from the Operating Balance of the General Fund to the 2023 Community Relations and Economic Development Budget; Sponsor: Councilor Rider.

Synopsis:

This ordinance appropriates \$3,750 in grant funds that were received from the Indiana Arts Commission.

- c. **First Reading of Ordinance D-2687-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Authorizing and Approving an Appropriation of Funds from the Non-Reverting Carter Green Ice Rink Fund (Fund #922); Sponsor: Councilor Rider.

Synopsis:

Appropriates fees collected from the Carter Green ice skating rink to pay for ice rink operating expenses for the 2023-24 skating season.

- d. **First Reading of Ordinance Z-684-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 154 W. Carmel Drive to the C1/City Center District; Sponsor: Councilor Aasen

Synopsis:

This ordinance rezones 3.3 acres located at the northeast corner of Carmel Drive and the Monon Greenway to the C1/City Center District.

- e. **First Reading of Ordinance Z-685-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Rezoning 988 3rd Avenue SW to the C1/City Center District; Sponsor: Councilor Aasen

Synopsis:

This ordinance rezones 5.5 acres located at the northeast corner of 3rd Avenue SW and Gradle Drive to the C1/City Center District.

- f. **First Reading of Ordinance Z-686-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Updating Owners' Association Standards in the Unified Development Ordinance; Sponsor(s): Councilor(s) Campbell, Aasen and Finkam

Synopsis:

This ordinance requires that owners' associations allow changes to governing documents relating to rental restrictions with no more than a simple majority of its owners.

14. **NEW BUSINESS**

- a. **First Reading of Ordinance D-2689-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Ordinance No. D-2486-19; Sponsor(s): Councilor(s) Aasen, Finkam and Worrell.

Synopsis:

Ordinance amends prior Ordinance No. D-2486-19 to authorize a maximum interest rate of 6% (rather than the original 5%) for bond anticipation notes of the waterworks.

- b. **First Reading of Ordinance D-2695-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending the 2024 Salary Ordinance; Sponsor: Councilor Rider.

Synopsis:

This ordinance amends the 2024 Executive branch salary ordinance by adding a new position within the Carmel Police Department and adding On-call compensation for certain employees of the Department of Community Services, office of Building Safety and Code Enforcement.

- c. **Resolution CC-11-20-23-06**; A Resolution of the Common Council of the City of Carmel, Indiana, Regarding an Intergovernmental Transfer of Real Property; Sponsor: Councilor Worrell.

Synopsis:

Transfers four parcels of real property owned by the City of Carmel to the Carmel Redevelopment Commission for a future redevelopment project.

- d. **First Reading of Ordinance D-2688-23**; 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 Gramercy Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Worrell.

Synopsis:

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

- e. **First Reading of Ordinance D-2690-23**; 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 Valentina Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Worrell.

Synopsis:

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

- f. **Resolution CC-11-20-23-01**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Integrated 126th Street Corridor Economic Development Area (Amended 126th Street Allocation Area and Proscenium II Allocation Area); Sponsor: Councilor Worrell.

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission removing parcels from the Amended 126th Street Allocation Area and resetting the base assessment date for the Proscenium II Allocation Area, both of which are located within the Integrated 126th Street Corridor Economic Development Area, and (2) a related Carmel Plan Commission resolution.

- g. **Resolution CC-11-20-23-02**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the North Illinois Street Economic Development Area (Franciscan North Allocation Area); Sponsor: Councilor Worrell.

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission resetting the base assessment date for the Franciscan North Allocation Area within the North Illinois Street Economic Development Area, and (2) a related Carmel Plan Commission resolution.

- h. **Resolution CC-11-20-23-03**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Michigan Road Economic Development Area; Sponsor: Councilor Worrell.

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission creating the Michigan Road Economic Development Area, designating the entirety thereof as a new allocation area known as the Michigan Road Allocation Area, and adopting an economic development plan for the Michigan Road Economic Development Area, and (2) a related Carmel Plan Commission resolution.

- i. **Resolution CC-11-20-23-04**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the Old Meridian Economic Development Area (Star Allocation Area); Sponsor: Councilor Worrell.

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission creating a new allocation area, known as the Star Allocation Area, within the Old Meridian Economic Development Area and adopting a supplement to the economic development plan for the Old Meridian Economic Development Area, and (2) a related Carmel Plan Commission resolution.

- j. **Resolution CC-11-20-23-05**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving Certain Matters in Connection with the 111 Penn Redevelopment Area (Penn 111 Allocation Areas); Sponsor: Councilor Worrell.

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission designating twelve separate allocation areas within the 111 Penn Redevelopment Area and adopting a supplement to the redevelopment plan for the 111 Penn Redevelopment Area, and (2) a related Carmel Plan Commission resolution.

- k. **Resolution CC-11-20-23-08**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the 2023 Motor Vehicle Highway Fund Street Department Budget; Sponsor: Councilor Worrell.

Synopsis:

Transfers \$1,026,900 from various line items to the Other Contracted Services line item within the 2023 Motor Vehicle Highway Fund Street Department budget.

- l. **Resolution CC-11-20-23-09**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Within the 2023 Information & Communication Systems (ICS) Department Budget; Sponsor(s): Councilor(s) Campbell and Aasen.

Synopsis:

Transfers \$100,400.00 to cover expenses incurred in various line items within the 2023 Information & Communication Systems Department (ICS) Budget.

- m. **Resolution CC-11-20-23-10**; A Resolution of the Common Council of the City of Carmel, Indiana, Authorizing a Transfer of Funds Within the 2023 Carmel Fire Department Budget; Sponsor: Councilor Worrell.

Synopsis:

Transfers \$375,000.00 from various line items into the Unscheduled Overtime line item in the 2023 Carmel Fire Department Budget.

- n. **Resolution CC-11-20-23-07**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds in the 2023 Department of Redevelopment Budget; Sponsor: Councilor Worrell.

Synopsis:

Transfers \$32,250 to cover expenses incurred in the Legal Fees line item within the 2023 Department of Redevelopment Budget.

- o. **Resolution CC-11-20-23-11**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds from the Grant Fund (Fund#900) into the General Fund (Fund#101); Sponsor: Councilor Rider.

Synopsis:

Transfers \$3,750.00 in grant funds that the City of Carmel received from the Indiana Arts Commission into the General Fund so that the grant funds can be appropriated into the Community Relations and Economic Development Department budget.

- p. **Resolution CC-11-20-23-12**; A Resolution of the Common Council of the City of Carmel, Indiana, Authorizing a Transfer of Funds Within the 2023 Carmel Police Department Budget; Sponsor(s): Councilor(s) Campbell and Aasen.

Synopsis:

Transfers \$255,000.00 from the Full Time Regular and Gasoline line items into various line items within the 2023 Carmel Police Department Budget.

- q. **Resolution CC-11-20-23-13**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Between the 2023 Department of Community Services Budget and the Non-Reverting Carmel Historic Preservation Fund (#507); Sponsor(s): Councilor(s) Campbell and Aasen.

Synopsis:

Transfers funds from the 2023 Department of Community Services Budget into the Non-Reverting Carmel Historic Preservation Fund (#507).

- r. **Resolution CC-11-20-23-14**; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds Between the 2023 Department of Community Services Budget and the Non-Reverting Sidewalk Program Fund (Fund #925); Sponsor(s): Councilor(s) Campbell and Aasen.

Synopsis:

Transfers \$8,636.20 from the 2023 Department of Community Services budget into the Non-Reverting Sidewalk Program Fund (Fund #925).

- s. **First Reading of Ordinance D-2691-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Designating the Caperton-Carter House Historic District Located at 35 and 39 Maplecrest Drive; Sponsor: Councilor Aasen.

Synopsis:

Designates a historic district consisting of the Caperton-Carter House property, located at 35 and 39 Maplecrest Drive.

- t. **First Reading of Ordinance D-2696-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Adding Chapter 8, Article 4, Section 8-44 to the Carmel City Code; Sponsor(s): Councilor(s) Worrell, Aasen, Rider and Hannon.

Synopsis:

Establishes a speed limit of 20 miles per hour within roundabouts.

15. **AGENDA ADD-ON ITEMS**

16. **OTHER BUSINESS**

17. **ANNOUNCEMENTS**

18. **ADJOURNMENT**

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3 **COMMON COUNCIL**
4 **MEETING MINUTES**

5 **MONDAY, OCTOBER 16, 2023 – 6:00 P.M.**
6 **COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE**
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9 **MEETING CALLED TO ORDER**

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11 Council President Jeff Worrell; Council Members: Laura Campbell, Sue Finkam, Anthony Green, Kevin
12 D. Rider, Adam Aasen, Timothy Hannon, Miles Nelson, Teresa Ayers and Deputy Clerk Jacob Quinn
13 were present.

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15 Council President Worrell called the meeting to order at 6:00 p.m.

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17 **AGENDA APPROVAL**

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19 The agenda was approved unanimously.

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21 **INVOCATION**

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23 Pastor John Newton, Northview Church, delivered the Invocation

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25 Councilor Campbell led the Pledge of Allegiance.

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27 **RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS**

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29 There were none.

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31 **RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL**

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33 Steve Immel stated that he has concerns about closing 146th and Allisonville being closed as well as 146th
34 for construction for the next few years. How much traffic can we take at 146th and River Road?
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36 **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS**

37
38 Councilor Finkam updated that public that she has been meeting with state lawmakers to try and alleviate
39 the action taken by the General Assembly which is diverting millions of dollars to Fishers.

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41 **CONSENT AGENDA**

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43 Councilor Rider moved to approve the consent agenda. Councilor Campbell seconded. There was no
44 Council discussion. Council President Worrell called for the vote. The motion was approved 9-0.
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46 a. **Approval of Minutes**

- 47
48 1. October 4, 2023 Regular Meeting

49
50 b. **Claims**

- 51
52 1. General Claims \$2,049,332.81
53 2. Wire Transfers \$2,555,871.99

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55 **ACTION ON MAYORAL VETOES**

56
57 There were none.

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59 **COMMITTEE REPORTS**

60
61 Council President Worrell reported that the Finance, Utilities and Rules Committee had not met.

62
63 Councilor Campbell stated that the Land Use and Special Studies had met and discussed Ordinance Z-
64 683-23 and the item remains in committee.

65
66 **OTHER REPORTS – (at the first meeting of the month specified below):**

67
68 Henry Mestetsky, Executive Director of the Carmel Redevelopment Commission, presented the monthly
69 Redevelopment Commission report.

70
71 Henry Mestetsky reported that the Redevelopment Authority met once in the past 6 months. The building
72 that MJ Insurance was sold. Part of the original deal for the project was that there are guarantors in place
73 for every building in Midtown and when a building is sold, they vet the financials and get a replacement
74 guarantor to sign on all the issues related to the project. The Authority met and approved this action.

75
76 The City Council received a presentation from the Carmel Police Department Crisis Intervention Unit and
77 how that program works.

78
79 **OLD BUSINESS**

80
81 Council President Worrell announced the **Fourth Reading of Ordinance Z-683-23**; An Ordinance of the
82 Common Council of the City of Carmel, Indiana, Establishing the Conner Prairie Innovation District
83 Planned Unit Development District; Sponsor: Councilor Aasen. Item remains in the Land Use and Special
84 Studies Committee.

85
86 Council President Worrell announced the **Second Reading of Ordinance D-2678-23**; An Ordinance of
87 the Common Council of the City of Carmel, Indiana, Establishing the Appropriations for the 2024 Budget.
88 Councilor Aasen stated that he was glad to see support for the arts intact in the budget and that he hoped
89 moving forward with the new administration that the City prioritizes needs over wants. Councilor Aasen
90 also stated he was not in favor of funding a staff person for a second All Things Carmel store. Councilor
91 Hannon moved to amend Ordinance D-2678-23 be removing funding (\$100,000) for the second All
92 Things Carmel store on line item 4359300. Councilor Green seconded. Councilor Finkam stated she was
93 in favor of the amendment and thanked the Mayor and City staff for tightening the budget. She also stated
94 she was happy to see 5 police officers added to the budget. Councilor Finkam also noted that Carmel has
95 the second highest rainy-day fund in the State of Indiana. Council President Worrell called for the vote.

96 The motion to amend was approved 9-0. Councilor Rider moved to approve Ordinance D-2678-23 As
97 Amended. Councilor Finkam seconded. There was no Council discussion. Council President Worrell
98 called for the vote. **Ordinance D-2678-23 As Amended** was approved 9-0.
99

100 Council President Worrell announced the **Second Reading of Ordinance D-2679-23**; An Ordinance of
101 the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and
102 Employees of the Carmel City Clerk for the Year 2024. Councilor Finkam moved to approve Ordinance
103 D-2679-23. Councilor Rider seconded. There was no Council discussion. Council President Worrell called
104 for the vote. **Ordinance D-2679-23** was approved 9-0.
105

106 Council President Worrell announced the **Second Reading of Ordinance D-2680-23**; An Ordinance of
107 the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and
108 Employees of the Carmel City Court for the Year 2024. Councilor Finkam moved to approve Ordinance
109 D-2680-23. Councilor Rider seconded. There was no Council discussion. Council President Worrell called
110 for the vote. **Ordinance D-2680-23** was approved 9-0.
111

112 Council President Worrell announced the **Second Reading of Ordinance D-2681-23**; An Ordinance of
113 the Common Council of the City of Carmel, Indiana, Fixing Salaries of Appointed Officers and
114 Employees of the City of Carmel, Indiana, for the Year 2024. Councilor Finkam moved to approve
115 Ordinance D-2681-23. Councilor Rider seconded. There was no Council discussion. Council President
116 Worrell called for the vote. **Ordinance D-2681-23** was approved 9-0.
117

118 Council President Worrell announced the **Second Reading of Ordinance D-2682-23**; An Ordinance of
119 the Common Council of the City of Carmel, Indiana, Fixing Salaries of Elected Officials of the City of
120 Carmel, Indiana, for the Year 2024. Councilor Finkam moved to approve Ordinance D-2682-23.
121 Councilor Campbell seconded. There was no Council discussion. Council President Worrell called for the
122 vote. **Ordinance D-2682-23** was approved 9-0.
123

124 **PUBLIC HEARINGS**

125
126 Council President Worrell announced the **First Reading of Ordinance D-2677-23**; An Ordinance of the
127 Common Council of the City of Carmel, Indiana, Vacating Portions of Northridge Subdivision, Broadway
128 Avenue and East 104th Street. Councilor Campbell moved to introduce the item into business. Councilor
129 Nelson seconded. Councilor Green introduced the item to Council. Andrew Wert, Church Church Hittle +
130 Antrim, presented the item to Council. Council President Worrell opened the public hearing at 6:50 p.m.
131

132 Seeing no one who wished to address Council, Council President Worrell closed the public hearing at
133 6:51 p.m. Councilor Rider moved to suspend the rules and act on this tonight. Councilor Finkam
134 seconded. There was no Council discussion. Council President Worrell called for the vote. The motion
135 was approved 9-0. Councilor Rider moved to approve Ordinance D-2677-23. Councilor Nelson seconded.
136 There was no Council discussion. Council President Worrell called for the vote. **Ordinance D-2677-23**
137 was approved 9-0.
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140 Council President Worrell announced the **First Reading of Ordinance D-2683-23**; An Ordinance of the
141 Common Council of the City of Carmel, Indiana, Authorizing and Approving an Appropriation of Funds
142 from the ARP Coronavirus Local Fiscal Recovery Fund (Fund #176). Councilor Campbell moved to
143 introduce the item into business. Councilor Nelson seconded. Jon Oberlander, Corporation Counsel,
144 presented the item to Council. Council President Worrell opened the public hearing at 6:53 p.m.
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146 Seeing no one who wished to address Council, Council President Worrell closed the public hearing at
147 6:53:34 p.m. Councilor Rider moved to suspend the rules and act on this tonight. Councilor Aasen
148 seconded. There was no Council discussion. Council President Worrell called for the vote. The motion
149 was approved 9-0. Councilor Rider moved to approve Ordinance D-2683-23. Councilor Finkam seconded.
150 There was no Council discussion. Council President Worrell called for the vote. **Ordinance D-2683-23**
151 was approved 9-0.

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153 **NEW BUSINESS**

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155 Council President Worrell announced **Resolution CC-10-16-23-01**; A Resolution of the Common Council
156 of the City of Carmel, Indiana, to Limit the Rate for Taxes Payable in 2024 and Authorize Necessary
157 Temporary Borrowing Among City Funds. Councilor Ayers moved to introduce the item into business.
158 Councilor Rider seconded. Councilor Ayers introduced the item to Council. Curt Coonrod, C.L. Coonrod
159 and Co., presented the item to Council. This resolution does three things: First it allows the City
160 Controller to use cash flow from one fund to over the cash flow of another fund from time-to-time
161 provided funds are made whole by the end of the year. Secondly, it advises the DLGF when it approved
162 the budget to set the tax rate for 2024 at the same rate it was for 2023. Lastly, it authorizes the City to file
163 a petition with DLGF to increase the levy of the City above the normal limit set by statute on two grounds.
164 The first ground being that the city had a shortfall in collections in 2022. The second ground would be that
165 legislation passed by the General Assembly that shifts revenue from Carmel to Fishers creates an
166 emergency for the City and on the grounds this exist, it asks the DLGF to increase the levy limit by the
167 amount of revenue lost. Councilor Finkam moved to amend Resolution CC-10-16-23-01 to strike
168 *notwithstanding Sections 2 and 5 hereinabove* on lines 102 and 103. Councilor Rider seconded. There was
169 no Council discussion. Council President Worrell called for the vote. The motion was approved 9-0.
170 Councilor Hannon moved to approve Resolution CC-10-16-23-01 As Amended. Councilor Finkam
171 seconded. There was no Council discussion. Council President Worrell called for the vote. **Resolution**
172 **CC-10-16-23-01 As Amended** was approved 9-0.

173
174 Council President Worrell announced the **First Reading of Ordinance D-2684-23**; An Ordinance of the
175 Common Council of the City of Carmel, Indiana, Amending the 2023 Salary Ordinance. Councilor Rider
176 moved to introduce the item into business. Councilor Nelson seconded. Councilor Rider introduced the
177 item to Council. Mike Hollibaugh, Director of Community Services, presented the item to Council. He
178 explained that by amending this years salary ordinance, a few members of his staff can be paid for the
179 work they are doing. Councilor Finkam moved to suspend the rules and act on this tonight. Councilor
180 Rider seconded. There was no Council discussion. Council President Worrell called for the vote. The
181 motion was approved 9-0. Councilor Finkam moved to approve Ordinance D-2684-23. Councilor Rider
182 seconded. There was no Council discussion. Council President Worrell called for the vote. **Ordinance D-**
183 **2684-23** was approved 9-0.

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185 **ADJOURNMENT**

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187 Council President Worrell adjourned the meeting at 7:15 p.m.

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189 Respectfully submitted,

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192 _____
193 Sue Wolfgang, Clerk

194 Approved,

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ATTEST:

Jeff Worrell, Council President

Sue Wolfgang, Clerk

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COMMON COUNCIL SPECIAL MEETING MINUTES

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TUESDAY, OCTOBER 24, 2023 – 7:00 P.M.
COUNCIL CHAMBERS/CITY HALL/ ONE CIVIC SQUARE

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MEETING CALLED TO ORDER

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Council President Jeff Worrell, Council Members: Laura Campbell, Tony Green, Teresa Ayers, Kevin Rider, Adam Aasen, Miles Nelson, Timothy Hannon, Sue Finkham and Deputy Clerk Jessica Komp were present.

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Council President Jeff Worrell called the meeting to order at 7:00 P.M.

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INVOCATION

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Council Chaplain Kevin Rider delivered the Invocation.

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Councilor Ayers led the Pledge of Allegiance.

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RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL

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Steve Baughman, of the Overlook at Legacy neighborhood, addressed the Council. Mr. Baughman has attended every meeting that he was able to over the last year and a half in regard to the Connor Prairie PUD. Although he is not sure what the final decisions will be, he believes that some issues have been worked out that will help his neighborhood. Steve will continue to stay involved as the project develops and hopes that issues that could affect home values and quality of life for those in his neighborhood will not happen.

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Jim Roehrdanz, President of the Overlook Homeowners' Association, addressed the Council. Mr. Roehrdanz has previously spoken with the Plan Commission and the Common Council regarding the Connor Prairie PUD. He thanked Connor Prairie for their willingness to work with the Overlook HOA on issues concerning the neighborhood, and he said that they have worked on some productive aspects, such as landscaping. He looks forward to continuing a productive dialogue as the project progresses with both Connor Prairie, and with the City of Carmel, if necessary, if either visual or audible issues arise. The Overlook HOA appreciates the extensive efforts of members of the Council and Plan Commission to refine the final draft of this project.

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COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS

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There were none.

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OLD BUSINESS

- a. **Fifth Reading of Ordinance Z-683-23**; An Ordinance of the Common Council of the City of Carmel, Indiana, Establishing the Conner Prairie Innovation District Planned Unit Development District; Sponsor: Councilor Aasen. **Remains in the Land Use and Special Studies Committee.**

Synopsis:

Ordinance Establishes the Conner Prairie West Innovation District Planned Unit Development Ordinance (the “Conner Prairie PUD”). The Ordinance would rezone the real estate from S-1 Residential and Legacy PUD (Ordinance Z-501-07) to a Planned Unit Development district allowing the expansion of the Conner Prairie Museum onto the site in a style and character as depicted on the attached Concept Plan and Character Imagery.

Ordinance Z-683-23 was removed from committee at this meeting for discussion and a final vote. President Worrell asked Corporation Counsel, Benjamin Legge, to go through each of the red-line items in the most recent versions of the agreement, highlighting each of the suggested changes:

Section 4.1.B.1 – General and Professional Office

Reduction in the maximum square footage permitted for office space from 70,000 SF to 55,000 SF.

Section 4.1.B.4. – General Retail Sales

Reduction in retail space from 20,000 SF to 15,000 SF, and sales shall be associated with on-site activities.

Section 4.2 – Districts / Zones

Zones may be changed in area within 150 feet of the perimeter of the zones, to allow some flexibility for what may be underground.

Section 4.3.H.1. – Maximum Building Height

One windmill allowed, with height reduced from 75 feet to 36 feet, with no turbine.

Section 4.3.H.2. – Zone 2

Reduction of Land, Water & Energy Innovation Center from 3 to 2 stories, and from 52-foot building height to 36-foot building height maximums

Section 4.3.H.3. – Zone 1

One building allowed in Zone 1, (agricultural, educational, or museum-oriented focus – accessory structure only) shall be exempt from the maximum building height and shall be constructed of natural materials, with no advertising or signage on it.

Section 4.3.I. – Maximum Building Area

The 2nd floor of the White River Education & Ecology Center shall be a maximum of 15,000 SF.

Section 4.4.C – Primary Buildings

The number of cabins will be limited to twenty-five (25).

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Section 5.1.E.& F- Landscaping Maintenance

Connor Prairie must provide necessary irrigation and watering to the landscape. All landscaping will be inspected and audited at the request of the Carmel Urban Forester to confirm required maintenance and replacement of all landscape included on any approved landscape plan.

Section 5.9.- Additional Landscape Screening

Connor Prairie will coordinate with the Legacy HOA's to install as many as ten (10) trees and twenty (20) shrubs, at the cost of Connor Prairie, in the vicinities of both the SW quadrant and the NW quadrant of the River Road and Cherry Creek Boulevard round-a-bout. Coordination will take place prior to the Development Plan review, and at the time of the tree installation. Installation shall take place no later than the time of construction of the first building on the Real Estate. After one (1) year, maintenance shall be the responsibility of the owner of the property where landscape was installed.

Section 5.10. – Overlook at Legacy Landscape Enhancements

Connor Prairie is required to coordinate with the Legacy HOA's in regard to the installation of the River Road Buffer north of Cherry Creek Boulevard across from the Prairie at Legacy River Road frontage, prior to the Development Plan review, and at the time of installation. The landscaping shall be supplemented with additional evergreen trees at the rate of eight (8) per two hundred (200) feet of Buffer Yard. Trees may be grouped to enhance screening as long as total number required is met. The River Road perimeter of all parking areas shall be screened with evergreen shrubs planted at one (1) shrub per three (3) feet of parking area. All landscaping is subject to final approval by the Carmel Urban Forester. Installation of landscaping outside of the Real Estate must be approved by the Legacy HOA's.

Section 9.1.C.1 – Rights-of-Way and Access

Pedestrian crosswalks shall be provided on all sides of the River Road & Cherry Creek Boulevard intersection.

Section 9.1.C.3. - Driveway cut

Driveway cut connecting into the Connor Prairie property from River Road south of Cherry Creek Boulevard is not permitted. If this is desired later, Connor Prairie must come back to Council for approval.

Section 9.1.H. & J. – Crosswalks & Driveway Cuts

All crosswalks, driveway cuts and other vehicular connections within the City's right-of-way will be coordinated with and if required, approved by the City's Engineering Department, which may impose additional requirements or conditions. The round-a-bout at Cherry Creek Boulevard and River Road will include Reflective Rapid Flashing Beacon (RRFB), or the equivalent, crosswalks.

Section 9.6. – Public Address Systems and Amplified Sounds

PA Systems will be limited to public safety messaging only. The use of amplified sound that can be heard from a point no closer than the property line of residentially zoned private property from Sunday to Thursday (excluding public holidays) after 8:00 p.m. is prohibited. The City Noise Ordinance applies to Fridays, weekends, and holidays after 11:00 p.m.

Section 9.7. – Special Events

Parking shall be limited to on-site parking by Zone. Special Event parking can overflow into Zone 2 if prior approval is granted by the Board of Public Works and Safety. All offsite parking

148 (outside the Real Estate) is prohibited. Special Events are limited to 36 days per calendar year
149 (reduced from 52 days). Connor Prairie must provide a minimum of 60 days' notice (increased
150 from 14 days) to the City of Carmel DOCS and Carmel Police Department for all Special Events.
151 Special Events shall not take place between 10:00 p.m. and 7:00 a.m. from Monday to Thursday,
152 and not between the hours of 11:00 p.m. and 8:00 a.m. from Friday to Sunday. Adequate traffic
153 control and security will be provided by Connor Prairie to ensure safe and steady flow of
154 pedestrian and vehicular traffic. Special Events in Zone 2 may not exceed two (2) events in any
155 seventy-two (72) hour period, and no more than eight (8) per month. Any temporary structures
156 erected shall not exceed twenty-five (25) feet in height and shall promptly be removed upon
157 conclusion of Special Event. In Zone 2, vehicles used to shuttle guests during Special Event shall
158 be electric vehicles.

159

160 **Section 10.1.B.**

161 The location of outdoor event spaces shall be included on the Development Plan for the Real
162 Estate. The space design shall include sound, light and noise mitigation measures, which shall be
163 submitted as part of the Development Plan review process.

164

165 **Section 10.3. – Modifications of Development Requirements (Zone Waiver)**

166 The Plan Commission may, after a public hearing, grant an applicant a Zoning Waiver subject to
167 the requirements of the UDO, and any conditions by the Plan Commission.

168

169 **Section 10.4. – Variance of Development Requirements**

170 The BZA shall hear Variance requests from the terms of the Connor Prairie Ordinance, subject to
171 the procedures prescribed in the UDO.

172

173 Councilor Rider asked the Petitioner to speak about their thoughts on all of the changes
174 requested. Jon Dobosiewicz of Nelson & Frankenburger, legal counsel for the Petitioner, stated
175 that they are comfortable with the changes, and will work in earnest with the City of Carmel
176 legal department to produce a clean document to be signed by the Council by noon the next day.
177 (October 25, 2023)

178

179 **VOTE**

180

181 Councilor Rider made a motion to amend the PUD as reviewed, and to be finalized by legal.
182 Councilor Campbell seconded. There was no Council discussion. Council President Worrell
183 called for the vote. Motion to Amend approved 9-0.

184

185 Councilor Rider moved to approve Ordinance Z-683-23 as amended. There was no discussion.
186 Council President Worrell called for the vote. Motion approved 9-0.

187

188 **AGENDA ADD-ON ITEMS**

189

190 There were none.

191

192 **OTHER BUSINESS**

193

194 There was none.

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196 **ANNOUNCEMENTS.**

197

198 There were none.

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ADJOURNMENT

Council President Worrell adjourned the meeting at 8:03 p.m.

Respectfully submitted,

Sue Wolfgang, Clerk

Approved,

Jeff Worrell, Council President

ATTEST:

Sue Wolfgang, Clerk

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COMMON COUNCIL
SPECIAL MEETING MINUTES
THURSDAY, NOVEMBER 2, 2023 – 8:00 A.M.
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Council President Jeff Worrell, Council Members: Laura Campbell, Sue Finkam, Miles Nelson, Kevin Rider and Deputy Clerk Jacob Quinn were present.

Councilors Adam Aasen, Teresa Ayers, Anthony Green, Timothy Hannon were not present.

Councilor President Worrell called the meeting to order at 8:00 a.m.

CLAIMS

Councilor Rider moved to approve Claims. Councilor Nelson seconded. There was no Council discussion. Council President Worrell called for the vote. Claims were approved 5-0.

1. Payroll \$3,520,973.99 and \$3,432,339.56
2. General Claims \$3,168,715.73
3. Retirement \$111,960.76

ADJOURNMENT

Council President Worrell adjourned the meeting at 8:01 a.m.

Respectfully submitted,

Sue Wolfgang, Clerk

Approved,

Jeff Worrell, Council President

ATTEST:

Sue Wolfgang, Clerk

SUNGARD PENTAMATION, INC.
 DATE: 11/14/2023
 TIME: 11:07:19

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 2
 acctpaylcrn

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
ENVIRONMENTAL LABORATORIE	400684	10/31/23	OTHER CONT SERVICES	1094-4350900	60.00	
ENVIRONMENTAL LABORATORIE	400684	10/31/23	OTHER CONT SERVICES	1094-4350900	60.00	
ENVIRONMENTAL LABORATORIE	400684	10/31/23	OTHER CONT SERVICES	1094-4350900	60.00	
FAZOLI'S	400685	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	302.99	180.00
FAZOLI'S	400685	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	113.00	
FEDEX	400686	10/31/23	EQUIPMENT REPAIRS & MAINT	1093-4350000	16.87	415.99
FUN EXPRESS	400687	10/31/23	SPECIAL PROJECTS	1125-4359000	32.03	16.87
FUN EXPRESS	400687	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	347.47	
FUN EXPRESS	400687	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	328.06	
FUN EXPRESS	400687	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	208.74	
FUN EXPRESS	400687	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	135.88	
FUN EXPRESS	400687	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	195.14	
GORDON PLUMBING SERVICE,	400688	10/31/23	GROUNDS MAINTENANCE	1125-4350400	164.50	1,247.32
GRAINGER	400689	10/31/23	SMALL TOOLS & MINOR EQUIP	1125-4238000	44.75	164.50
GRAINGER	400689	10/31/23	SMALL TOOLS & MINOR EQUIP	1125-4238000	11.08	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	-4,000.00	55.83
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	36.50	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	110.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	25.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	505.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	45.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	195.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	174.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	80.25	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	133.50	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	375.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	251.50	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	207.75	
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GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	60.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	120.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	76.50	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	75.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	66.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	204.00	
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GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	120.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	42.00	
GREEN TOUCH SERVICES, INC	400691	10/31/23	2023 LANDSCAPE SERVICES	1125-4350400 57737	811.75	753.75
GREENCYCLE OF INDIANA, IN	400692	10/31/23	GROUNDS MAINTENANCE	1125-4350400	10.00	10.00
HALL SIGNS, INC.	400693	10/31/23	FURNITURE & FIXTURES	110-4463000	146.12	146.12
ISAIAH HERNANDEZ	400694	10/31/23	TRAVEL FEES & EXPENSES	1081-4343000	139.58	139.58
HILLYARD / INDIANA	400695	10/31/23	CLEANING SUPPLIES	1125-4238900 58776	464.50	464.50
HOOSIER PORTABLE RESTROOM	400696	10/31/23	2023 SEASONAL RENTALS	1125-4353099 57904	200.00	200.00
INDIANA NEWSPAPERS, INC	400697	10/31/23	AO 11/1/23 - 10/31/24	1125-4355200 58795	857.06	

SUNGARD PENTAMATION, INC.
 DATE: 11/14/2023
 TIME: 11:07:19

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 3
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
J & K COMMUNICATIONS, INC	400698	10/31/23	EQUIPMENT REPAIRS & MAINT	1081-4350000	219.13	857.06
J & K COMMUNICATIONS, INC	400698	10/31/23	EQUIPMENT REPAIRS & MAINT	1091-4350000	219.12	
FUN WITH FRANNIE	400699	10/31/23	ADULT CONTRACTORS	1081-4340800	240.00	438.25
BETH JEFFRIES	400700	10/31/23	CELLULAR PHONE FEES	1125-4344100	75.00	240.00
MICHAEL KLITZING	400701	10/31/23	TRAVEL FEES & EXPENSES	1125-4343000	415.07	75.00
KROGER, GARDIS & REGAS	400702	10/31/23	LEGAL FEES	1125-4340000	6,611.90	415.07
KROGER, GARDIS & REGAS	400702	10/31/23	WHITE RIVER CORRIDOR	106-4460715	2,610.00	
KIRK LUTTRELL	400703	10/31/23	PRINTING (NOT OFFICE SUP)	1091-4345000	2,125.00	9,221.90
MACALLISTER RENTALS	400704	10/31/23	CATEPILLAR REPAIRS	1125-4350000 58805	636.05	2,125.00
TIM MILLIKAN	400705	10/31/23	CELLULAR PHONE FEES	1091-4344100	100.00	636.05
MORE MOE'S INDIANA	400706	10/31/23	GENERAL PROGRAM SUPPLIES	1092-4239039	375.00	100.00
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1125-4350900	11.98	375.00
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1091-4350900	98.37	
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1092-4350900	47.45	
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1094-4350900	47.44	
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1081-4350900	83.43	
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1125-4350900	165.80	
MOUNTAIN GLACIER LLC	400707	10/31/23	OTHER CONT SERVICES	1125-4350900	165.80	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	GROUNDS MAINTENANCE	110-4350400	1,346.50	454.47
MR. B'S LAWN MAINTENANCE	400709	10/31/23	GROUNDS MAINTENANCE	1094-4350400	1,098.40	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	TURF REPAIR & OVERSEEDING	1125-4350400 58672	3,055.48	1,820.50
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	462.00	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	815.76	2,481.60
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	792.00	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	2,537.92	730.40
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	1,834.58	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	625.42	2,033.63
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	780.12	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	924.00	1,437.08
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	594.00	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	1,680.80	924.00
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	548.37	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	1,655.28	625.42
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	4,263.60	
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	611.82	1,330.91
MR. B'S LAWN MAINTENANCE	400709	10/31/23	MOWING CONTRACT	1125-4350400 57730	1,330.91	
MIKE NORMAND	400710	10/31/23	CELLULAR PHONE FEES	1091-4344100	50.00	35,009.59
P F M CAR & TRUCK CARE CE	400711	10/31/23	AUTO REPAIR & MAINTENANCE	1125-4351000	119.94	50.00
P F M CAR & TRUCK CARE CE	400711	10/31/23	FLEET #3183	1125-4351000 58779	407.07	

SUNGARD PENTAMATION, INC.
 DATE: 11/14/2023
 TIME: 11:07:19

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
PDF MECHANICAL LLC	400712	10/31/23	BUILDING REPAIRS & MAINT	1093-4350100	1,464.00	527.01
PDF MECHANICAL LLC	400712	10/31/23	BUILDING REPAIRS & MAINT	1093-4350100	521.65	
PDF MECHANICAL LLC	400712	10/31/23	BUILDING REPAIRS & MAINT	1093-4350100	311.65	
PITNEY BOWES GLOBAL	400713	10/31/23	PSOTAGE METER LEASE 23-24	1125-4353003 57908	124.14	2,297.30
REPUBLIC WASTE SERVICES O	400714	10/31/23	TRASH COLLECTION	1125-4350101	397.78	124.14
REPUBLIC WASTE SERVICES O	400714	10/31/23	TRASH COLLECTION	1125-4350101	366.75	
REPUBLIC WASTE SERVICES O	400714	10/31/23	TRASH COLLECTION	110-4350101	220.05	
REPUBLIC WASTE SERVICES O	400714	10/31/23	TRASH COLLECTION	110-4350101	121.87	
REPUBLIC WASTE SERVICES O	400714	10/31/23	TRASH COLLECTION	1093-4350101	1,405.50	
JYLIAN RICHES	400715	10/31/23	TRAVEL FEES & EXPENSES	1125-4343000	145.73	2,511.95
S & S CRAFTS WORLDWIDE IN	400716	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	301.90	145.73
S & S CRAFTS WORLDWIDE IN	400716	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	90.20	
S & S CRAFTS WORLDWIDE IN	400716	10/31/23	GENERAL PROGRAM SUPPLIES	1081-4239039	239.51	
SAVATREE LLC	400717	10/31/23	TREE REMOVAL	1125-4350400 58751	2,561.00	631.61
SAVATREE LLC	400717	10/31/23	INLOW PARK TREE MAINT	1125-4350400 58562	6,981.00	
SHERWIN WILLIAMS INC	400718	10/31/23	OTHER MAINT SUPPLIES	1093-4238900	167.53	9,542.00
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	402.65	167.53
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	61.27	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	35.09	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	5.46	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	-5.46	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	55.59	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1081-4230200	40.47	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1091-4230200	178.77	
STAPLES BUSINESS ADVANTAG	400719	10/31/23	OFFICE SUPPLIES	1091-4230200	14.99	
CLAUDINE SUTTON	400720	10/31/23	TRAVEL FEES & EXPENSES	1125-4343000	74.79	788.83
T A R CONCEPTS	400721	10/31/23	MIDTOWN SPLASH PAD	1125-4350000 58788	625.00	74.79
ALEXA WALDRIP	400722	10/31/23	TRAVEL FEES & EXPENSES	1091-4343000	90.65	625.00
COURTNEY WEINTRAUT	400723	10/31/23	TRAVEL FEES & EXPENSES	1125-4343000	24.46	90.65
NEIL WHITEHEAD	400724	10/31/23	SMALL TOOLS & MINOR EQUIP	1125-4238000	19.45	24.46
WILKINSON BROTHERS	400725	10/31/23	ADA WALL MOUNT KIOSK	853-5023990 58812	60.00	19.45
WISSCO IRRIGATION INC	400726	10/31/23	FOUNDERS PARK REPAIRS	1125-4350400 58783	2,010.33	60.00
WISSCO IRRIGATION INC	400726	10/31/23	EQUIPMENT REPAIRS & MAINT	1081-4350000	2,380.00	
ROYAL PIN WOOD	400727	10/31/23	FIELD TRIPS	1081-4343007	689.00	4,390.33
ZOGICS LLC	400728	10/31/23	OTHER MAINT SUPPLIES	1096-4238900	2,510.10	689.00
ZOGICS LLC	400728	10/31/23	OTHER MAINT SUPPLIES	1093-4238900	214.30	
AMERICAN PLANNING ASSOCIA	400730	10/31/23		1192-R4343003 R102396	787.00	2,724.40
PAIGHTON ARMES	400731	10/31/23	EXTERNAL TRAINING TRAVEL	2201-4343002	276.00	787.00
						276.00

SUNGARD PENTAMATION, INC.
 DATE: 11/14/2023
 TIME: 11:07:19

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 5
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
BENEFIT PLANNING CONSULTA	400732	10/31/23	OTHER EXPENSES	301-5023990	483.35	
BOONE COUNTY CLERK	400733	10/31/23	OTHER CONT SERVICES	911-4350900	9.00	483.35
BOONE COUNTY PROSECUTOR	400734	10/31/23	OTHER CONT SERVICES	911-4350900	30.00	9.00
CARMEL MIDTOWN COMM DEV C	400735	10/31/23	CRC GRANTS	902-4359012	60,000.00	30.00
CARMEL UTILITIES	400736	10/31/23	WATER & SEWER	1207-4348500	835.65	60,000.00
CHARTER COMMUNICATIONS HO	400737	10/31/23	CABLE SERVICE	1207-4349500	351.31	835.65
CHARTER COMMUNICATIONS HO	400738	10/31/23	INTERNET LINE CHARGES	1115-4344200	129.98	351.31
CHARTER COMMUNICATIONS HO	400739	10/31/23	CABLE SERVICE	1208-4349500	78.95	129.98
CITIZENS ENERGY GROUP	400740	10/31/23	OTHER EXPENSES	601-5023990	10,218.97	78.95
CITIZENS WESTFIELD	400741	10/31/23	OTHER EXPENSES	601-5023990	14.49	10,218.97
CITIZENS WESTFIELD	400741	10/31/23	OTHER EXPENSES	601-5023990	30.12	
CITIZENS WESTFIELD	400741	10/31/23	OTHER EXPENSES	601-5023990	24.54	
CLAY TOWNSHIP	400742	10/31/23	ELECTRICITY	1115-4348000	171.54	69.15
CLAY TOWNSHIP	400742	10/31/23	RENT PAYMENTS	1115-4352500	5,500.00	
CLAY TOWNSHIP	400742	10/31/23	TRASH COLLECTION	1115-4350101	5.89	
CLAY TOWNSHIP	400742	10/31/23	BUILDING REPAIRS & MAINT	1115-4350100	88.86	
CLAY TOWNSHIP	400742	10/31/23	OTHER CONT SERVICES	1115-4350900	2,154.24	
CLAY TOWNSHIP	400742	10/31/23	BUILDING REPAIRS & MAINT	1115-4350100	988.18	
CLAY TOWNSHIP	400742	10/31/23	CLEANING SERVICES	1115-4350600	563.04	
CLAY TOWNSHIP	400742	10/31/23	BUILDING REPAIRS & MAINT	1115-4350100	30.93	
CLAY TOWNSHIP	400742	10/31/23	NATURAL GAS	1115-4349000	12.06	
CLAY TOWNSHIP	400742	10/31/23	NATURAL GAS	1115-4349000	22.70	
CLAY TOWNSHIP	400742	10/31/23	WATER & SEWER	1115-4348500	12.10	
CLAY TOWNSHIP	400742	10/31/23	WATER & SEWER	1115-4348500	7.35	
CONSTELLATION NEWENERGY G	400743	10/31/23	OTHER EXPENSES	601-5023990	234.73	9,556.89
DUKE ENERGY	400744	10/31/23	OTHER EXPENSES	651-5023990	33.62	234.73
DUKE ENERGY	400744	10/31/23	OTHER EXPENSES	651-5023990	166.97	
GFC LEASING OH	400745	10/31/23	B&C COPIER LEASE	1192-R4353004	732.54	200.59
GFC LEASING OH	400745	10/31/23	SCANNER LEASE	1192-R4353004	108220	
GFC LEASING OH	400746	10/31/23	COPIER	911-4353004	250.00	1,054.82
GORDON FLESCH CO., INC.	400747	10/31/23	OTHER EXPENSES	601-5023990	14.90	250.00
GORDON FLESCH CO., INC.	400747	10/31/23	OTHER EXPENSES	651-5023990	14.90	
GORDON FLESCH CO., INC.	400748	10/31/23	OTHER EXPENSES	601-5023990	220.06	29.80
GORDON FLESCH CO., INC.	400748	10/31/23	OTHER EXPENSES	651-5023990	47.19	
STEPHEN GROSS	400749	10/31/23	OTHER CONT SERVICES	911-4350900	258.00	267.25
STEPHEN GROSS	400749	10/31/23	OTHER CONT SERVICES	911-4350900	653.00	
STEPHEN GROSS	400749	10/31/23	OTHER CONT SERVICES	911-4350900	342.00	
MICHAEL HOLLIBAUGH	400750	10/31/23	EXTERNAL INSTRUCT FEES	1192-4357004	80.75	1,253.00
JULIE KOEHLER	400751	10/31/23	OTHER EXPENSES	601-5023990	10.26	80.75

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
LOWE'S COMPANIES INC	400752	10/31/23	OTHER MAINT SUPPLIES	2201-4238900	487.99	10.26
SAMY MEROUEH	400753	10/31/23	OTHER EXPENSES	601-5023990	440.06	487.99
OCCUPATIONAL HEALTH CENTE	400754	10/31/23	TESTING FEES	1201-4358800	54.00	440.06
MONIKA PLATA	400755	10/31/23	OTHER EXPENSES	601-5023990	5.10	54.00
KELLI PRADER	400756	10/31/23	OTHER EXPENSES	651-5023990	48.18	5.10
KELLI PRADER	400756	10/31/23	OTHER EXPENSES	601-5023990	48.18	96.36
THOMAS REIDEL	400757	10/31/23	OTHER EXPENSES	601-5023990	619.79	619.79
REPUBLIC WASTE SERVICES O	400758	10/31/23	OTHER EXPENSES	651-5023990	1,153.09	1,153.09
ROGER PHILLIPS	400759	10/31/23	OTHER EXPENSES	651-5023990	792.00	792.00
SHRED-IT USA LLC	400760	10/31/23	PAPER SHREDDING SERV	1192-R4350900	306.08	327.52
SHRED-IT USA LLC	400760	10/31/23	OTHER CONT SERVICES	1192-4350900	21.44	3,522.00
SOLLENBERGER RENTAL MANAG	400761	10/31/23	RENT PAYMENTS	1110-4352500	3,522.00	3,522.00
TAYLOR CHADD MINNETTE SCH	400762	10/31/23	OTHER CONT SERVICES	911-4350900	746.59	746.59
TOSHIBA FINANCIAL SERVICE	400763	10/31/23	COPIER	2200-4353004	168.76	168.76
VERIZON	400764	10/31/23	OTHER EXPENSES	651-5023990	1,650.78	1,650.78
NATHAN VOLDMAN	400765	10/31/23	OTHER EXPENSES	601-5023990	202.84	202.84
KIEM VOONG	400766	10/31/23	OTHER EXPENSES	601-5023990	10.69	10.69
A F C INTERNATIONAL INC	400768	11/07/23	SENSORS	1120-4237000	5,479.24	5,479.24
AAA EXTERMINATING INC	400769	11/07/23	OTHER CONT SERVICES	1207-4350900	150.00	150.00
ACE-PAK PRODUCTS INC	400770	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	703.55	703.55
ACTION EQUIPMENT INC	400771	11/07/23	REPAIR PARTS	2201-4237000	1,756.32	1,756.32
ACTION TARGET, INC	400772	11/07/23	AMMUNITIONS & ACCESSORIES	1110-4239010	104.19	104.19
AMAZON CAPITAL SERVICES	400773	11/07/23	OFFICE SUPPLIES	506-4230200	227.95	
AMAZON CAPITAL SERVICES	400773	11/07/23	HARDWARE	1180-4463201	899.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	FURNITURE & FIXTURES	1180-4463000	106.84	
AMAZON CAPITAL SERVICES	400773	11/07/23	OFFICE SUPPLIES	1180-R4463000	127.20	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	16.95	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	- .17	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	23.94	
AMAZON CAPITAL SERVICES	400773	11/07/23	OFFICE SUPPLIES	1120-4230200	8.77	
AMAZON CAPITAL SERVICES	400773	11/07/23	OFFICE SUPPLIES	1120-4230200	4.79	
AMAZON CAPITAL SERVICES	400773	11/07/23	EMS EQUIP	102-4467006	179.94	
AMAZON CAPITAL SERVICES	400773	11/07/23	EMS EQUIP	102-4467006	59.98	
AMAZON CAPITAL SERVICES	400773	11/07/23	EMS EQUIP	102-4467006	144.95	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	76.72	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	183.92	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	110.40	

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AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	72.00	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	77.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	364.95	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	111.95	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	472.89	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	263.12	
AMAZON CAPITAL SERVICES	400773	11/07/23	INTERNAL TRAINING FEES	1120-4357001	418.56	
AMAZON CAPITAL SERVICES	400773	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	-138.21	
AMAZON CAPITAL SERVICES	400773	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	109.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	64.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	-39.00	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	39.00	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	7.98	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	16.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	REPAIR PARTS	1120-4237000	19.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	COMMUNICATION EQUIPMENT	102-4463100	-184.99	
AMAZON CAPITAL SERVICES	400773	11/07/23	OFFICE SUPPLIES	2200-4230200	134.80	
AMERICAN EAGLE EQUIPMENT	400774	11/07/23	WATER RESCUE UPDATE	1120-4351000		3,985.17
AMERICAN EAGLE EQUIPMENT	400774	11/07/23	AUTO REPAIR & MAINTENANCE	1120-4351000	5,098.95	
				109737	460.00	
AMERICAN POLYGRAPH ASSOC	400775	11/07/23	ORGANIZATION & MEMBER DUE	1110-4355300	175.00	5,558.95
ANGEL OAK TREE CARE	400776	11/07/23	TREE REMOVAL & MAINT	1192-4350400		175.00
ANGEL OAK TREE CARE	400776	11/07/23	MAITN SERVICES	1192-4350400	16,396.65	
				110013	9,788.35	
APPARATUS SERVICE CORP	400777	11/07/23	OTHER EXPENSES	601-5023990	400.00	26,185.00
ARTISTS DEVELOPMENT COMPA	400778	11/07/23	BOOKING EVENT FEES	1203-R4359300		400.00
				106912	1,500.00	
ASPHALT MATERIALS INC	400779	11/07/23	ROAD MAINT/PRESERVATION	2201-4350202	9,515.50	1,500.00
BGI FITNESS	400780	11/07/23	OTHER CONT SERVICES	1120-4350900		9,515.50
					155.00	155.00
JAMES BARLOW	400781	11/07/23	SERVICES-CHIEF OF POLICE	1110-4350900		17,250.00
				108381	17,250.00	17,250.00
BATTERIES PLUS BULBS	400782	11/07/23	REPAIR PARTS	1120-4237000	17.80	
BATTERIES PLUS BULBS	400782	11/07/23	EQUIPMENT REPAIRS & MAINT	1110-4350000	115.02	132.82
BEARD EQUIPMENT COMPANY I	400783	11/07/23	EQUIPMENT REPAIRS & MAINT	1207-4350000	410.17	410.17
BEAVER RESEARCH COMPANY	400784	11/07/23	GARAGE & MOTOR SUPPLIES	2201-4232100	169.70	
BEAVER RESEARCH COMPANY	400784	11/07/23	GARAGE & MOTOR SUPPLIES	1110-4232100	169.64	339.34
BEC ENTERPRISES LLC	400785	11/07/23	REPAIR PARTS	2201-4237000	365.43	365.43
BEST KITCHEN SERVICE & PA	400786	11/07/23	EQUIPMENT REPAIRS & MAINT	1120-4350000	265.00	265.00
BETH MAIER PHOTOGRAPHY	400787	11/07/23	PHOTOGRAPHY SERVICES	1203-4359003		250.00
				110054	250.00	250.00
BICYCLE INDIANA	400788	11/07/23	FESTIVAL/COMMUNITY EVENTS	923-4359003	108.00	108.00
KATHY BLANKENHEIM	400789	11/07/23	ECONOMIC DEVELOPMENT	1203-4359300	200.00	200.00
BOUND TREE MEDICAL LLC	400790	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	2,393.50	
BOUND TREE MEDICAL LLC	400790	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	202.50	2,596.00
THE BOX COMPANY	400791	11/07/23	POSTAGE	1120-4342100	216.72	

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BRATEMAN'S INC.	400792	11/07/23	UNIFORMS	1110-4356001	119.95	216.72
BRATEMAN'S INC.	400792	11/07/23	UNIFORMS	1110-4356001	357.94	
BRATEMAN'S INC.	400792	11/07/23	UNIFORMS	1110-4356001	4,098.70	
BRATEMAN'S INC.	400792	11/07/23	UNIFORM ACCESSORIES	1110-4356002	4,196.00	
BRATEMAN'S INC.	400792	11/07/23	SAFETY ACCESSORIES	1110-4356003	5,525.00	
BREAKERS UNLIMITED	400793	11/07/23	OTHER EXPENSES	651-5023990	50.60	14,297.59
BOBCAT OF ANDERSON	400794	11/07/23	REPAIR PARTS	2201-4237000	-713.97	50.60
BOBCAT OF ANDERSON	400794	11/07/23	REPAIR PARTS	2201-4237000	41.30	
BOBCAT OF ANDERSON	400794	11/07/23	REPAIR PARTS	2201-4237000	3,279.34	
DANIEL J BRINKMAN	400795	11/07/23	HISTORIC PRESERVATON COMM	1192-4359029	3,726.56	2,606.67
C I TECHNOLOGIES INC	400796	11/07/23	SOFTWARE MAINT CONTRACTS	1110-4351502	910.87	3,726.56
C. L. COONROD & COMPANY	400797	11/07/23	ACCOUNTING SERVICES	1160-4340303	109994	910.87
C. L. COONROD & COMPANY	400797	11/07/23	ACCOUNTING SERVICES	1160-4340303	109994	1,450.00
CALUMET PACKAGING	400798	11/07/23	GARAGE & MOTOR SUPPIES	1120-4232100	385.92	12,272.00
JULIE CAO	400799	11/07/23	ECONOMIC DEVELOPMENT	1203-4359300	100.00	385.92
CARGILL INC-SALT DIVISION	400800	11/07/23	OTHER EXPENSES	601-5023990	2,736.37	100.00
CARGILL INC-SALT DIVISION	400800	11/07/23	OTHER EXPENSES	601-5023990	2,730.95	
CARGILL INC-SALT DIVISION	400800	11/07/23	OTHER EXPENSES	601-5023990	2,673.44	
CARGILL INC-SALT DIVISION	400800	11/07/23	OTHER EXPENSES	601-5023990	2,660.42	
CARGILL INC-SALT DIVISION	400800	11/07/23	OTHER EXPENSES	601-5023990	2,719.01	
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADVERTISING	1203-4346500	108627	13,520.19
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADVERTISING	1203-4346500	108627	1,260.00
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADVERTISING	1203-4346500	108627	941.00
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADS & PUBLIC EVENTS	1203-R4359300	106408	860.00
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADS & PUBLIC EVENTS	1203-R4346500	106408	30.00
CARMEL CITY CENTER LLC	400801	11/07/23	PROMO ADS & PUBLIC EVENTS	1203-R4346500	106408	51.00
CARMEL WELDING & SUPP INC	400802	11/07/23	MISC PARTS & TOOLS	1192-R4237000	108216	3,142.00
CARMEL WELDING & SUPP INC	400802	11/07/23	MISC PARTS & TOOLS	1192-R4237000	108216	13.40
CATBUN STUDIOS	400803	11/07/23	PAINTING SERVICES	1206-4350900	110104	279.50
CENTER FOR THE PERFORMING	400804	11/07/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003	106092	1,770.00
CENTER FOR THE PERFORMING	400804	11/07/23	FACILITY RENTAL	1203-R4359003	106092	621.74
CITY WIDE MAINTENANCE	400805	11/07/23	CLEANING SERVICES	1207-4350600		1,303.30
CERES SOLUTIONS	400806	11/07/23	DIESEL FUEL	1207-4231300		1,925.04
CERES SOLUTIONS	400806	11/07/23	GASOLINE	1207-4231400		933.59
CERTIFIED LABORATORIES	400807	11/07/23	EQUIPMENT REPAIRS & MAINT	1207-4350000		834.94
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	874.88
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	179.95
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	68.43
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	983.09
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	153.49
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	68.43
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	542.59
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICES	2201-4356501	108686	184.52
CINTAS CORPORATION #18	400808	11/07/23	UNIFORMS	1207-4356001		38.02

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CINTAS CORPORATION #18	400808	11/07/23	UNIFORMS	1207-4356001	38.02	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	126.76	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	126.76	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	126.76	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	126.76	
CINTAS CORPORATION #18	400808	11/07/23	LAUNDRY SERVICE	1110-4356501	71.29	
CINTAS CORPORATION #18	400808	11/07/23	BUILDING MATERIAL	1207-4235000	147.98	
CINTAS CORPORATION #18	400808	11/07/23	OTHER EXPENSES	651-5023990	32.95	
						3,049.72
CINTAS UNIFORMS	400809	11/07/23	SAFETY SUPPLIES	2201-4239012	213.45	
CINTAS UNIFORMS	400809	11/07/23	OTHER EXPENSES	651-5023990	387.05	
						600.50
CORE & MAIN	400810	11/07/23	OFFICE SUPPLIES	1115-4230200	1,085.69	
						1,085.69
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS-PUBLIC HEARINGS	1192-R4345500	R104518	19.52
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS-PUBLIC HEARINGS	1192-R4345500	R104518	18.80
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS-PUBLIC HEARINGS	1192-R4345500	R104518	17.35
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS & NOTICES	1702-R4345500	108287	30.37
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS & NOTICES	1702-R4345500	108287	31.82
CURRENT PUBLISHING	400811	11/07/23	LEGAL ADS & NOTICES	1702-R4345500	108287	31.82
						149.68
OFFICE KEEPERS	400812	11/07/23	OFFICE CLEANING	1801-4350600	109849	325.00
OFFICE KEEPERS	400812	11/07/23	OFFICE CLEANING	1801-4350600	109849	325.00
						650.00
DLT SOLUTIONS LLC	400813	11/07/23	OTHER EXPENSES	601-5023990		2,123.85
						2,123.85
DECORATIVE PAVING COMPANY	400814	11/07/23	PALLADIUM PAVERS	2201-4350202	110028	2,083.58
DECORATIVE PAVING COMPANY	400814	11/07/23	PALLADIUM PAVERS	2201-4350202	109841	22,469.32
						24,552.90
DON HINDS FORD	400815	11/07/23	AUTO REPAIR & MAINTENANCE	1120-4351000		1,714.86
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1120-4237000		286.36
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1120-4237000		21.47
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1120-4237000		24.03
DON HINDS FORD	400815	11/07/23	AUDIO CONTROL MODULE	1110-4351000	110050	857.45
DON HINDS FORD	400815	11/07/23	AUDIO CONTROL MODULE	1110-4351000	110050	92.55
DON HINDS FORD	400815	11/07/23	ALL WHEEL DRIVE MODULE	1110-4351000	110166	805.17
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		548.35
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		75.40
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		247.03
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		86.02
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		151.32
DON HINDS FORD	400815	11/07/23	REPAIR PARTS	1110-4237000		78.09
DON HINDS FORD	400815	11/07/23	SMALL TOOLS & MINOR EQUIP	1110-4238000		34.41
						5,022.51
DONLEY SAFETY	400816	11/07/23	SAFETY ACCESSORIES	1120-4356003		389.05
						389.05
DRAINAGE SOLUTIONS, INC	400817	11/07/23	STORM SEWER MAINT SUPPLS	2201-4237001		127.92
						127.92
ECKART SUPPLY	400818	11/07/23	OTHER EXPENSES	601-5023990		33.41
						33.41
ELEMENT MATERIALS TECHNOL	400819	11/07/23	OTHER EXPENSES	651-5023990		71.01
ELEMENT MATERIALS TECHNOL	400819	11/07/23	OTHER EXPENSES	651-5023990		321.20
ELEMENT MATERIALS TECHNOL	400819	11/07/23	OTHER EXPENSES	651-5023990		85.80
						478.01
ESC PARTNERS	400820	11/07/23	OTHER EXPENSES	651-5023990		3,000.00

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ESC PARTNERS	400820	11/07/23	OTHER EXPENSES	601-5023990	3,000.00	
						6,000.00
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	13.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	13.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	346.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	13.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	13.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	13.88	
ENVIRONMENTAL LABORATORIE	400821	11/07/23	OTHER EXPENSES	601-5023990	88.88	
						505.16
ENVIRONMENTAL RESOURCE AS	400822	11/07/23	OTHER EXPENSES	651-5023990	662.55	
						662.55
EVERETT J PRESCOTT INC	400823	11/07/23	OTHER EXPENSES	601-5023990	32.05	
						32.05
POLLARD WATER	400824	11/07/23	OTHER EXPENSES	601-5023990	145.00	
						145.00
FILTER SERVICES OF INDIAN	400825	11/07/23	OTHER EXPENSES	651-5023990	1,032.36	
						1,032.36
G.W. BERKHEIMER CO, INC	400826	11/07/23	OTHER EXPENSES	651-5023990	425.09	
						425.09
GEAR WASH	400827	11/07/23	1851 ANNUAL INSPECTION	1120-4350600 108453	4,800.00	
GEAR WASH	400827	11/07/23	CLEANING SERVICES	1120-4350600	10,905.00	
						15,705.00
GPD GROUP	400828	11/07/23		1192-R4341999 R103451	2,504.81	
GPD GROUP	400828	11/07/23	CONSULTING-BROOKSHIRE	1192-R4340400 106798	2,295.19	
						4,800.00
GRAINGER	400829	11/07/23	OTHER EXPENSES	651-5023990	85.39	
GRAINGER	400829	11/07/23	OTHER EXPENSES	651-5023990	-28.76	
GRAINGER	400829	11/07/23	OTHER EXPENSES	651-5023990	37.06	
GRAINGER	400829	11/07/23	OTHER EXPENSES	651-5023990	-71.04	
GRAINGER	400829	11/07/23	OTHER EXPENSES	651-5023990	374.41	
						397.06
HACH COMPANY	400830	11/07/23	OTHER EXPENSES	601-5023990	1,257.50	
						1,257.50
HALL SIGNS, INC.	400831	11/07/23	TRAFFIC SIGNS	2201-4239030	155.40	
						155.40
HENRY SCHEIN INC	400832	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	1,746.36	
						1,746.36
THE HILL COMPANY	400833	11/07/23	OTHER EXPENSES	651-5023990	1,556.93	
						1,556.93
HOBBY LOBBY STORES	400834	11/07/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003	-54.70	
HOBBY LOBBY STORES	400834	11/07/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003	499.00	
						444.30
HOOSIER FIRE EQUIPMENT IN	400835	11/07/23	REPAIR PARTS	1120-4237000	199.30	
						199.30
HUMANE SOCIETY FOR HAMILT	400836	11/07/23	TINSEL AND TAILS TABLE	1203-4359003 110193	1,750.00	
						1,750.00
I C C BUSINESS PRODUCTS	400837	11/07/23	EQUIPMENT MAINT CONTRACTS	1120-4351501	97.00	
						97.00
THE RYDER	400838	11/07/23	ECONOMIC DEVELOPMENT	1203-4359300	825.00	
						825.00
INDIANA ALARM LLC	400839	11/07/23	EQUIPMENT MAINT CONTRACTS	1205-4351501	364.99	
						364.99
INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4346500 108628	882.50	
INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4359300 108628	234.45	
INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4359300 108628	500.00	
INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4359300 108628	259.20	
INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4359300 108628	500.00	

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INDIANA DESIGN CENTER, LL	400840	11/07/23	PROMO ADVERTISING	1203-4346500	108628	72.50	
INDIANA OXYGEN CO	400841	11/07/23	BOTTLED GAS	1120-4231100		404.42	2,448.65
INDIANA OXYGEN CO	400841	11/07/23	OTHER EXPENSES	651-5023990		314.50	
INDIANA OXYGEN CO	400841	11/07/23	OTHER EXPENSES	651-5023990		628.95	1,347.87
INDIANA SECTION AWWA	400842	11/07/23	OTHER EXPENSES	601-5023990		800.00	
INDIANA SECTION AWWA	400842	11/07/23	OTHER EXPENSES	601-5023990		200.00	
BEST ONE OF INDY	400843	11/07/23	AUTO REPAIR	1192-R4351000	105801	81.99	1,000.00
INSIGHT PUBLIC SECTOR, IN	400844	11/07/23	VMWARE HORIZON	1115-4355600	109969	595.01	81.99
INSIGHT PUBLIC SECTOR, IN	400844	11/07/23	DOCKING STATIONS	102-4463201	110132	393.40	
INSIGHT PUBLIC SECTOR, IN	400844	11/07/23	HARDWARE	1801-4463201		437.00	
INSIGHT PUBLIC SECTOR, IN	400844	11/07/23	ADOBE ACROBAT PRO	1110-4355200	110130	415.76	1,841.17
INTERA INCORPORATED	400845	11/07/23	OTHER EXPENSES	609-5023990		12,441.82	12,441.82
INTERSTATE BILLING SERVIC	400846	11/07/23	REPAIR PARTS	2201-4237000		475.00	475.00
INVOICE CLOUD INC	400847	11/07/23	OTHER EXPENSES	651-5023990		1,256.00	
INVOICE CLOUD INC	400847	11/07/23	OTHER EXPENSES	601-5023990		1,256.00	2,512.00
JIM GORE LANDSCAPE LLC	400848	11/07/23	OTHER CONT SERVICES	1206-4350900		5,073.00	5,073.00
KINETICO QUALITY WATER OF	400849	11/07/23	OTHER EXPENSES	651-5023990		84.00	84.00
KIRBY RISK CORPORATION	400850	11/07/23	OTHER EXPENSES	651-5023990		6,495.68	
KIRBY RISK CORPORATION	400850	11/07/23	OTHER EXPENSES	651-5023990		46.35	
KIRBY RISK CORPORATION	400850	11/07/23	OTHER EXPENSES	651-5023990		6.51	6,548.54
LAKETEC COMMUNICATIONS IN	400851	11/07/23	PROFESSIONAL SERVICES	1115-4340400	110160	12,500.00	12,500.00
LEE SUPPLY CORP - CARMEL	400852	11/07/23	OTHER EXPENSES	651-5023990		157.94	157.94
LEHMAN'S INC. MECHANICAL	400853	11/07/23	HVAC STA 44 RM 219A & FIT	1120-4350100	109818	9,954.00	9,954.00
LIFESTYLE PUBLICATIONS LL	400854	11/07/23	ECONOMIC DEVELOPMENT	1203-4359300		815.00	815.00
LOWE'S COMPANIES INC	400855	11/07/23	REPAIR PARTS	1120-4237000		111.92	111.92
LRT RESTORATION TECHNOLOG	400856	11/07/23	SOPHIA SQ WATERPROOFING	1206-4350900	108569	82,102.60	
LRT RESTORATION TECHNOLOG	400856	11/07/23	SOPHIA SQUARE WATERPROOF	1206-4350900	110042	18,558.75	100,661.35
MACALLISTER MACHINERY CO	400857	11/07/23	OTHER RENTAL & LEASES	2201-4353099		5,019.75	
MACALLISTER MACHINERY CO	400857	11/07/23	OTHER RENTAL & LEASES	2201-4353099		4,619.00	9,638.75
MACQUEEN EMERGENCY GROUP	400858	11/07/23	AUTO REPAIR & MAINTENANCE	1120-4351000		880.61	
MACQUEEN EMERGENCY GROUP	400858	11/07/23	AUTO REPAIR & MAINTENANCE	1120-4351000		1,013.88	
MACQUEEN EMERGENCY GROUP	400858	11/07/23	REPAIR PARTS	1120-4237000		269.53	2,164.02
DETROIT INDUSTRIAL TOOL	400859	11/07/23	REPAIR PARTS	1120-4237000		441.67	441.67
MARTIN MARIETTA AGGREGATE	400860	11/07/23	SAND	2201-4236100		81.24	81.24
SPEAR-HUFF STUDIO	400861	11/07/23	ECONOMIC DEVELOPMENT	1203-4359300		200.00	200.00
MENARD INC	400862	11/07/23	28718	1206-4350100		1,428.90	

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MENARDS - FISHERS	400863	11/07/23	70287	1206-4350100	3,767.10	1,428.90
MENARDS, INC	400864	11/07/23	74473	2201-4238900	49.93	3,767.10
MENARDS, INC	400864	11/07/23	74692	2201-4238900	202.78	
MENARDS, INC	400864	11/07/23	74503	2201-4238900	20.74	
MENARDS, INC	400864	11/07/23	74396	1206-4350100	164.99	
MENARDS, INC	400864	11/07/23	74624	1206-4350100	122.94	
MENARDS, INC	400864	11/07/23	74547	1206-4350100	380.10	
MENARDS, INC	400864	11/07/23	74553	1206-4350100	22.96	
MENARDS, INC	400864	11/07/23	74481	1206-4350100	788.98	
MENARDS, INC	400864	11/07/23	74464	1206-4350100	170.91	
MENARDS, INC	400865	11/07/23	74640	1115-4238000	319.92	1,924.33
MENARDS, INC	400866	11/07/23	74380	1207-4350000	79.54	319.92
MENARDS, INC	400867	11/07/23	74489	601-5023990	8.49	79.54
CROWN KENNELS	400868	11/07/23	ANIMAL SERVICES	1110-4357600	225.00	8.49
MIDLAND	400869	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	-36.36	225.00
MIDLAND	400869	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	36.36	
MIDLAND	400869	11/07/23	OTHER MAINT SUPPLIES	1120-4238900	666.61	
MIDLAND	400869	11/07/23	OTHER MISCELLANEOUS	1120-4239099	2,313.50	
MIDWEST ACCESSIBILITY	400870	11/07/23	OTHER CONT SERVICES	1120-4350900	422.50	2,980.11
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	422.50
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	189.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	189.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	189.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MIDWEST LANDSCAPE INDUSTR	400871	11/07/23	IRRIGATION	2201-4350900 108688	94.00	
MILESTONE CONTRACTORS, L	400872	11/07/23	BITUMINOUS MATERIALS	2201-4236300	32.40	1,977.00
MR. BILL'S PLUMBING & LEAK	400873	11/07/23	OTHER CONT SERVICES	922-4350900	479.00	32.40
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	UNIFORMS	1120-4356001	284.58	479.00
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	UNIFORMS	1120-4356001	74.68	
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	UNIFORMS	1120-4356001	148.89	
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	UNIFORMS	1120-4356001	113.75	
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	UNIFORMS	1120-4356001	80.50	
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	SAFETY ACCESSORIES	1120-4356003	120.00	
MUNICIPAL EMERGENCY SERVI	400874	11/07/23	SAFETY ACCESSORIES	1120-4356003	137.65	

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MUNICIPAL EMERGENCY SERVI	400874	11/07/23	OTHER EXPENSES	601-5023990	498.39	
NAPA AUTO PARTS INC	400875	11/07/23	JUMPER CABLES	1110-4239011	539.90	1,458.44
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	146.88	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	349.26	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	68.22	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	168.61	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	272.08	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	175.76	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	168.61	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	9.71	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	52.16	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	43.50	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	100.58	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	-18.00	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	-18.00	
NAPA AUTO PARTS INC	400875	11/07/23	REPAIR PARTS	1110-4237000	39.64	
NELSON & CO LLC	400876	11/07/23	UNIFORM	1110-R4356001	307.50	2,098.91
NELSON ALARM COMPANY	400877	11/07/23	OTHER CONT SERVICES	1115-4350900	2,927.00	307.50
OBERER'S FLOWERS	400878	11/07/23	PROMOTIONAL FUNDS	1160-4355100	114.95	2,927.00
ODP BUSINESS SOLUTIONS LL	400879	11/07/23	PROMOTIONAL FUNDS	1120-4355100	28.19	114.95
ODP BUSINESS SOLUTIONS LL	400879	11/07/23	OFFICE SUPPLIES	1120-4230200	117.05	
OFFICE DEPOT	400880	11/07/23	OFFICE FURNITURE	1201-R4463000	5.93	145.24
OFFICE DEPOT	400880	11/07/23	OFFICE FURNITURE	1201-R4463000	44.99	
OFFICE DEPOT	400880	11/07/23	OFFICE FURNITURE	1201-R4463000	179.99	
OFFICE DEPOT	400880	11/07/23	OFFICE FURNITURE	1201-R4463000	197.80	
OFFICE DEPOT INC	400881	11/07/23	OTHER MISCELLANEOUS	1115-4239099	83.26	428.71
OFFICE DEPOT INC	400881	11/07/23	OTHER EXPENSES	651-5023990	112.10	
OFFICE DEPOT INC	400881	11/07/23	OTHER EXPENSES	651-5023990	105.69	
OFFICE DEPOT INC	400881	11/07/23	OTHER EXPENSES	601-5023990	105.69	
OFFICE WORKS	400882	11/07/23	WARDROBES & INSTALL	1110-4463000	6,612.58	406.74
O'REILLY AUTO PARTS	400883	11/07/23	REPAIR PARTS	1120-4237000	400.00	6,612.58
O'REILLY AUTO PARTS	400884	11/07/23	REPAIR PARTS	2201-4237000	284.68	400.00
P F M CAR & TRUCK CARE CE	400885	11/07/23	OTHER EXPENSES	651-5023990	118.79	284.68
PALMER POWER & TRUCK EQUI	400886	11/07/23	OTHER EXPENSES	651-5023990	720.64	118.79
PALMER POWER & TRUCK EQUI	400886	11/07/23	OTHER EXPENSES	651-5023990	-717.68	
PEARSON FORD,INC	400887	11/07/23	REPAIR PARTS	2201-4237000	71.06	2.96
PENN CARE INC.	400888	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	280.00	71.06
PENN CARE INC.	400888	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	94.50	
PENN CARE INC.	400888	11/07/23	SPECIAL DEPT SUPPLIES	102-4239011	296.76	
DANIEL J PFLEGING	400889	11/07/23	PUBLIC DEFENDER FEES	1301-4341952	2,083.33	671.26
PICKETT'S PLACE	400890	11/07/23	REPAIR PARTS	2201-4237000	40.00	2,083.33
						40.00

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PIP	400891	11/07/23	PRINTING & SERVICES	1203-4359003	109772	304.67	
PIP	400891	11/07/23	PRINTING & SERVICES	1203-4359003	109772	83.95	
							388.62
POWER DMS	400892	11/07/23	ANNUAL SUBSCRIPTION	1110-4351502	110053	10,573.18	
							10,573.18
PRESTIGE PERFORMANCE II I	400893	11/07/23	COMMUNITY BOOTH	1120-4239020	109977	3,234.62	
PRESTIGE PERFORMANCE II I	400893	11/07/23	JR POLICE BADGE STICKERS	1110-4345002	110099	560.00	
PRESTIGE PERFORMANCE II I	400893	11/07/23	POSTAGE	1110-4342100		22.51	
							3,817.13
PRO-AIR	400894	11/07/23	EQUIPMENT MAINT CONTRACTS	1120-4351501		1,700.00	
							1,700.00
PROMOTIONS PLUS INC	400895	11/07/23	UNIFORMS	1801-4356001		123.00	
							123.00
SAFELITE FULFILLMENT INC	400896	11/07/23	OTHER EXPENSES	601-5023990		783.57	
							783.57
SERVICE PIPE & SUPPLY INC	400897	11/07/23	OTHER EXPENSES	601-5023990		931.18	
							931.18
SEXSON MECHANICAL CORP	400898	11/07/23	PREVENTATIVE MAINT	1801-4350900	109715	525.00	
SEXSON MECHANICAL CORP	400898	11/07/23	HVAC PM ADMIN & MUSEUM	1120-4350100	108488	1,000.00	
SEXSON MECHANICAL CORP	400898	11/07/23	HVAC PM	1120-4350100	108438	325.00	
SEXSON MECHANICAL CORP	400898	11/07/23	HVAC PM	1120-4350100	108438	440.00	
SEXSON MECHANICAL CORP	400898	11/07/23	HVAC PM	1120-4350100	108438	313.00	
SEXSON MECHANICAL CORP	400898	11/07/23	BUILDING REPAIRS & MAINT	1120-4350100		673.00	
SEXSON MECHANICAL CORP	400898	11/07/23	BUILDING REPAIRS & MAINT	1120-4350100		-1,360.00	
SEXSON MECHANICAL CORP	400898	11/07/23	BUILDING REPAIRS & MAINT	1120-4350100		1,245.00	
SEXSON MECHANICAL CORP	400898	11/07/23	BUILDING REPAIRS & MAINT	2201-4350100		5,426.08	
SEXSON MECHANICAL CORP	400898	11/07/23	OTHER CONT SERVICES	1801-4350900		557.48	
SEXSON MECHANICAL CORP	400898	11/07/23	MAINT AGREEMENT	1110-4351501	108441	950.00	
							10,094.56
SHEPHERD INSURANCE	400899	11/07/23	CONSULTING FEES	1201-4340400	108601	6,000.00	
							6,000.00
SHERWIN WILLIAMS INC	400900	11/07/23	PAINT	2201-4236400		1,494.00	
SHERWIN WILLIAMS INC	400900	11/07/23	PAINT	2201-4236400		-453.38	
SHERWIN WILLIAMS INC	400900	11/07/23	PAINT	2201-4236400		-1,225.36	
SHERWIN WILLIAMS INC	400900	11/07/23	PAINT	2201-4236400		85.98	
SHERWIN WILLIAMS INC	400900	11/07/23	PAINT	2201-4236400		1,364.50	
							1,265.74
SILLY SAFARI SHOWS, INC	400901	11/07/23	HOLIDAY EVENTS	1203-4359003	110194	2,750.00	
SILLY SAFARI SHOWS, INC	400901	11/07/23	HOLIDAY EVENTS	1203-4359003	110194	9,325.00	
							12,075.00
DR. ROBERT L. SMITH, PHD	400902	11/07/23	MENTAL HEALTH COUNSELING	1120-4340703		140.00	
DR. ROBERT L. SMITH, PHD	400902	11/07/23	MENTAL HEALTH COUNSELING	1120-4340703		140.00	
							280.00
STAPLES BUSINESS ADVANTAG	400903	11/07/23	OTHER EXPENSES	651-5023990		387.92	
							387.92
SUNBELT RENTALS	400904	11/07/23	ALLIED SPONSORSHIP	854-4359024		548.20	
SUNBELT RENTALS	400904	11/07/23	OTHER RENTAL & LEASES	2201-4353099		101.99	
SUNBELT RENTALS	400904	11/07/23	OTHER RENTAL & LEASES	2201-4353099		2,317.25	
SUNBELT RENTALS	400904	11/07/23	BOTTLED GAS	2201-4231100		7.20	
SUNBELT RENTALS	400904	11/07/23	OTHER RENTAL & LEASES	2201-4353099		1,834.25	
SUNBELT RENTALS	400904	11/07/23	OTHER RENTAL & LEASES	2201-4353099		109.25	
							4,918.14
SUNBELT RENTALS, INC.	400905	11/07/23	OTHER EXPENSES	601-5023990		13,968.00	
SUNBELT RENTALS, INC.	400905	11/07/23	OTHER EXPENSES	651-5023990		92.97	
							14,060.97
T B A & OIL WAREHOUSE, IN	400906	11/07/23	55 GAL DRUM	1110-4231500	110113	1,898.00	
T B A & OIL WAREHOUSE, IN	400906	11/07/23	55 GAL DRUM	1110-4351000	110113	279.00	
T B A & OIL WAREHOUSE, IN	400906	11/07/23	AUTO REPAIR & MAINTENANCE	1110-4351000		.90	

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TANDEM MOBILITY LLC	400907	11/07/23	OTHER CONT SERVICES	1192-4350900		22,750.00	2,177.90
TARGETSOLUTIONS LEARNING,	400908	11/07/23	GUARDIAN TRACKING	1110-4351502	110097	3,384.05	22,750.00
TECHNOLOGY RECYCLERS	400909	11/07/23	TRASH COLLECTION	1115-4350101		20.00	3,384.05
THE SEWARD JOHNSON ATELIE	400910	11/07/23	INDIAN HERTIAGE SCULPTURE	1160-4355101	110202	72,684.00	20.00
THE SEWARD JOHNSON ATELIE	400910	11/07/23	TWO SCULPTURES	1160-R4355101	R104516	16,496.00	
THE SEWARD JOHNSON ATELIE	400910	11/07/23	TWO SCULPTURES	1160-R4355101	R104516	89,180.00	178,360.00
TIFFANY LAWN & GARDEN	400911	11/07/23	RECYCLE FEES & PRODUCT	1192-R4350900	108303	42.50	42.50
UNITED RENTALS INC	400912	11/07/23	OTHER RENTAL & LEASES	2201-4353099		629.05	629.05
US MAIL SUPPLY INC	400913	11/07/23	DESTROY/DROP BOX	1110-4467099	110116	1,300.00	1,300.00
UTILITY SUPPLY CO INC.	400914	11/07/23	STORM SEWER MAINT SUPPLS	2201-4237001		664.78	664.78
VERTIV CORP	400915	11/07/23	ANNUAL MAINTENANCE	1115-4351502	110111	1,614.00	1,614.00
WHITE'S ACE HARDWARE	400916	11/07/23	29696748	1192-4238000		134.99	134.99
WHITE'S ACE HARDWARE	400917	11/07/23	29696398	1115-4239099		16.79	16.79
XYLEM WATER SOLUTIONS USA	400918	11/07/23	OTHER EXPENSES	651-5023990		4,962.90	4,962.90
ZIETGEIST PUBLISHING INC	400919	11/07/23	ADS GERMAN LIFE MAG	1203-4346500	110195	1,600.00	1,600.00
A S I SIGN SYSTEMS	400920	11/09/23	CENTRAL PARK SIGNS	1125-4239031	58090	380.00	380.00
ACE-PAK PRODUCTS INC	400921	11/09/23	OTHER MAINT SUPPLIES	1093-4238900		322.90	
ACE-PAK PRODUCTS INC	400921	11/09/23	OTHER MAINT SUPPLIES	1093-4238900		740.68	
ACE-PAK PRODUCTS INC	400921	11/09/23	OFFICE SUPPLIES	1081-4230200		23.98	
ACE-PAK PRODUCTS INC	400921	11/09/23	CLEANING SUPPLIES	1125-4238900	58824	630.44	1,718.00
ACORN NATURALISTS	400922	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		42.90	42.90
ACTIVE NETWORK LLC	400923	11/09/23	REFUNDS AWARDS & INDEMITY	1092-4358400		410.00	410.00
MICHAEL ALLEN	400924	11/09/23	CELLULAR PHONE FEES	1125-4344100		50.00	50.00
AMERESCO INC	400925	11/09/23	INFO SYS MAINT/CONTRACTS	1125-4341955		2,120.00	
AMERESCO INC	400925	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955		2,120.00	4,240.00
CORVUS JANITORIAL OF INDP	400926	11/09/23	CLEANING SERVICES	110-4350600		775.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	CLEANING SERVICES	110-4350600		1,295.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	CLEANING SERVICES	1093-4350600		13,575.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	CLEANING SERVICES	1093-4350600		9,995.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	ADMIN OFFICE	1125-4350600	57543	365.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	PARKS & NR OFFICE	1125-4350600	57530	235.00	
CORVUS JANITORIAL OF INDP	400926	11/09/23	WESTERMEIER COMMONS	1125-4350600	57527	2,765.00	29,005.00
KARI BERGER	400927	11/09/23	TRAVEL FEES & EXPENSES	1125-4343000		8.65	8.65
ANNE MARIE BESSLER	400928	11/09/23	TRAVEL FEES & EXPENSES	1091-4343000		14.41	14.41
CAPITAL ONE COMMERCIAL	400929	11/09/23	OTHER MAINT SUPPLIES	1094-4238900		84.00	

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CAPITAL ONE COMMERCIAL	400929	11/09/23	SMALL TOOLS & MINOR EQUIP	1125-4238000	66.96	
CAPITAL ONE COMMERCIAL	400929	11/09/23	OTHER MAINT SUPPLIES	1093-4238900	409.54	
						560.50
CARMEL CLAY SCHOOLS-FUEL	400930	11/09/23	GASOLINE	1125-4231400	2,164.70	
CARMEL CLAY SCHOOLS-FUEL	400930	11/09/23	DIESEL FUEL	1125-4231300	527.06	
						2,691.76
CARRIER CORP	400931	11/09/23	BUILDING REPAIRS & MAINT	1093-4350100	1,888.00	
						1,888.00
CENTRAL STATES CONSULTING	400932	11/09/23	SURVEYING SERVICES	1125-4340400	4,600.00	
				58431		4,600.00
CINTAS CORPORATION #18	400933	11/09/23	OTHER MAINT SUPPLIES	1093-4238900	406.93	
CINTAS CORPORATION #18	400933	11/09/23	OTHER MAINT SUPPLIES	1093-4238900	470.43	
						877.36
CLOUD CITY YOUTH	400934	11/09/23	ADULT CONTRACTORS	1081-4340800	2,880.00	
						2,880.00
COMMERCIAL OFFICE ENVIROM	400935	11/09/23	OFFICE SUPPLIES	1081-4230200	92.76	
						92.76
CURRENT PUBLISHING	400936	11/09/23	MARKETING & PROMOTIONS	1081-4341991	190.00	
CURRENT PUBLISHING	400936	11/09/23	MARKETING & PROMOTIONS	1091-4341991	285.00	
						475.00
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	60.61	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	22.00	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	110-4348000	84.13	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	149.45	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	339.93	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	59.43	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	110-4348000	560.80	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	88.37	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	15.98	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	171.54	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1091-4348000	1,540.82	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1091-4348000	30,334.75	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	65.68	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	122.17	
DUKE ENERGY	400937	11/09/23	ELECTRICITY	1125-4348000	40.85	
						33,656.51
ECO LOGIC LLC	400938	11/09/23	FLOWING WELL COOL CREEK	1125-R4350900	4,062.50	
				57453		4,062.50
ELAN FINANCIAL SERVICES	400940	11/09/23	FURNITURE & FIXTURES	103-4463000	191.20	
ELAN FINANCIAL SERVICES	400940	11/09/23	POSTAGE METER	1125-4353003	55.11	
ELAN FINANCIAL SERVICES	400940	11/09/23	ORGANIZATION & MEMBER DUE	1125-4355300	488.00	
ELAN FINANCIAL SERVICES	400940	11/09/23	SMALL TOOLS & MINOR EQUIP	1125-4238000	88.70	
ELAN FINANCIAL SERVICES	400940	11/09/23	TRAVEL FEES & EXPENSES	1125-4343000	6,931.31	
ELAN FINANCIAL SERVICES	400940	11/09/23	SUBSCRIPTIONS	1125-4355200	2,439.51	
ELAN FINANCIAL SERVICES	400940	11/09/23	CABLE SERVICE	1125-4349500	119.98	
ELAN FINANCIAL SERVICES	400940	11/09/23	INFO SYS MAINT/CONTRACTS	1125-4341955	506.61	
ELAN FINANCIAL SERVICES	400940	11/09/23	OFFICE SUPPLIES	1125-4230200	64.99	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039	44.78	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039	329.76	
ELAN FINANCIAL SERVICES	400940	11/09/23	SMALL TOOLS & MINOR EQUIP	1094-4238000	19.45	
ELAN FINANCIAL SERVICES	400940	11/09/23	REPAIR PARTS	1093-4237000	2,837.13	
ELAN FINANCIAL SERVICES	400940	11/09/23	OFFICE SUPPLIES	1092-4230200	59.99	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1092-4239039	149.96	
ELAN FINANCIAL SERVICES	400940	11/09/23	CLASSIFIED ADVERTISING	1091-4346000	1,189.37	
ELAN FINANCIAL SERVICES	400940	11/09/23	EXTERNAL INSTRUCT FEES	1091-4357004	200.00	
ELAN FINANCIAL SERVICES	400940	11/09/23	TRAVEL FEES & EXPENSES	1091-4343000	3,599.05	
ELAN FINANCIAL SERVICES	400940	11/09/23	OFFICE SUPPLIES	1091-4230200	51.46	
ELAN FINANCIAL SERVICES	400940	11/09/23	SUBSCRIPTIONS	1091-4355200	2,536.04	

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ELAN FINANCIAL SERVICES	400940	11/09/23	MARKETING & PROMOTIONS	1091-4341991	674.15	
ELAN FINANCIAL SERVICES	400940	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955	302.56	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	336.47	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	296.56	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	142.47	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	137.40	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	240.28	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	158.50	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	481.23	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	554.79	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	169.98	
ELAN FINANCIAL SERVICES	400940	11/09/23	CLASSIFIED ADVERTISING	1081-4346000	826.01	
ELAN FINANCIAL SERVICES	400940	11/09/23	EXTERNAL INSTRUCT FEES	1081-4357004	185.00	
ELAN FINANCIAL SERVICES	400940	11/09/23	FIELD TRIPS	1081-4343007	1,749.40	
ELAN FINANCIAL SERVICES	400940	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	1,082.45	
ELAN FINANCIAL SERVICES	400940	11/09/23	SUBSCRIPTIONS	1081-4355200	2,489.11	
ELAN FINANCIAL SERVICES	400940	11/09/23	INFO SYS MAINT/CONTRACTS	1081-4341955	302.56	
ELLIS MECHANICAL & ELECTR	400941	11/09/23	BUILDING REPAIRS & MAINT	1093-4350100	232.00	32,031.32
ELLIS MECHANICAL & ELECTR	400941	11/09/23	OTHER CONT SERVICES	1093-4350900	4,449.90	
ANGELA FEE	400942	11/09/23	TRAVEL FEES & EXPENSES	1091-4343000	21.00	4,681.90
FUN EXPRESS	400943	11/09/23	OTHER MISCELLANEOUS	1081-4239099	48.92	21.00
FUN EXPRESS	400943	11/09/23	OTHER MISCELLANEOUS	1091-4239099	48.91	
FUN EXPRESS	400943	11/09/23	OTHER MISCELLANEOUS	1081-4239099	74.69	
FUN EXPRESS	400943	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	170.43	
FUN EXPRESS	400943	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	61.95	
FUN EXPRESS	400943	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	71.98	
FUN EXPRESS	400943	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	97.94	
FUN EXPRESS	400943	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	71.64	
GARAGE DOORS OF INDIANAPO	400944	11/09/23	EQUIPMENT REPAIRS & MAINT	1093-4350000	571.55	646.46
GRAINGER	400945	11/09/23	OTHER MAINT SUPPLIES	1093-4238900	173.18	571.55
HAMILTON COUNTY TOURISM I	400946	11/09/23	SAFETY SUPPLIES	1125-4239012	77.50	173.18
HAMILTON COUNTY TOURISM I	400946	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039	77.50	
HOOSIER PORTABLE RESTROOM	400947	11/09/23	BEAR CREEK PARK	1125-4353099	400.00	155.00
HP INC.	400948	11/09/23	COMPUTER EQUIPMENT	1091-4463200	4,670.00	400.00
BEST ONE OF INDY	400949	11/09/23	EQUIPMENT REPAIRS & MAINT	1125-4350000	40.00	4,670.00
IRON MOUNTAIN INC	400950	11/09/23	OTHER PROFESSIONAL FEES	1081-4341999	84.50	40.00
IRON MOUNTAIN INC	400950	11/09/23	OTHER PROFESSIONAL FEES	1091-4341999	84.50	
ADAMSON'S KARATE CARMEL L	400951	11/09/23	ADULT CONTRACTORS	1081-4340800	3,600.00	169.00
KONICA MINOLTA BUSINESS S	400952	11/09/23	COPIER	1081-4353004	1,142.70	3,600.00
KONICA MINOLTA BUSINESS S	400952	11/09/23	COPIER	1091-4353004	473.59	
LOWE'S COMPANIES INC	400953	11/09/23	OTHER MAINT SUPPLIES	1093-4238900	283.80	1,616.29
MAGERS BOOKKEEPING SERVIC	400954	11/09/23	OTHER PROFESSIONAL FEES	1081-4341999	450.00	283.80
MAGERS BOOKKEEPING SERVIC	400954	11/09/23	OTHER PROFESSIONAL FEES	110-4341999	175.00	
MAGERS BOOKKEEPING SERVIC	400954	11/09/23	OTHER PROFESSIONAL FEES	1125-4341999	120.00	

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MAGERS BOOKKEEPING SERVIC	400954	11/09/23	OTHER PROFESSIONAL FEES	1091-4341999	435.00	
ERIC MEHL	400955	11/09/23	CELLULAR PHONE FEES	1125-4344100	50.00	1,180.00
MORE MOE'S INDIANA	400956	11/09/23	GENERAL PROGRAM SUPPLIES	1092-4239039	375.00	50.00
MR. B'S LAWN MAINTENANCE	400957	11/09/23	FALL 2023 GROUNDS CLEANUP	1125-4350400 58815	435.00	375.00
NATURE-WATCH	400958	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039	472.92	472.92
NEON ONE LLC	400959	11/09/23	SOFTWARE RENEWAL	1125-R4355200 569223	194.00	
NEON ONE LLC	400959	11/09/23	SOFTWARE RENEWAL	1125-R4355200 56223	5.00	199.00
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955	453.60	
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1125-4341955	498.96	
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955	453.60	
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1125-4341955	498.96	
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955	453.60	
OTUVY INC	400960	11/09/23	INFO SYS MAINT/CONTRACTS	1125-4341955	498.96	
P F M CAR & TRUCK CARE CE	400961	11/09/23	BRAKE REPAIRS #3183	1125-4351000 58818	922.04	2,857.68
PIP	400962	11/09/23	AED WALL MOUNT STATION	853-5023990 58837	53.00	922.04
L & F LLC	400963	11/09/23	ADULT CONTRACTORS	1081-4340800	1,080.00	53.00
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	74.71	1,080.00
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	4.55	
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	11.27	
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	298.06	
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	17.99	
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	17.85	
S & S CRAFTS WORLDWIDE IN	400964	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	92.06	
SOUTHERN ROCK RESTAURANTS	400965	11/09/23	SPECIAL PROJECTS	1081-4359000	173.38	516.49
SOUTHERN ROCK RESTAURANTS	400965	11/09/23	SPECIAL PROJECTS	1091-4359000	173.37	346.75
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1125-4230200	25.29	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	GENERAL PROGRAM SUPPLIES	1092-4239039	95.36	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039	47.69	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1091-4230200	55.70	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1091-4230200	13.99	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1091-4230200	113.19	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1081-4230200	37.35	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	43.75	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039	63.01	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1081-4230200	-33.03	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1081-4230200	206.67	
STAPLES BUSINESS ADVANTAG	400966	11/09/23	OFFICE SUPPLIES	1081-4230200	54.47	
STATE OF INDIANA	400967	11/09/23	PART-TIME	1094-4111000	351.35	723.44
STATE OF INDIANA	400967	11/09/23	PART-TIME	1096-4111000	17.60	
STATE OF INDIANA	400967	11/09/23	PART-TIME	1082-4111000	37.43	
TERRYBERRY COMPANY LLC	400968	11/09/23	OTHER CONT SERVICES	1091-4350900	66.26	406.38
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500	73.45	66.26
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500	96.82	

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TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500		20.12	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500		35.18	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1091-4348500		807.82	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1091-4348500		3,865.10	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	110-4348500		114.82	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500		3,027.82	
TRICO REGIONAL SEWER UTIL	400969	11/09/23	WATER & SEWER	1125-4348500		2,324.46	
							10,365.59
TUTTLE ORCHARDS INC	400970	11/09/23	GENERAL PROGRAM SUPPLIES	1096-4239039		101.00	
							101.00
UNITED CONSTRUCTION SERVI	400971	11/09/23	WEST PARK SHELTERS	106-4460708	57838	67,608.84	
UNITED CONSTRUCTION SERVI	400971	11/09/23	WEST PARK PERIMETER	103-4460708	58064	13,772.95	
UNITED CONSTRUCTION SERVI	400971	11/09/23	WEST PARK PERIMETER	106-4460708	58064	75,420.65	
							156,802.44
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1125-4239039		30.05	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		276.32	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		141.94	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		243.11	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		657.64	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		220.15	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		180.16	
WAL-MART COMMUNITY	400972	11/09/23	GENERAL PROGRAM SUPPLIES	1081-4239039		221.11	
							1,970.48
WM CORPORATE SERIVES INC	400973	11/09/23	TRASH COLLECTION	1125-4350101		457.57	
							457.57
ALLISON WERICH	400974	11/09/23	TRAVEL FEES & EXPENSES	1125-4343000		126.42	
							126.42
WILLIAMS ARCHITECTS	400975	11/09/23	OTHER STRUCTURE IMPROVEMN	1091-4462000		1,740.00	
							1,740.00
WILLOW MARKETING MGMT, IN	400976	11/09/23	INFO SYS MAINT/CONTRACTS	1091-4341955		75.00	
WILLOW MARKETING MGMT, IN	400976	11/09/23	INFO SYS MAINT/CONTRACTS	1081-4341955		75.00	
							150.00
WISSCO IRRIGATION INC	400977	11/09/23	GROUNDS MAINTENANCE	110-4350400		390.00	
WISSCO IRRIGATION INC	400977	11/09/23	GROUNDS MAINTENANCE	1125-4350400		133.00	
WISSCO IRRIGATION INC	400977	11/09/23	MIDTOWN PLAZA	1125-4350400	57952	756.00	
WISSCO IRRIGATION INC	400977	11/09/23	CENTRAL PARK/MCC	1125-4350400	57954	390.00	
WISSCO IRRIGATION INC	400977	11/09/23	PERELMAN PAVILION	1125-4350400	58277	390.00	
WISSCO IRRIGATION INC	400977	11/09/23	FOUNDERS PARK	1125-4350400	57953	390.00	
WISSCO IRRIGATION INC	400977	11/09/23	GROUNDS MAINTENANCE	1094-4350400		390.00	
							2,839.00
CENTERPOINT ENERGY	400978	11/09/23	OTHER EXPENSES	651-5023990		595.78	
							595.78
CENTERPOINT ENERGY	400979	11/09/23	NATURAL GAS	1301-4349000		34.42	
							34.42
CENTERPOINT ENERGY	400980	11/09/23	NATURAL GAS	1120-4349000		171.20	
							171.20
CENTERPOINT ENERGY	400981	11/09/23	NATURAL GAS	1120-4349000		83.75	
							83.75
CENTERPOINT ENERGY	400982	11/09/23	NATURAL GAS	1208-4349000		622.60	
CENTERPOINT ENERGY	400982	11/09/23	NATURAL GAS	1208-4349000		965.35	
							1,587.95
CENTERPOINT ENERGY	400983	11/09/23	ELECTRICITY	1110-4348000		48.77	
							48.77
A T & T MOBILITY	400984	11/09/23	CELLULAR PHONE FEES	1160-4344100		81.76	
							81.76
ADP INC	400985	11/09/23	OTHER ACCOUNTING FEES	1701-4340303		6,829.04	
							6,829.04
ADP INC	400986	11/09/23	OTHER ACCOUNTING FEES	1701-4340303		223.04	

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
AT & T	400987	11/09/23	COMMUNICATION EQUIPMENT	102-4463100	948.99	223.04
JAMES BARLOW	400988	11/09/23	TRAINING SEMINARS	210-4357000	241.50	948.99
JADE BESS	400989	11/09/23	TRAINING SEMINARS	210-4357000	345.00	241.50
BRADEN BUSINESS SYS,INC	400990	11/09/23	COPIER LEASE	1203-R4353004 108222	267.59	345.00
BRADEN BUSINESS SYS,INC	400991	11/09/23	OTHER RENTAL & LEASES	1207-4353099	94.00	267.59
BUREAU OF MOTOR VEHICLES	400992	11/09/23	OTHER EXPENSES	601-5023990	45.00	94.00
CANON SOLUTIONS AMERCIA I	400993	11/09/23	DESK PRINTER	1180-R4353004 106774	37.83	45.00
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	GASOLINE	2200-4231400	480.88	37.83
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	GASOLINE	1115-4231400	842.11	
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	OTHER EXPENSES	651-5023990	4,680.19	
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	OTHER EXPENSES	601-5023990	11,609.54	
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23		2201-R4231300 R103544	9,380.22	
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	GASOLINE	1192-4231400	1,416.21	
CARMEL CLAY SCHOOLS-FUEL	400995	11/09/23	GASOLINE	1205-4231400	611.59	29,020.74
CARMEL ROAD RACING GROUP	400996	11/09/23	CLASSIFIED ADVERTISING	1110-4346000	250.00	250.00
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	1120-4348500	322.02	
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	1120-4348500	161.05	
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	2201-4348500	443.83	
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	2201-4348500	147.81	
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	2201-4348500	591.74	
CARMEL UTILITIES	400997	11/09/23	WATER & SEWER	2201-4348500	658.38	2,324.83
CHARTER COMMUNICATIONS	400999	11/09/23	CABLE SERVICE	1301-4349500	152.18	152.18
CHARTER COMMUNICATIONS HO	401000	11/09/23	CABLE SERVICE	1205-4349500	142.87	142.87
CHARTER COMMUNICATIONS HO	401001	11/09/23	OTHER CONT SERVICES	2201-4350900	100.88	100.88
CHARTER COMMUNICATIONS HO	401002	11/09/23	WEB PAGE FEES	1110-4355400	78.95	78.95
CHARTER COMMUNICATIONS HO	401003	11/09/23	WEB PAGE FEES	1110-4355400	168.99	168.99
CHARTER COMMUNICATIONS HO	401004	11/09/23	INTERNET LINE CHARGES	1115-4344200	134.87	134.87
CLAY TOWNSHIP	401005	11/09/23	TRASH COLLECTION	1120-4350101	133.74	
CLAY TOWNSHIP	401005	11/09/23	ELECTRICITY	1120-4348000	3,430.78	
CLAY TOWNSHIP	401005	11/09/23	WATER & SEWER	1120-4348500	147.06	
CLAY TOWNSHIP	401005	11/09/23	WATER & SEWER	1120-4348500	241.97	
CLAY TOWNSHIP	401005	11/09/23	NATURAL GAS	1120-4349000	111.27	
CLAY TOWNSHIP	401005	11/09/23	NATURAL GAS	1120-4349000	59.10	4,123.92
COMCAST BUSINESS	401006	11/09/23	NEW CABLE SERVICE	1115-4344200 108552	409.30	409.30
CONSTELLATION NEWENERGY G	401007	11/09/23	NATURAL GAS	2201-4349000	14.25	14.25
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	51.71	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	11.55	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	21.84	

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DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	17.32	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	95.95	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	89.03	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	12.84	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	230.88	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	54.83	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	98.20	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	57.26	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	47.87	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	23.86	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	92.49	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	338.48	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	17.32	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	48.13	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	52.13	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	45.65	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	11.43	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	107.09	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	51.97	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	48.96	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	2,550.84	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	19.42	
DUKE ENERGY	401009	11/09/23	OTHER EXPENSES	651-5023990	24.92	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	1110-4348000	3,883.87	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	1120-4348000	1,256.30	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	1120-4348000	139.10	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	349.38	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	157.53	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	28.71	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	17.71	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	62.78	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	87.32	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	104.48	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	62.22	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	40.72	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	75.69	
DUKE ENERGY	401009	11/09/23	ELECTRICITY	2201-4348000	53.71	
EAN SERVICES, LLC	401010	11/09/23	AUTOMOBILE LEASE	911-4352600	1,300.00	10,541.49
CRYSTAL EDMONDSON	401011	11/09/23	TUITION REIMBURSEMENT	2201-4128000	1,748.00	1,300.00
ENTERPRISE FLEET MGMT INC	401012	11/09/23	CARS/TRUCKS LEASE	2201-R4353099 108353	9,239.93	1,748.00
ENTERPRISE FM TRUST	401013	11/09/23	OTHER EXPENSES	601-5023990	12,430.18	9,239.93
ENTERPRISE FM TRUST	401013	11/09/23	OTHER EXPENSES	651-5023990	6,025.35	18,455.53
EXPEDIENT/CONTINENTAL BRO	401014	11/09/23	SUBSCRIPTION SOFTWARE	1115-4355600	928.43	928.43
REBECCA FELTZ	401015	11/09/23	OTHER FEES & LICENSES	1110-4358300	8.05	39.95
REBECCA FELTZ	401015	11/09/23	OFFICE SUPPLIES	1110-4230200	31.90	25.00
FIFTH THIRD BANK	401016	11/09/23	SPECIAL INVESTIGATION FEE	1110-4358200	25.00	111.93
DAWN FISHER	401017	11/09/23	OTHER MISCELLANEOUS	1110-4239099	111.93	111.93
COLLIN FOGLE	401018	11/09/23	TRAINING SEMINARS	210-4357000	1,045.97	1,045.97

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DWIGHT D FROST	401019	11/09/23	TRAINING SEMINARS	210-4357000	234.00	234.00
GFC LEASING OH	401020	11/09/23	SCANNER LEASE	1192-R4353004 108220	25.52	25.52
GFC LEASING OH	401021	11/09/23	SCANNER LEASE	1192-R4353004 108220	134.29	134.29
GFC LEASING OH	401022	11/09/23	SCANNER LEASE	1192-R4353004 108220	40.72	40.72
GFC LEASING OH	401023	11/09/23	SCANNER LEASE	1192-R4353004 108220	25.62	25.62
GORDON FLESCH CO., INC.	401024	11/09/23	COPIER	1110-4353004	825.57	825.57
GORDON FLESCH CO., INC.	401025	11/09/23	EQUIPMENT MAINT CONTRACTS	1120-4351501	36.73	36.73
DAVID HABOUSH	401026	11/09/23	INTERNAL TRAINING FEES	1120-4357001	287.21	287.21
BOB HIGGINS	401027	11/09/23	OTHER PROFESSIONAL FEES	1207-4341999	1,345.28	1,345.28
HUMANE SOCIETY FOR HAMILT	401028	11/09/23	HUMANE SOCIETY SERVICES	1110-4357500	9,772.81	9,772.81
I.C.O. TRAINING FUND	401029	11/09/23	OTHER EXPENSES	210-5023990	40.00	40.00
IN.GOV	401030	11/09/23	TESTING FEES	1201-4358800	15.00	15.00
INDIANA DRUG ENFORCEMENT	401031	11/09/23	TRAINING SEMINARS	210-4357000	1,125.00	1,125.00
INDIANA MONTESSORI ACADEM	401032	11/09/23	OTHER EXPENSES	101-5023990	100.00	100.00
INDIANA NEWSPAPERS, INC	401033	11/09/23	SUBSCRIPTIONS	1160-4355200	37.00	37.00
INDIANA STATE POLICE	401034	11/09/23	OTHER EXPENSES	210-5023990	514.00	514.00
INDIANAPOLIS BAR ASSOCIAT	401035	11/09/23	ORGANIZATION & MEMBER DUE	1203-4355300	130.00	130.00
INST OF POLICE TECHNOLOGY	401036	11/09/23	TRAINING SEMINARS	210-4357000	995.00	995.00
INTELLICORP RECORDS	401037	11/09/23	TESTING FEES	1201-4358800	76.00	76.00
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	79.68	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	60.48	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	196.04	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	104.67	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	48.57	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	116.31	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	73.32	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	77.56	
AES INDIANA	401038	11/09/23	ELECTRICITY	2201-4348000	83.60	
AES INDIANA	401038	11/09/23	ELECTRICITY	1120-4348000	1,138.30	
IU HEALTH WORKPLACE SERVI	401039	11/09/23	OTHER EXPENSES	301-5023990	1,051.75	1,978.53
IU HEALTH WORKPLACE SERVI	401039	11/09/23	OTHER EXPENSES	301-5023990	19,168.75	20,220.50
JORDAN JENNEWINE	401040	11/09/23	OTHER EXPENSES	851-5023990	29.81	29.81
SIGNATURE SELF STORAGE	401041	11/09/23	OTHER RENTAL & LEASES	1110-4353099	314.00	314.00
MELANIE BREWER	401042	11/09/23	CITY PROMOTION ADVERTISIN	1203-4346500	159.17	159.17

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LOOPNET	401043	11/09/23	LOOPNET MONTHLY SERVICES	1203-4359300	108390	550.00	
ALEXIA LOPEZ	401044	11/09/23	EXTERNAL TRAINING TRAVEL	1192-4343002		1,158.07	550.00
ALEXIA LOPEZ	401044	11/09/23	EXTERNAL TRAINING TRAVEL	1192-4343002		276.00	
LESLIE LUPTON	401045	11/09/23	OTHER EXPENSES	101-5023990		100.00	1,434.07
MAGNOLIA TOWNS LLC	401047	11/09/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003		3.00	100.00
HENRY MESTETSKY	401048	11/09/23	EXTERNAL TRAINING TRAVEL	1801-4343002		9,548.38	3.00
METRO FIBERNET LLC	401049	11/09/23	INTERNET LINE CHARGES	1115-4344200		122.20	9,548.38
MICHAEL MORLEY	401050	11/09/23	TRAVEL & LODGING	1110-4343003		1,284.00	122.20
EVERSTREAM GLC HOLDING CO	401051	11/09/23	INTERNET LINE CHARGES	1115-4344200		2,594.44	1,284.00
MISTER ICE OF INDIANAPOLI	401052	11/09/23	OTHER RENTAL & LEASES	1207-4353099		149.00	2,594.44
LISA MOTZ	401053	11/09/23	EXTERNAL TRAINING TRAVEL	1192-4343002		1,205.24	149.00
MOUNTAIN GLACIER LLC	401054	11/09/23	OTHER MISCELLANEOUS	506-4239099		32.05	1,205.24
MOUNTAIN GLACIER LLC	401055	11/09/23	OTHER CONT SERVICES	1801-4350900		70.49	32.05
MOUNTAIN GLACIER LLC	401056	11/09/23	OTHER CONT SERVICES	1701-4350900		17.11	70.49
MOUNTAIN GLACIER LLC	401057	11/09/23	OTHER MISCELLANEOUS	1205-4239099		2.44	17.11
MOUNTAIN GLACIER LLC	401058	11/09/23	COFFEE MACHINE SERV	1192-R4353099	108168	31.98	2.44
BRADY MYERS	401059	11/09/23	TRAINING SEMINARS	210-4357000		241.50	31.98
NATIONAL ASSOC OF FIRE IN	401060	11/09/23	ORGANIZATION & MEMBER DUE	1120-4355300		65.00	241.50
LEE O'CONNOR	401061	11/09/23	OTHER EXPENSES	101-5023990		100.00	65.00
OLD TOWN ON THE MONON	401062	11/09/23	GARAGE RENTAL	1203-4359003	108369	580.00	100.00
OLD TOWN ON THE MONON	401062	11/09/23	GARAGE RENTAL-EVENT SUPP	1203-4359003	108386	40.00	
OLD TOWN ON THE MONON	401063	11/09/23	RENT PAYMENTS	1801-4352500		155.00	620.00
OLD TOWN ON THE MONON	401064	11/09/23	RENT PAYMENTS	1801-4352500		155.00	155.00
PENSKE TRUCK LEASING CO L	401065	11/09/23	OTHER RENTAL & LEASES	2201-4353099		269.50	155.00
PETTY CASH	401066	11/09/23	POSTAGE	911-4342100		42.45	269.50
PETTY CASH	401067	11/09/23	OFFICE SUPPLIES	911-4230200		15.78	42.45
PETTY CASH	401068	11/09/23	TRAVEL & LODGING	1160-4343003		25.89	15.78
SCOTT PILKINGTON	401069	11/09/23	OTHER EXPENSES	301-5023990		400.00	25.89
PITNEY BOWES	401070	11/09/23	POSTAGE METER LEASES	1192-R4353003	108256	438.00	400.00
KELLI PRADER	401071	11/09/23	OTHER EXPENSES	601-5023990		34.48	438.00
KELLI PRADER	401071	11/09/23	OTHER EXPENSES	651-5023990		97.99	

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QUENCH	401072	11/09/23	OTHER MAINT SUPPLIES	2201-4238900	239.84	132.47
REPUBLIC WASTE SERVICES O	401073	11/09/23	TRASH COLLECTION	1120-4350101	123.32	239.84
REPUBLIC WASTE SERVICES O	401074	11/09/23	TRASH COLLECTION	1120-4350101	807.30	123.32
REPUBLIC WASTE SERVICES O	401075	11/09/23		1205-R4350101 R103597	284.11	807.30
REPUBLIC WASTE SERVICES O	401076	11/09/23	TRASH COLLECTION	2201-4350101	779.00	284.11
REPUBLIC WASTE SERVICES O	401077	11/09/23	OTHER EXPENSES	601-5023990	140.73	779.00
REPUBLIC WASTE SERVICES O	401078	11/09/23	OTHER EXPENSES	601-5023990	140.73	140.73
REPUBLIC WASTE SERVICES O	401079	11/09/23	OTHER EXPENSES	601-5023990	469.12	140.73
REPUBLIC WASTE SERVICES O	401080	11/09/23	TRASH COLLECTION	1120-4350101	246.63	469.12
REPUBLIC WASTE SERVICES O	401081	11/09/23	OTHER EXPENSES	651-5023990	938.83	246.63
RICOH AMERICAS CORPORATIO	401082	11/09/23	COPIER	506-4353004	8.85	938.83
RITZ CHARLES CATERING	401083	11/09/23	OTHER EXPENSES	852-5023990	2,299.30	8.85
SHRED-IT USA LLC	401084	11/09/23	OTHER EXPENSES	601-5023990	46.57	2,299.30
SHRED-IT USA LLC	401084	11/09/23	OTHER EXPENSES	651-5023990	46.58	
SIMPLIFILE	401085	11/09/23	RECORDING FEES	2200-4340600	179.50	93.15
INDIANA DESTINATION DEV F	401087	11/09/23	INDIANA TRAVEL GUIDE	1203-R4359003 106137	11,690.00	179.50
STERICYCLE INC	401088	11/09/23	OTHER CONT SERVICES	1201-4350900	82.01	11,690.00
J. KENT MINNETTE	401089	11/09/23	OTHER CONT SERVICES	911-4350900	383.34	82.01
THOMSON REUTERS-WEST	401090	11/09/23	SUBSCRIPTIONS	1192-4355200	744.00	383.34
THOMSON REUTERS-WEST	401090	11/09/23	SUBSCRIPTIONS	1192-4355200	740.63	
THOMSON REUTERS-WEST	401090	11/09/23	LIBRARY REF MATERIALS	1192-4469000	111.37	
THOMSON REUTERS-WEST	401091	11/09/23	SOFTWARE MAINT CONTRACTS	911-4351502	458.09	1,596.00
TOSHIBA FINANCIAL SERVICE	401092	11/09/23	OTHER RENTAL & LEASES	1801-4353099	192.66	458.09
TOSHIBA FINANCIAL SERVICE	401093	11/09/23	COPIER LEASE	2201-R4353099 105279	151.60	192.66
TRAVELERS	401094	11/09/23	GENERAL INSURANCE	1205-4347500	5,354.40	151.60
TREASURER OF STATE	401095	11/09/23	TRAINING SEMINARS	210-4357000	40.00	5,354.40
TRICO REGIONAL SEWER UTIL	401096	11/09/23	OTHER EXPENSES	601-5023990	117.82	40.00
TRICO REGIONAL SEWER UTIL	401096	11/09/23	OTHER EXPENSES	601-5023990	117.82	
TRICO REGIONAL SEWER UTIL	401096	11/09/23	WATER & SEWER	2201-4348500	401.46	
UPS	401097	11/09/23	OTHER EXPENSES	601-5023990	12.59	637.10
UPS	401098	11/09/23	OTHER EXPENSES	601-5023990	112.28	12.59
						112.28

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FABULOUSLY FUN COMPANY	401128	11/14/23	CARMEL JAZZ FEST	1203-4359003	110241	1,620.00	
FABULOUSLY FUN COMPANY	401128	11/14/23	CARMEL JAZZ FEST	1203-4359003	110241	1,620.00	
							3,240.00
ADVANCED TURF SOLUTIONS I	401129	11/14/23	OTHER MAINT SUPPLIES	1192-4238900		48.48	
ADVANCED TURF SOLUTIONS I	401129	11/14/23	GARAGE & MOTOR SUPPLIES	1192-4232100		102.52	
							151.00
AMAZON CAPITAL SERVICES	401130	11/14/23	INV 10-1 TO 10-31	854-4359024	110224	1,286.28	
AMAZON CAPITAL SERVICES	401130	11/14/23	FURNITURE & FIXTURES	1203-4463000		129.98	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	1203-4230200		357.75	
AMAZON CAPITAL SERVICES	401130	11/14/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003		58.52	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	1205-4230200	110205	280.98	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	1192-4230200		630.79	
AMAZON CAPITAL SERVICES	401130	11/14/23	BUILDING REPAIRS & MAINT	1115-4350100		648.77	
AMAZON CAPITAL SERVICES	401130	11/14/23	OTHER MISCELLANEOUS	1115-4239099		44.82	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	1115-4230200		198.94	
AMAZON CAPITAL SERVICES	401130	11/14/23	OTHER EXPENSES	651-5023990		852.33	
AMAZON CAPITAL SERVICES	401130	11/14/23	OTHER EXPENSES	601-5023990		3,277.45	
AMAZON CAPITAL SERVICES	401130	11/14/23	OTHER MAINT SUPPLIES	2201-4238900		-39.96	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	2201-4230200		103.88	
AMAZON CAPITAL SERVICES	401130	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		1,311.05	
AMAZON CAPITAL SERVICES	401130	11/14/23	OTHER MAINT SUPPLIES	2201-4238900		492.06	
AMAZON CAPITAL SERVICES	401130	11/14/23	REPAIR PARTS	2201-4237000		776.98	
AMAZON CAPITAL SERVICES	401130	11/14/23	OFFICE SUPPLIES	1160-4230200		28.99	
							10,439.61
AMERICANS FOR THE ARTS	401131	11/14/23	PROSPERITY STUDY	1203-R4359300	105639	3,000.00	
							3,000.00
ANGEL OAK TREE CARE	401132	11/14/23	MAITN SERVICES	1192-4350400	110013	5,910.00	
							5,910.00
ARGOS CONNECTED SOLUTIONS	401133	11/14/23	OTHER CONT SERVICES	2201-4350900		2,088.50	
							2,088.50
AUTOZONE INC	401134	11/14/23	OTHER EXPENSES	601-5023990		157.40	
AUTOZONE INC	401134	11/14/23	OTHER EXPENSES	601-5023990		32.67	
AUTOZONE INC	401134	11/14/23	OTHER EXPENSES	601-5023990		194.01	
							384.08
SUSAN BELL	401135	11/14/23	CLEANING SERVICES	911-4350600		100.00	
							100.00
BETH MAIER PHOTOGRAPHY	401136	11/14/23	PHOTOGRAPHY SERVICES	1203-4359003	110054	50.00	
							50.00
BOONE CO RESOURCE RECOVER	401137	11/14/23	BUILDING REPAIRS & MAINT	2201-4350100		2,710.00	
							2,710.00
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		200.00	
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		169.99	
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		184.49	
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		200.00	
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		107.99	
BOOT BARN HOLDINGS	401138	11/14/23	OTHER EXPENSES	601-5023990		182.05	
							1,044.52
BREHOB CORPORATION	401139	11/14/23	OTHER EXPENSES	651-5023990		468.00	
							468.00
BREHOB NURSERY, INC	401140	11/14/23	LANDSCAPING SUPPLIES	2201-4239034		315.00	
BREHOB NURSERY, INC	401140	11/14/23	LANDSCAPING SUPPLIES	2201-4239034		2,369.25	
							2,684.25
BOBCAT OF ANDERSON	401141	11/14/23	REPAIR PARTS	2201-4237000		2,813.44	
BOBCAT OF ANDERSON	401141	11/14/23	REPAIR PARTS	2201-4237000		94.93	
							2,908.37
BROADY-CAMPBELL, INC	401142	11/14/23	OTHER CONT SERVICES	2201-4350900		20,530.00	
							20,530.00
BROTHERS CONCRETE CONSTRU	401143	11/14/23	MISC	1205-4462000	110121	5,190.00	

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						5,190.00
CARGILL INC-SALT DIVISION	401144	11/14/23	OTHER EXPENSES	601-5023990	2,709.25	
CARGILL INC-SALT DIVISION	401144	11/14/23	OTHER EXPENSES	601-5023990	2,737.46	
CARGILL INC-SALT DIVISION	401144	11/14/23	OTHER EXPENSES	601-5023990	2,772.18	
CARGILL INC-SALT DIVISION	401144	11/14/23	OTHER EXPENSES	601-5023990	2,676.70	
CARMEL CLAY HISTORICAL SO	401145	11/14/23	ARCHIVING SERVICES	1203-4341999 108494	2,330.00	10,895.59
CARMEL FIRE BUFFS	401146	11/14/23	SPECIAL ORGAN DONATIONS	1401-4358100	5,000.00	2,330.00
CARMEL WELDING & SUPP INC	401147	11/14/23	REPAIR PARTS	2201-4237000	514.72	5,000.00
HOTEL CARMICHAEL	401148	11/14/23	FEST OF ICE CARVERS	1203-R4359003 106071	3,595.84	514.72
HOTEL CARMICHAEL	401148	11/14/23	LATVIAN DELEGATION VISIT	1203-4359300 110240	10,749.89	
CENTER FOR THE PERFORMING	401149	11/14/23	OTHER CONT SERVICES	1208-4350900	115,398.44	14,345.73
CINTAS CORPORATION #18	401150	11/14/23	OTHER EXPENSES	651-5023990	32.95	115,398.44
CINTAS CORPORATION #18	401150	11/14/23	UNIFORMS	1207-4356001	38.02	
CINTAS CORPORATION #18	401150	11/14/23	BUILDING MATERIAL	1207-4235000	128.91	
CINTAS FIRST AID & SAFETY	401151	11/14/23	OTHER CONT SERVICES	1701-4350900	176.62	199.88
CINTAS UNIFORMS	401152	11/14/23	OTHER EXPENSES	651-5023990	353.52	176.62
CINTAS UNIFORMS	401152	11/14/23	OTHER CONT SERVICES	2201-4350900	95.76	
CORE & MAIN	401153	11/14/23	OTHER EXPENSES	601-5023990	329.42	449.28
COSTAR REALTY INFORMATION	401154	11/14/23	COSTAR SUITE MONTHLY SERV	1203-4359300 108395	940.45	329.42
CROSSROAD ENGINEERS, PC	401155	11/14/23	CONSULTING	1115-4340400 110107	9,548.94	940.45
CURRENT PUBLISHING	401156	11/14/23	DISPLAY ADS	1203-4345002 110198	9,354.00	9,548.94
CURRENT PUBLISHING	401156	11/14/23	DISPLAY ADS	1203-4359300 110198	3,324.00	
DELL MARKETING LP	401157	11/14/23	ESET RENEWAL	1115-4351502 109831	313.00	12,678.00
DEPARTMENT OF HOMELAND SE	401158	11/14/23	OTHER EXPENSES	651-5023990	75.00	313.00
DROPBOX INC	401159	11/14/23	ANNUAL SUBSCRIPTION	1203-4355200 110225	1,638.00	75.00
ECO-COUNTER CANADA/NORTH	401160	11/14/23	EQUIPMENT MAINT CONTRACTS	1192-4351501	3,774.96	1,638.00
ECO-COUNTER CANADA/NORTH	401160	11/14/23	BIKE & PEDESTRIAN COUNTER	1192-R4351501 108323	85.00	
ENGLEDOW, INC	401161	11/14/23	FLOWER MAINTENANCE	2201-4350900 108497	4,483.14	3,859.96
ESC PARTNERS	401162	11/14/23	OTHER EXPENSES	601-5023990	29,877.14	4,483.14
ESC PARTNERS	401162	11/14/23	OTHER EXPENSES	651-5023990	29,877.15	
FASTENAL COMPANY	401163	11/14/23	OTHER MAINT SUPPLIES	2201-4238900	143.10	59,754.29
FISHER SCIENTIFIC	401164	11/14/23	OTHER EXPENSES	651-5023990	104.85	143.10
FISHER SCIENTIFIC	401164	11/14/23	OTHER EXPENSES	651-5023990	541.51	
FREDERICKS, INC	401165	11/14/23	BUILDING REPAIRS & MAINT	1205-4350100	201.47	646.36
GENUINE PARTS COMPANY-IND	401166	11/14/23	OTHER EXPENSES	601-5023990	149.74	201.47
						149.74

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GENUINE PARTS COMPANY-IND	401167	11/14/23	OTHER EXPENSES	651-5023990		1,433.10	
GIRARD INDUSTRIES	401168	11/14/23	OTHER EXPENSES	651-5023990		1,866.97	1,433.10
GLOBAL INDUSTRIAL	401169	11/14/23	OTHER EXPENSES	601-5023990		2,318.90	1,866.97
GRAINGER	401170	11/14/23	OTHER EXPENSES	651-5023990		165.79	
GRAINGER	401170	11/14/23	OTHER EXPENSES	651-5023990		344.87	
GRANICUS	401171	11/14/23	SWAGIT CAPTIONING & STAMP	1203-4341999	110017	3,595.00	510.66
GRAPHICON INC	401172	11/14/23	BIKE CARMEL PROMO ITEMS	854-4359038	109965	889.47	3,595.00
HALL SIGNS, INC.	401173	11/14/23		1192-R4350900	R100989	530.65	889.47
HOBBY LOBBY STORES	401174	11/14/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003		29.90	530.65
HOBBY LOBBY STORES	401175	11/14/23	PROMOTIONAL FUNDS	1160-4355100		199.59	29.90
HOOSIER PORTABLE RESTROOM	401176	11/14/23	EVENT RESTROOMS	1203-4359003	110239	5,100.00	199.59
I U P P S	401177	11/14/23	OTHER PROFESSIONAL FEES	1115-4341999		1,029.80	5,100.00
I U P P S	401177	11/14/23	OTHER CONT SERVICES	2201-4350900		756.20	
INDIANA ARTISAN INC	401178	11/14/23	CITY PROMOTION ADVERTISIN	1203-4346500		200.00	1,786.00
INDIANA ARTISAN INC	401178	11/14/23	ADS INDIANA ARTISAN BOOK	1203-R4359300	108280	4,400.00	
INDIANA CHAMBER OF COMMER	401179	11/14/23	OTHER EXPENSES	651-5023990		398.00	4,600.00
INDIANA RECLAMATION & EXC	401180	11/14/23	OTHER EXPENSES	651-5023990		3,734.49	398.00
INDIANA RECLAMATION & EXC	401180	11/14/23	OTHER EXPENSES	651-5023990		3,067.76	
MIDWEST FLOOR RESTORE	401181	11/14/23	MISC	1205-4350100	110123	510.00	6,802.25
MIDWEST FLOOR RESTORE	401181	11/14/23	BUILDING REPAIRS & MAINT	1205-4350100	110199	4,130.00	
INSIGHT PUBLIC SECTOR, IN	401182	11/14/23	VIDEO DECODER	1115-4463100	110169	1,470.64	4,640.00
INSIGHT PUBLIC SECTOR, IN	401182	11/14/23	MANAGE ENGINE	1115-4355600	110235	31,467.67	
INSIGHT PUBLIC SECTOR, IN	401182	11/14/23	DOCKING STATIONS	1201-4463201	110184	320.40	
INSIGHT PUBLIC SECTOR, IN	401182	11/14/23	ARUBA LICENSE	1115-4351502	110154	4,706.00	
INVOICE CLOUD INC	401183	11/14/23	OTHER EXPENSES	601-5023990		1,451.40	37,964.71
INVOICE CLOUD INC	401183	11/14/23	OTHER EXPENSES	651-5023990		1,451.40	
KIRBY RISK CORPORATION	401184	11/14/23	OTHER EXPENSES	601-5023990		148.30	2,902.80
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		4,046.49	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		4.34	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		727.85	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		2,009.34	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		5.59	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		339.30	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		150.11	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		24.96	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		150.11	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		336.90	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		336.90	
KIRBY RISK CORPORATION	401184	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100		136.56	
AMY LEGG	401185	11/14/23	OTHER EXPENSES	651-5023990		810.00	8,416.75

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AMY LEGG	401185	11/14/23	OTHER EXPENSES	601-5023990	810.00	
LIONHEART CRITICAL POWER	401186	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100	1,148.04	1,620.00
LOWE'S COMPANIES INC	401187	11/14/23	OTHER MAINT SUPPLIES	2201-4238900	61.85	1,148.04
MACALLISTER MACHINERY CO	401188	11/14/23	OTHER RENTAL & LEASES	2201-4353099	4,114.00	61.85
MACALLISTER MACHINERY CO	401188	11/14/23	OTHER RENTAL & LEASES	2201-4353099	135.00	
MACALLISTER MACHINERY CO	401188	11/14/23	OTHER RENTAL & LEASES	2201-4353099	143.51	4,392.51
MAINSCAPE LANDSCAPING	401189	11/14/23	GROUNDS MAINTENANCE	2201-4350400	1,300.00	
MAINSCAPE LANDSCAPING	401189	11/14/23	MOWING/LANDSCAPING	2201-4350400	108471	124,501.49
MAINSCAPE LANDSCAPING	401189	11/14/23	MOWING/LANDSCAPE	1206-R4350900	104923	1,143.00
MARTIN MARIETTA AGGREGATE	401190	11/14/23	ITEMS FOR ICE RINK	922-4350900	110226	1,036.55
MEG & ASSOCIATES LLC	401191	11/14/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003		500.00
MEG & ASSOCIATES LLC	401191	11/14/23	ADDITIONAL SERVICES	1203-R4340401	108143	4,000.00
MENARDS - FISHERS	401192	11/14/23	70665	651-5023990		121.05
MENARDS, INC	401193	11/14/23	74885	601-5023990		68.64
MENARDS, INC	401193	11/14/23	75139	601-5023990		49.93
MENARDS, INC	401194	11/14/23	74883	1206-4350100		71.97
MENARDS, INC	401194	11/14/23	75175	1206-4350100		115.12
MENARDS, INC	401194	11/14/23	75114	1206-4350100		398.90
MENARDS, INC	401194	11/14/23	75102	1206-4350100		1,532.57
MENARDS, INC	401194	11/14/23	74971	1206-4350100		3.08
MENARDS, INC	401194	11/14/23	75077	2201-4238900		21.18
MENARDS, INC	401194	11/14/23	75183	2201-4238900		41.97
MENARDS, INC	401194	11/14/23	75113	2201-4238900		71.88
MENARDS, INC	401195	11/14/23	75062	1115-4237000		15.94
MENARDS, INC	401195	11/14/23	75047	1115-4237000		97.99
MENARDS, INC	401195	11/14/23	74999	1115-4230200		30.55
MENARDS, INC	401196	11/14/23	75005	1207-4350000		54.93
MENARDS, INC	401197	11/14/23	75046	601-5023990		3.48
MENARDS, INC	401197	11/14/23	75065	601-5023990		27.98
MID STATE TRUCK EQUIP COR	401198	11/14/23	REPAIR PARTS	2201-4237000		269.00
MIDWEST LANDSCAPE INDUSTR	401199	11/14/23	FLOWERS	2201-4350400	108534	5,437.91
MILESTONE CONTRACTORS, L	401200	11/14/23	BITUMINOUS MATERIALS	2201-4236300		41.18
MILLER-EADS CO, INC.	401201	11/14/23	MISC	1205-4350100	110147	5,373.50
MOBYCON INC	401202	11/14/23	TRAINING-BIKE MASTERCLASS	1192-4343001	109989	1,550.00
NAPA AUTO PARTS INC	401203	11/14/23	GARAGE & MOTOR SUPPIES	1192-4232100		17.98
NAPA AUTO PARTS INC	401203	11/14/23	GARAGE & MOTOR SUPPIES	1192-4232100		4.20
NAPA AUTO PARTS INC	401204	11/14/23	AUTO REPAIR & MAINTENANCE	1115-4351000		113.76
NAPA AUTO PARTS INC	401205	11/14/23	REPAIR PARTS	2201-4237000		1,594.60

SUNGARD PENTAMATION, INC.
 DATE: 11/14/2023
 TIME: 11:07:19

CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
NELSON ALARM COMPANY	401206	11/14/23	OTHER EXPENSES	601-5023990	89.00	1,594.60
ODP BUSINESS SOLUTIONS LL	401207	11/14/23	OTHER EXPENSES	601-5023990	47.76	89.00
OFFICE DEPOT INC	401208	11/14/23	OTHER MISCELLANEOUS	1115-4239099	90.82	47.76
OFFICE DEPOT INC	401208	11/14/23	OFFICE SUPPLIES	1115-4230200	134.97	
OFFICE DEPOT INC	401208	11/14/23	OTHER MISCELLANEOUS	1115-4239099	32.39	258.18
ON SITE SUPPLY	401209	11/14/23	OTHER EXPENSES	601-5023990	163.50	163.50
PARS RESTAURANT GROUP LLC	401210	11/14/23	CATERING FOR ARTOMOBILIA	854-4239099 110243	1,000.00	
PARS RESTAURANT GROUP LLC	401210	11/14/23	CATERING FOR ARTOMOBILIA	1203-4359003 110242	1,184.00	2,184.00
PHOENIX INNOVATE	401211	11/14/23	NEWSLETTER PRINTING	1203-R4345003 108207	10,832.00	
PHOENIX INNOVATE	401211	11/14/23	NEWSLETTER PRINTING	1203-R4345003 106949	3,568.00	14,400.00
PIEDMONT PLASTICS INC	401212	11/14/23	BUILDING REPAIRS & MAINT	1206-4350100	110.22	110.22
PIP	401213	11/14/23	BUSINESS CARDS	1203-R4230100 108338	29.65	
PIP	401213	11/14/23	PRINTING & SERVICES	1203-4359003 109772	50.27	
PIP	401213	11/14/23	OTHER MISCELLANEOUS	854-4239099	37.02	116.94
PLYMATE	401214	11/14/23	OTHER EXPENSES	601-5023990	219.59	
PLYMATE	401214	11/14/23	OTHER EXPENSES	601-5023990	333.26	
PLYMATE	401214	11/14/23	CLEANING SERVICES	1205-4350600	245.99	
PLYMATE	401214	11/14/23	CLEANING SERVICES	1205-4350600	33.48	832.32
POMP'S TIRE	401215	11/14/23	OTHER EXPENSES	601-5023990	448.68	
POMP'S TIRE	401215	11/14/23	OTHER EXPENSES	601-5023990	527.24	
POMP'S TIRE	401215	11/14/23	OTHER EXPENSES	601-5023990	27.00	1,002.92
POMP'S TIRE - LEBANON	401216	11/14/23	TIRES & TUBES	2201-4232000	-968.24	
POMP'S TIRE - LEBANON	401216	11/14/23	TIRES & TUBES	2201-4232000	693.00	
POMP'S TIRE - LEBANON	401216	11/14/23	TIRES & TUBES	2201-4232000	455.44	180.20
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	651-5023990	614.45	
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	601-5023990	614.45	
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	651-5023990	249.39	
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	601-5023990	249.39	
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	651-5023990	861.00	
PRESTIGE PERFORMANCE II I	401217	11/14/23	OTHER EXPENSES	601-5023990	861.00	3,449.68
PROMOTIONS PLUS INC	401218	11/14/23	UNIFORMS	1205-4356001 110260	722.00	722.00
PURE WATER PARTNERS	401219	11/14/23	OTHER EXPENSES	651-5023990	570.00	570.00
R E I REAL ESTATE SERVICE	401220	11/14/23	OTHER CONT SERVICES	1208-4350900	111.24	111.24
REDLEE/SCS INC	401221	11/14/23	SOPHIA SQ RESTROOMS	1206-4350900 108545	1,500.00	1,500.00
RITZ SAFETY	401222	11/14/23	SAFETY ACCESSORIES	2201-4356003	166.06	166.06
SCHWAB MFG & ENVIRONMENTA	401223	11/14/23	OTHER EXPENSES	651-5023990	408.16	408.16
SCOTT POOLS, INC	401224	11/14/23	LANDSCAPING SUPPLIES	2201-4239034	115.96	115.96
SERVICE PIPE & SUPPLY INC	401225	11/14/23	OTHER EXPENSES	601-5023990	2,955.34	

SUNGARD PENTAMATION, INC.
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CITY OF CARMEL
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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
SEXSON MECHANICAL CORP	401226	11/14/23	EQUIP REPAIRS & MAINT	1205-4350000	108432	950.00	2,955.34
SHERWIN WILLIAMS INC	401227	11/14/23	PAINT	2201-4236400		272.53	950.00
SIMON AND COMPANY INC	401228	11/14/23	CONSULTING SERVICES	1160-4340400	108451	838.72	272.53
SIMON AND COMPANY INC	401228	11/14/23	OTHER EXPENSES	651-5023990		1,048.64	
SIMON AND COMPANY INC	401228	11/14/23	OTHER EXPENSES	601-5023990		1,048.64	
SMOCK FANSLER CORP	401229	11/14/23	REPAIRS TO 106TH & DITCH	2201-R4350900	105913	24,616.00	2,936.00
SMOCK FANSLER CORP	401229	11/14/23	JAZZ SCULPTURE PROJECT	2201-4350900	110129	10,335.00	
SPRINGFIELD ELECTRIC SUPP	401230	11/14/23	OTHER EXPENSES	651-5023990		281.22	34,951.00
SUNBELT RENTALS	401231	11/14/23	OTHER RENTAL & LEASES	2201-4353099		57.50	281.22
SUNBELT RENTALS	401231	11/14/23	OTHER MAINT SUPPLIES	1206-4238900		290.95	
SUNBELT RENTALS, INC.	401232	11/14/23	OTHER EXPENSES	601-5023990		84.90	348.45
SWANK MOTION PICTURES INC	401233	11/14/23	MOVIE LICENSING-MIDTOWN	854-4359024	110151	340.00	340.00
CODAWORX	401234	11/14/23	ORGANIZATION & MEMBER DUE	1160-4355300		750.00	750.00
TRUGREEN	401235	11/14/23	GROUNDS MAINTENANCE	2201-4350400		225.00	225.00
WICR	401236	11/14/23	FESTIVAL/COMMUNITY EVENTS	1203-4359003		500.00	500.00
UTILITY SUPPLY CO INC.	401237	11/14/23	OTHER EXPENSES	601-5023990		203.25	203.25
VEGA AMERICAS INC	401238	11/14/23	OTHER EXPENSES	651-5023990		1,720.40	1,720.40
RS AMERICAS INC	401239	11/14/23	OTHER EXPENSES	601-5023990		116.58	116.58
WESSLER ENGINEERING, INC	401240	11/14/23	OTHER EXPENSES	609-5023990		31,454.39	31,454.39
WHITE'S ACE HARDWARE	401241	11/14/23	29701798	1192-4350000		59.85	59.85
WHITE'S ACE HARDWARE	401242	11/14/23	OTHER MAINT SUPPLIES	2201-4238900		1,844.49	1,844.49
WHITE'S ACE HARDWARE	401243	11/14/23	29698790	1115-4237000		1.99	
WHITE'S ACE HARDWARE	401243	11/14/23	29701485	1115-4237000		1.69	
WILKINSON BROTHERS	401244	11/14/23	ADDITIONAL SERVICES	1203-4359003	110167	11,125.00	3.68
YOUNG & SONS ASPHALT PAVI	401245	11/14/23	OTHER EXPENSES	601-5023990		1,300.00	11,125.00
YOUNG & SONS ASPHALT PAVI	401245	11/14/23	OTHER EXPENSES	601-5023990		1,200.00	
MADDOX INDUSTRIAL GROUP I	401046	11/09/23	OTHER EXPENSES	654-5023990		54,000.00	2,500.00
WESSLER ENGINEERING, INC	400767	10/31/23	OTHER EXPENSES	612-5023990		420.00	54,000.00
WESSLER ENGINEERING, INC	400767	10/31/23	OTHER EXPENSES	612-5023990		210.00	
WESSLER ENGINEERING, INC	400767	10/31/23	OTHER EXPENSES	612-5023990		420.00	
WESSLER ENGINEERING, INC	400767	10/31/23	OTHER EXPENSES	612-5023990		1,990.90	
WESSLER ENGINEERING, INC	400767	10/31/23	OTHER EXPENSES	612-5023990		525.00	
A T & T MOBILITY	400729	10/31/23	TELEPHONE LINE CHARGES	911-4344000		73.00	3,565.90
SOLLENBERGER RENTAL MANAG	400761	10/31/23	RENT PAYMENTS	911-4352500		5,871.00	73.00

SUNGARD PENTAMATION, INC.
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CITY OF CARMEL
 ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
						5,871.00
SOLLENBERGER RENTAL MANAG	401086	11/09/23	NATURAL GAS	911-4349000	19.93	
SOLLENBERGER RENTAL MANAG	401086	11/09/23	ELECTRICITY	911-4348000	1,030.35	
SOLLENBERGER RENTAL MANAG	401086	11/09/23	WATER & SEWER	911-4348500	35.89	
VERIZON	401113	11/09/23	TELEPHONE LINE CHARGES	911-4344000	120.04	1,086.17
CEIA EQUIPMENT	400998	11/09/23	OTHER EXPENSES	204-5023990	147,982.00	120.04
CARMEL CLAY PARKS & RECRE	400994	11/09/23	OTHER PROFESSIONAL FEES	902-4341999	1,125.00	147,982.00
						1,125.00
				TOTAL HAND WRITTEN CHECKS		.00
				TOTAL COMPUTER-WRITTEN CHECKS	2,393,640.51	
	TOTAL WRITTEN CHECKS		2,393,640.51			

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 32 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL AMOUNT OF 2,393,640.51 DATED THIS _____ DAY OF _____, _____ PASSED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA BY A VOTE OF _____ AYES AND _____ NAYS.

 COUNCIL PRESIDENT

SUNGARD PENTAMATION, INC.
DATE: 11/14/2023
TIME: 11:07:19

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

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VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
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ATTEST:

CITY CLERK

Total Gross PENSION PAYROLL for checks dated 11/01/2023

\$107,695.97

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 **\$107,695.97** is compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, 2023

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

Council President

Monthly Report of Electronic Transfers

For the Month/Year of: **October 31, 2023**

<u>Date</u>	<u>Recipient</u>	<u>Amount</u>	<u>Fund</u>	<u>Account</u>	<u>Description</u>
10/02/23	Anthem Insurance Companies	\$ 160,315.63	301	5023990	Health Insurance
10/02/23	Sedwick Claims Mgmt Services Inc.	\$ 18,031.33	302	5023990	Workman's Comp
10/03/23	TianPai Zhao	\$ 6,075.00	101	4352500	Court Rent
10/04/23	BenefitMall	\$ 199,636.04	301	5023990	Health Insurance
10/06/23	Bank of NY Mellon	\$ 125,419.00	651	5023990	Bond Payment
10/10/23	VSP Insurance	\$ 11,428.25	301	5023990	Vision Insurance
10/10/23	Anthem Insurance Companies	\$ 343,319.71	301	5023990	Health Insurance
10/11/23	Hamilton County Treasurer	\$ 8,213.40	101	5023990	Court Costs Payment
10/11/23	WorkForce Development	\$ 780.00	1192	4110000	Unemployment
10/16/23	Anthem Insurance Companies	\$ 369,797.46	301	5023990	Health Insurance
10/17/23	Allied Receivables Funding Inc	\$ 379,120.87	601	5023990	Utility Payment
10/20/23	Blockhouse Studios	\$ 3,250.00	902	4460884	Blockhouse Project
10/23/23	Anthem Insurance Companies	\$ 443,839.42	301	5023990	Health Insurance
10/23/23	Sedwick Claims Mgmt Services Inc.	\$ 3,389.00	302	5023990	Workman's Comp
10/23/23	Regions Bank	\$ 278,100.00	606	5023990	Bond Payment
10/23/23	Huntington National	\$ 939,659.38	606	502990	Bond Payment
10/24/23	Webster Bank	\$ 35,217.00	653	5023990	Bond Payment
10/24/23	Regions Bank	\$ 52,806.24	653	5023990	Bond Payment
10/24/23	Regions Bank	\$ 185,325.00	653	5023990	Bond Payment
10/25/23	Studiokca LLC	\$ 43,000.00	902	4460884	Sculpture Artwork
10/25/23	Horizon Investments	\$ 45,950.25	606	5023990	Bond Payment
10/30/23	Anthem Insurance Companies	\$ 294,313.58	301	5023990	Health Insurance
10/30/23	Fifth Third Bank	\$ 430,315.69	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 5,697.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 8,946.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 9,541.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 10,170.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 10,834.50	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 11,536.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 12,309.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 13,107.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 13,982.50	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 14,904.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 15,651.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 6,924.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 7,387.49	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 7,878.00	606	5023990	Bond Payment
10/30/23	United Fidelity Bank	\$ 2,700.00	606	5023990	Bond Payment
		\$ 4,528,869.74			

I hereby certify that each of the above listed wire transfers are true and correct and I have audited same in accordance with IC 5-11-10-1.6.



 Controller

We have examined the wires listed above on the foregoing accounts payable register, consisting of one page(s), and except for wires not allowed as shown in this register, such wires in the total amount of \$ 4,528,869.74 are in compliance with Section 2-12 of the Carmel City Code.

Dated this _____ day of _____, _____
 Acknowledged by the Common Council of the City of Carmel, Indiana.

 Council President



STRATEGIC HIGHLIGHTS

- Construction progressing on the following projects:
 - Mélange
 - The Signature
 - First on Main
 - Magnolia
 - The Muse (The Corner)
 - The Wren
 - The Windsor
 - Republic Airways (Hamilton Crossing)
 - Proscenium II
 - North End
 - The LOR/1933 Lounge Project
- Contract approved for “Taking Flight” roundabout art in front of library
- ATT Project Bonds closed

FINANCIAL SNAPSHOT

September Beginning Balance	\$ 7,713,324
September Revenues	\$ 125,330
September Transfers	\$ 90,059
September Expenditures	\$ 462,682
September ending Balance Without Reserve Funds	\$ 7,466,031
Supplemental Reserve Fund	\$ 3,900,498
City Center Bond Reserve	\$ 363,299
Midtown Bond Reserve	\$ 708,338
Midtown West Bond Reserve	\$ 482,810
September Balance With Reserve Funds	\$ 12,920,975

FINANCIAL STATEMENT

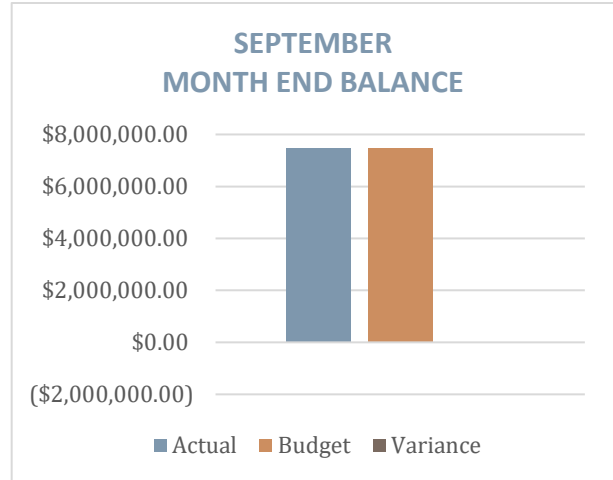
Financial Statement

AUGUST MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 7,466,031
Ending Balance with Restricted Funds	\$ 12,920,975

SUMMARY OF CASH

For the Month Ending September 2023



DESCRIPTION	ACTUAL	MONTHLY PROJECTION	VARIANCE
Cash Balance 9/1/23			
1101 Cash	\$ 5,562,583.61	\$ 5,562,583.61	-
1110 TIF	\$ 2,150,740.53	\$ 2,150,740.53	-
Total Cash	\$ 7,713,324.14	\$ 7,713,324.14	-
Receipts			
1101 Cash	\$ 125,329.68	\$ 152,994.89	\$ (27,665.21)
1110 TIF	\$ -	\$ -	\$ -
Developer Payments	\$ -	\$ -	\$ -
Transfers to Reserves (TIF)	\$ -	\$ -	\$ -
Transfers to Reserves (non-TIF)	\$ 90,058.50	\$ 98,697.50	\$ (8,639.00)
Transfer to SRF	\$ -	\$ -	\$ -
Total Receipts	\$ 215,388.18	\$ 251,692.39	\$ (36,304.21)
Disbursements			
1101 Cash	\$ 122,944.18	\$ 41,001.71	\$ 18,057.53
1110 TIF	\$ 339,737.50	\$ 339,481.00	\$ (256.50)
Total Disbursements	\$ 62,681.68	\$ 480,482.71	\$ 17,801.03
1101 Cash	\$ 5,655,027.61	\$ 5,673,274.29	\$ (18,246.68)
1110 TIF	\$ 1,811,003.03	\$ 1,811,259.53	\$ (256.50)
Cash Balance 9/30/23	\$ 7,466,030.64	\$ 7,484,533.82	\$ (18,503.18)
Total Usable Funds	\$ 7,466,030.64	\$ 7,484,533.82	\$ (18,503.18)

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end September 2023

RESTRICTED FUNDS

Supplemental Reserve Fund	\$3,900,498
City Center Bond Reserve	\$363,299
Midtown Bond Reserve	\$708,338
Midtown West Bond Reserve	\$482,810
Sub-total:	<u>\$5,454,945</u>

UNRESTRICTED FUNDS

TIF	\$1,811,003
Non TIF	\$5,655,028
Sub-total:	<u>\$7,466,031</u>
Total Funds	<u>\$12,920,975</u>

OUTSTANDING RECEIVABLES

N/A	\$ -
TOTAL OUTSTANDING RECEIVABLES	<u>\$ -</u>

STATEMENT OF CHANGES IN EQUITY

MONTH END: SEPTEMBER 2023

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$ 0.00	
Total Receipts (Non-TIF)	\$ 215,388.18	
Expenditures (TIF)		\$ 339,737.50
Expenditures (Non-TIF)		\$ 122,944.18

FINANCIAL UPDATE

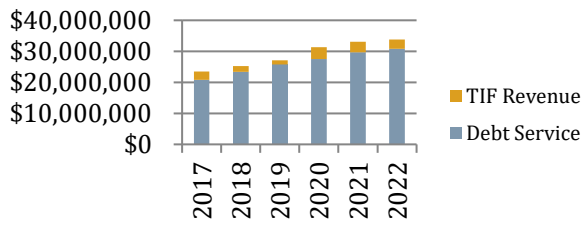
Financial Update

TIF REVENUE AND DEBT

Estimated 2023 TIF revenue and PIATT payments available for CRC use is \$33,004,655.

DEBT PAYMENTS

Month	Payment
June 2023	\$15,921,642
December 2023	\$16,071,526



PROJECT UPDATES

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

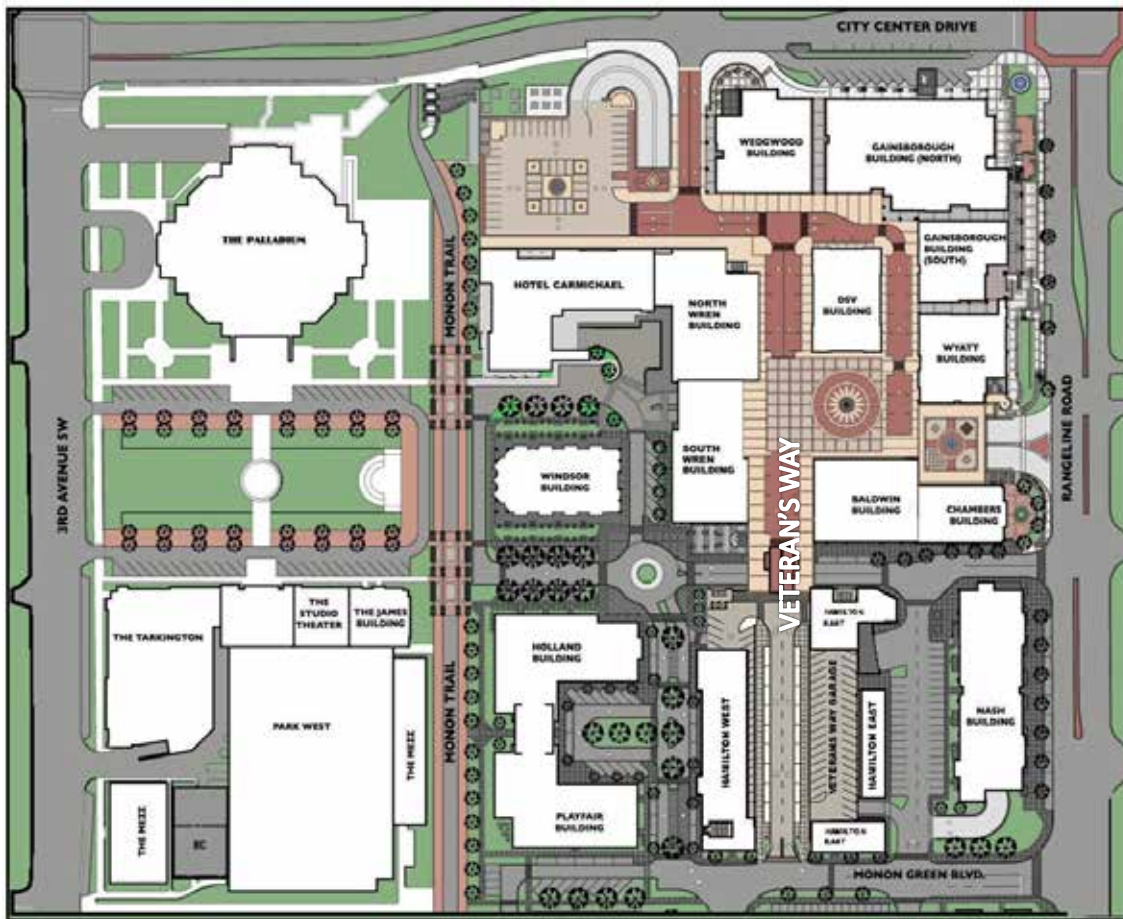


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

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>Complete: June 2021</p>	<p>Site Construction – Start: Spring 2018 Site Work Awarded – Spring 2018 Building Construction – Start: Summer 2018 Building Complete June 2021 - Pool and Site work is still under construction</p> 
<p>Hamilton (Park East commercial/residential buildings)</p>	<p>Hamilton East: 5 ground floor residential two-story townhomes; 7,954 SF of ground floor commercial space Hamilton West: 13,992 SF of ground floor commercial space</p>	<p>Start: Summer 2018</p>	<p>Hamilton East - Construction commenced: Summer 2018, completed Summer 2019 Hamilton West – Construction commenced: Summer 2020, currently under construction</p>
<p>Playfair and Holland</p>	<p>A five-story building, of approximately 178,000 square feet, which will include 112 luxury apartments and commercial retail/office space.</p>	<p>Start: September 2019</p> <p>Complete: Spring 2022</p> <p>Approx. 112 Apartments</p>	
<p>Windsor</p>	<p>A four-story building, of approximately 64,000 square feet.</p>	<p>Start: Summer 2022</p> <p>Complete: May/June 2024</p>	

PROJECT UPDATES

Wren A six-story building of approximately 157,000 square feet, which will include luxury apartments and commercial office/retail space.

Start: Summer 2020

Complete: June 2024



Currently under construction

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



PROSCENIUM

- 1) Developer Partner(s): Novo Development Group
- 2) Economic Development Area: 126th Street
- 3) Project Summary: Mixed-use development, multiple buildings.
 - 1) 197 Apartments; 22 for-sale condos
 - 2) Approx. 140,000 SF of office and retail space
 - 3) Approx. 450 parking spaces (public and private)

Total project budget: \$60,000,000

- 4) Anticipated Project Schedule

Design Start	2016
Construction Start	2018
Construction Complete	2022
Tavern Construction Start	Estimated Fall 2023
Tavern Construction Complete	Estimated

- 5) Construction Milestones: Construction is complete. Construction of the Tavern estimated to begin fall 2023.
- 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



MELANGE

- 1) Developer Partner(s): Onyx + East
- 2) Economic Development Area: Firehouse
- 3) Project Summary: 45 for-sale townhomes and approximately 12 for-sale flats
- 4) Total project budget: \$30,000,000
- 5) Anticipated Project Schedule

Construction Start	May 2021
Complete	Estimated December 2023

- 6) Construction Milestones: Construction is underway.
- 7) CRC Commitments
CRC contributed land to the development of this project, relocated the CFD generator, and is funding infrastructure, road work, and utility relocations with TIF.
- 8) Council and/or CRC Action Items



ACTION ITEM	CITY COUNCIL	CRC
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PROJECT UPDATES



Rendering



September 2022

CIVIC SQUARE GARAGE

- 1) CRC Design-Build Project
- 2) Economic Development Area: Carmel City Center/Carmel City Center Amendment
- 3) Project Summary:
 - 303-space parking garage
 - 255 spaces will be open to the public
 - 48 spaces are reserved for owner-occupied condos that will line the west and north sides of the garage (to be developed as part of a future CRC project)
- 4) Total project budget: \$9,700,000
- 5) Anticipated Project Schedule

Construction Start	January 2022
Construction End	Opened Summer 2022

- 6) Construction Milestones: Garage is now open for public use.
- 7) CRC Commitments
The CRC will be involved with development and construction of the parking garage
- 8) Council and/or CRC Action Items



March 2023

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



FIRST ON MAIN

1)Developer Partner(s): Lauth Group, Inc.

2)Economic Development Area: Lot One

3)Project Summary:

- 310-space public parking garage
- Four-story, 73,000 SF Class-A office building with first floor restaurant space and a private rooftop terrace
- 8 condominiums
- 35 apartments
- Community gathering plaza featuring the City’s Rotary Clock

4)Total project budget: \$35,000,000

5)Anticipated Project Schedule

Construction Start	Fall 2021
Construction End	Estimated November 2023

6)Construction Milestones: Construction is underway.

7)CRC Commitments

CRC contributed the land for this development. Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.

8)Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES

Rendering



November 2023



THE SIGNATURE

- 1) Developer Partner(s): Tegethoff Development and Great Lakes Capital
- 2) Economic Development Area: Main and Old Meridian
- 3) Project Summary:
 - 8 owner-occupied flats/condos
 - 295 luxury apartments
 - 15k sf of office/retail
 - 374 structured parking spaces
 - Dedication of land for future street
- 4) Total project budget: \$78,000,000
- 5) Anticipated Project Schedule

Construction Start	November 2021
Construction End	Estimated December 2023 w/ retail buildouts ongoing through Spring 2024

- 6) Construction Milestones: Construction is underway.
- 7) CRC Commitments:

Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.
- 8) Council and/or CRC Action Items

ACTION ITEM

CITY COUNCIL

CRC

PROJECT UPDATES



Rendering



November 2023

MAGNOLIA

- 1) Developer Partner(s): Old Town Companies
- 2) Economic Development Area: Magnolia
- 3) Project Summary: Multi-phase development that will include six condominium buildings with five units per building, for a total of 30 for-sale condos, and future multi-family residential on the corner of City Center Drive and Rangeline Road.
- 4) Total project budget:
- 5) Anticipated Project Schedule

Construction Start	April 2022 (Building 1)
Construction End	Estimated 2025 (Buildings 4-6)

- 6) Construction Milestones: Construction is underway.
- 7) CRC Commitments: CRC contributed the land for the development of this project.
- 8) Council and/or CRC Action Items

ACTION ITEM	CITY COUNCIL	CRC
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PROJECT UPDATES

Rendering



November 2023



THE MUSE

- 1) Developer Partner(s): Kite Reality Group
- 2) Economic Development Area: The Corner
- 3) Project Summary: mixed-use project consisting of 278 apartments, 25,000 square feet of office/retail space, and a free 364-space public parking garage
- 4) Total project budget: \$69,000,000
- 5) Anticipated Project Schedule

Construction Start	Late 2021
Construction End	Bldg A/Garage: Estimated December 2023 Bldg B: Estimated April 2024

- 6) Construction Milestones: Construction is underway.
- 7) CRC Commitments
Future commercial taxes from the project (TIF) are being used to construct the public parking garage, utility relocations, and streetscape improvements.
- 8) Council and/or CRC Action Items

PROJECT UPDATES



Rendering



November 2023

HAMILTON CROSSING

- 1) Developer Partner(s): Kite Reality Group and Pure Development, Inc.
- 2) Economic Development Area: Amended 126th Street
- 3) Project Summary: New home of Republic Airways. 105,000 square-foot training facility with 20 classrooms, 94 workstations, two cabin trainers, and eight flight simulators. The hotel adjacent to the training center will be expanded to 274 rooms. 1,900 jobs brought/created with Republic alone.
- 4) Total project budget: \$200,000,000 investment for Phase 1 and II
- 5) Anticipated Project Schedule

Construction Start	HQ/Corporate Housing: Winter 2021 (Complete) Garage: Winter 2022
Construction End	HQ/Corporate Housing: Completed Garage: Estimated April 2024

- 6) Construction Milestones: Construction is underway. Training Center is open.
- 7) CRC Commitments
Future commercial taxes from the project (TIF) are being used to fund infrastructure improvements that may include the garage, utility relocations, and roadway improvements.
- 8) Council and/or CRC Action Items

PROJECT UPDATES



PROSCENIUM II

- 1) Developer Partner(s): Novo Development Group
- 2) Economic Development Area: Amended 126th Street
- 3) Project Summary: Mixed-use development
 - i. 120 parking spaces
 - ii. 48 Apartments; 7 for-sale condos
 - iii. Approx. 15,000 SF of office and retail space
 - iv. Approx. Total project budget: \$18,000,000
- 4) Anticipated Project Schedule

Design Start	2021
Construction Start	2022
Construction Complete	Estimated August 2024

- 5) Construction Milestones: Construction is underway.
- 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.

Respectfully submitted,

Henry Mestetsky
 Executive Director
 Carmel Redevelopment Commission/Department
 November 9, 2023

Prepared for City Council and the Redevelopment Commission
 -End Report-

ORDINANCE NO. D-2685-23

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION
OF FUNDS FROM THE OPERATING BALANCE OF THE GENERAL FUND TO THE
2023 CARMEL FIRE DEPARTMENT BUDGET**

Synopsis: This ordinance appropriates funds to the 2023 Carmel Fire Department budget that were received by the City as reimbursements for the performance of public safety functions at public events. It also appropriates funds received from FEMA grants, participation in the Indiana Task Force and the Hamilton County Community Opioid Prevention Efforts’ Quick Response Team to the 2023 Carmel Fire Department Budget.

WHEREAS, in 2016 the Carmel Fire Department (“CFD”) began paying its firefighters directly for the public safety work they perform at special events and for emergency disaster relief situations; and

WHEREAS, the group that sponsored the special event then reimburses the City for firefighter hours worked during the event; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) reimburses the City for firefighter hours worked in federal emergency disaster zones; and

WHEREAS, CFD also pays its firefighters directly for the public safety work they perform for the Indiana Task Force and the Hamilton County Community Opioid Prevention Efforts’ Quick Response Team (“QRT”); and

WHEREAS, the reimbursements and grant funds received from sponsoring groups, Hamilton County and FEMA have been deposited into the City’s General Fund (#101); and

WHEREAS, CFD has received One Hundred Fourteen Thousand Twenty-Nine Dollars and Nine Cents (\$114,029.09) in reimbursements and grant funds from various event sponsors, Hamilton County and FEMA for public safety work performed by CFD firefighters this year; and

WHEREAS, in order to pay the firefighters who participated in the public safety work listed above, these funds must be appropriated from the General Fund into the 2023 CFD budget; and

WHEREAS, the General Fund currently has excess funds in the amount of One Hundred Fourteen Thousand Twenty-Nine Dollars and Nine Cents (\$114,029.09) in the operating balance to appropriate to 2023 CFD budget line item 4112002 - Unscheduled Overtime and CFD budget lime item 4357001 – Training Fees Internal.

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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:

\$114,029.09 from the GENERAL FUND OPERATING Balances

To

Carmel Fire Department (1120): Line item 4112002 - Unscheduled Overtime \$112,558.09
Carmel Fire Department (1120): Line item 4357001 – Training Fees Internal \$1,471.00

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

[signature page follows]

89 PASSED, by the Common Council of the City of Carmel, Indiana, this ____ day of
90 _____, 2023, by a vote of ____ ayes and ____ nays.

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92 COMMON COUNCIL FOR THE CITY OF CARMEL

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96 _____
96 Jeff Worrell, President Laura Campbell, Vice-President

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99 Kevin Rider Sue Finkam

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102 Anthony Green Adam Aasen

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105 _____
105 Tim Hannon Miles Nelson

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108 Teresa Ayers

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110 ATTEST:
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112 _____
113 Sue Wolfgang, Clerk

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115 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
116 _____ 2023, at _____ .M.

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119 _____
119 Sue Wolfgang, Clerk

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121 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
122 _____ 2023, at _____ .M.

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125 _____
125 James Brainard, Mayor

126 ATTEST:
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128 _____
129 Sue Wolfgang, Clerk

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131 Ordinance D-2685-23
132 Page Three of Three

ORDINANCE NO. D-2686-23

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AUTHORIZING AND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS
FROM THE OPERATING BALANCE OF THE GENERAL FUND TO THE 2023
COMMUNITY RELATIONS AND ECONOMIC DEVELOPMENT DEPARTMENT BUDGET**

Synopsis: This ordinance appropriates \$3,750 in grant funds that were received from the Indiana Arts Commission.

WHEREAS, in 2023, the Community Relations and Economic Development Department (“CRED”) was awarded and received a total of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) in grant funds from the Indiana Arts Commission’s Cultural District and Community Engagement Grants (the “Grant Funds”), that were transferred into the City of Carmel’s General Fund (#101); and

WHEREAS, in order to expend the Grant Funds, they must be appropriated from the General Fund into the 2023 CRED budget; and

WHEREAS, the General Fund currently has excess funds in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) in the operating balance to appropriate to CRED budget line item 4359003 – Festivals/Community Events.

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:

\$3,750.00 from the GENERAL FUND OPERATING Balances

To

Community Relations (#1203): Line item 4359003 – Festivals/Community Events \$3,750.00

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

48 **PASSED**, by the Common Council of the City of Carmel, Indiana, this ____ day of _____,
49 2023, by a vote of _____ ayes and _____ nays.

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

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Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____, 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
_____, 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Ordinance D-2686-23
Page Two of Two

ORDINANCE NO. D-2687-23

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AUTHORIZING AND APPROVING AN APPROPRIATION OF FUNDS FROM THE NON-REVERTING CARTER GREEN ICE RINK FUND (FUND #922)

Synopsis: Appropriates fees collected from the Carter Green ice skating rink to pay for ice rink operating expenses for the 2023-24 skating season.

WHEREAS, funds in the amount of Two Hundred One Thousand Seven Hundred Sixty Five Dollars (\$201,765.00) are needed to pay for ice rink operational expenses for the 2023-24 ice skating season; and

WHEREAS, the Non-Reverting Carter Green Ice Rink Fund (Fund #922) has excess funds in the amount of at least Two Hundred One Thousand Seven Hundred Sixty Five Dollars (\$201,765.00) to appropriate to Line Item 4350900 Other Cont Services.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that the following sum of money is hereby appropriated from the Non-Reverting Carter Green Ice Rink Fund (Fund #922) for the purposes specified, subject to applicable laws, as follows:

\$201,765.00 from the Non-Reverting Carter Green Ice Rink Fund (#922)

To

Non-Reverting Carter Green Ice Rink Fund (#922): Line Item 4350900 Other Cont Services - \$201,765.00

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

49 **PASSED**, by the Common Council of the City of Carmel, Indiana, this ____ day of _____,
50 2023, by a vote of _____ ayes and _____ nays.

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

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Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____, 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
_____, 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Ordinance D-2687-23
Page Two of Two

MEMORANDUM



Date: November 9, 2023
To: Carmel City Council
From: Adrienne Keeling
Re: **Ordinance Z-684-23**
154 W. Carmel Drive C1 Rezone

Enclosed is the information packet for the following item, including Site Location and Zoning Maps. If you have any questions, please contact me at akeeling@carmel.in.gov.

Forwarded with a favorable recommendation from Carmel Plan Commission:

Ordinance Z-684-23 (Docket No. PZ-2023-00185 Z: 154 W Carmel Drive C1 Rezone)

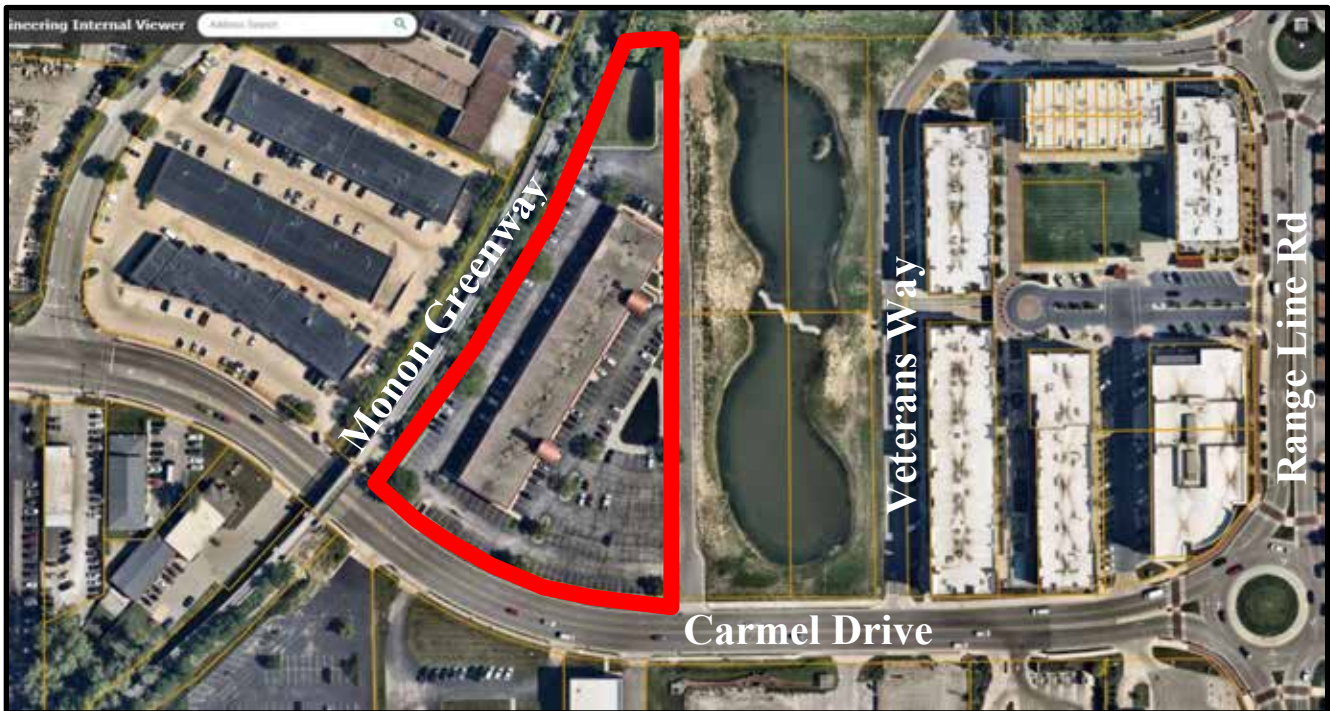
The applicant seeks to rezone the parcel located at 154 W Carmel Drive from the I1/Industrial District within the Range Line Road Overlay to the C1/City Center District. The site is generally located at the northeast corner of Carmel Drive and the Monon Greenway. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

Proposal: Rezone 3.3 acres from the I1 Industrial District within the Range Line Road Overlay to the C1 City Center District.

Address: 154 W. Carmel Drive, Carmel, IN 46032

Parcel ID: 16-09-36-00-00-031.000

Site Location Map



Rezone Explanation:

The purpose of this proposal is to better position the real estate for future redevelopment consistent with other walkable mixed-use developments along the Monon Greenway, as well as the Proscenium which is located east of this site.

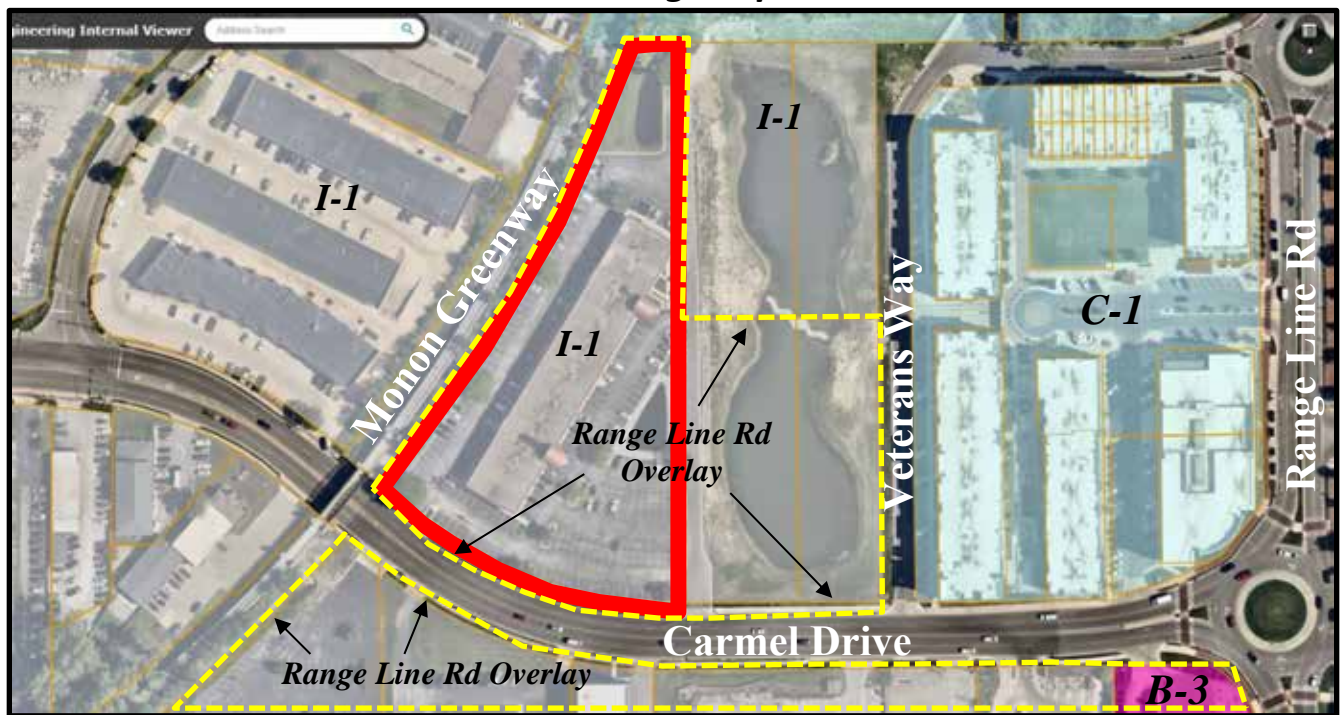
The current building will continue to remain for the foreseeable future as there are no specific plans or a timeline for redevelopment. Once a specific development is proposed, a public hearing for a Development Plan (DP) and ADLS will be held by the Plan Commission Hearing Officer with the same methods of public notice required for Plan Commission public hearings, including newspaper publication, letters to adjoining property owners, and a public hearing sign on the property. Any redevelopment proposal would also be subject to TAC review and Carmel Redevelopment Commission approval.

C1 District:

The C1 District was proposed instead of C2 because of the proximity to other C1-zoned land between the Monon Greenway and Range Line Road. See an excerpt of the zoning map below.

The standards of the **C1/City Center District** are established in Article 2, [Sections 2.33 & 2.34](#) of the Carmel Unified Development Ordinance. You may view the Unified Development Ordinance and Zoning Maps online by clicking on [Zoning Map & Tools](#) in the Department of Community Services’ website: www.carmeldocs.com.

Zoning Map



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

1. Proposed Ordinance Z-684-23
2. Plan Commission Certification (expires December 26, 2024)

ORDINANCE Z-684-23

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

Rezoning 154 W. Carmel Drive to the C1/City Center District

Synopsis:

This ordinance rezones 3.3 acres located at the northeast corner of Carmel Drive and the Monon Greenway to the C1/City Center District.

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, on September 19, 2023, voted to favorably recommend Docket No. PZ 2023-00185 Z, rezoning the Parcels illustrated and described in **Exhibit A**, which is incorporated herein (the “Real Property”).

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 I1 Industrial District within the Range Line Road Overlay to the C1 City Center 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.

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EXHIBIT A
PROPERTY DESCRIPTION & LOCATION MAP

Address:	Legal Description	Parcel Number:
154 W. Carmel Drive Carmel 46032	3.3 acres S36 / T18 / R3	16-09-36-00-00-031.000



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43 PASSED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023,
44 by a vote of ____ ayes and ____ nays.

45 COMMON COUNCIL FOR THE CITY OF CARMEL

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51 Jeff Worrell, President

Laura Campbell, Vice-President

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54 Kevin Rider

Sue Finkam

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63 Teresa Ayers

64 ATTEST:

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67 Sue Wolfgang, Clerk

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69 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
70 _____ 2023, at _____ .M.

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72 _____
73 Sue Wolfgang, Clerk

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75 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
76 _____ 2023, at _____ .M.

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78 _____
79 James Brainard, Mayor

80 ATTEST:

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83 Sue Wolfgang, Clerk

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85 Prepared by:
86 Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032
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**CERTIFICATION
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION
ON THE PETITION TO THE CITY OF CARMEL
TO AMEND THE ZONING MAP
PURSUANT TO INDIANA CODE 36-7-4-605**

**ORDINANCE
Z-684-23**

**154 W. Carmel Drive C-1 Rezone
I1/Industrial District to C-1/City Center District**

**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. PZ-2023-00185 Z** - petitioning to the parcel located at 154 W Carmel Drive from the I1/Industrial District within the Range Line Road Overlay to the C1/City Center District. The site is generally located at the northeast corner of Carmel Drive and the Monon Greenway.


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

At its regularly scheduled meeting on September 19, 2023, the Carmel Plan Commission voted Eight (8) in Favor, Zero (0) Opposed, One (1) Absent, to forward to the Common Council the proposed **Ordinance No. Z-684-23** with a "**Favorable Recommendation**".

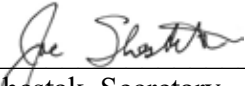
Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-608(f), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is Tuesday, December 26, 2023.

CARMEL PLAN COMMISSION

BY: _____


Brad Grabow, President

ATTEST:



Joe Shestak, Secretary
Carmel Plan Commission
Dated: September 27, 2023

MEMORANDUM



Date: November 9, 2023
To: Carmel City Council
From: Adrienne Keeling
Re: **Ordinance Z-685-23**
988 3rd Avenue SW C1 Rezone

Enclosed is the information packet for the following item, including Site Location and Zoning Maps. If you have any questions, please contact me at akeeling@carmel.in.gov.

Forwarded with a favorable recommendation from Carmel Plan Commission:

Ordinance Z-685-23 (Docket No. PZ-2023-00186 Z: 988 3rd Avenue SW C1 Rezone)

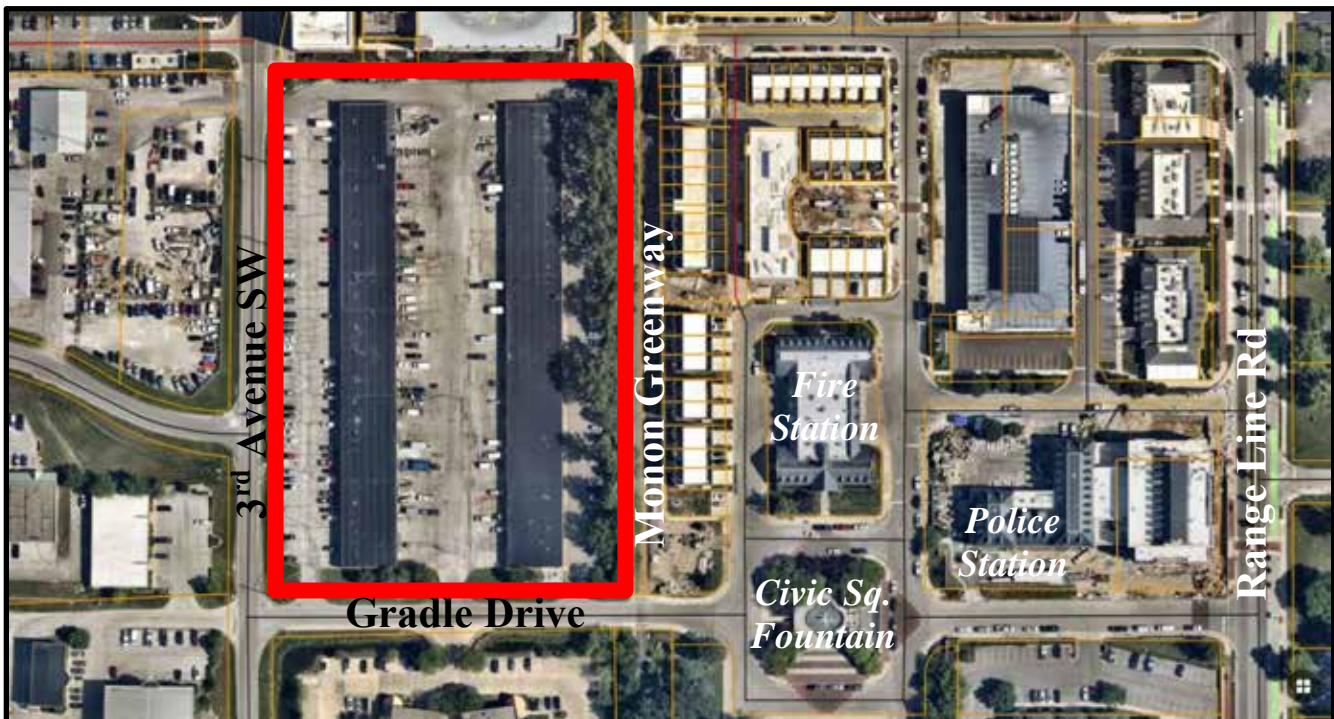
The applicant seeks to rezone the parcel located at 988 3rd Avenue SW from the I1/Industrial District to the C1/City Center District. The site is generally located at the northeast corner of 3rd Avenue SW and Gradle Drive. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

Proposal: Rezone 5.5 acres from the I1 Industrial District to the C1 City Center District.

Address: 988 3rd Ave SW, Carmel, IN 46032

Parcel ID: 16-09-36-00-00-007.000

Site Location Map



Rezone Explanation:

The purpose of this proposal is to expand the walkable mixed-use development pattern found in Carmel City Center and surrounding the Civic Square campus. This site, adjacent to the Monon Greenway and Carmel City Center is a next logical step in continuing this walkable mixed-use development momentum.

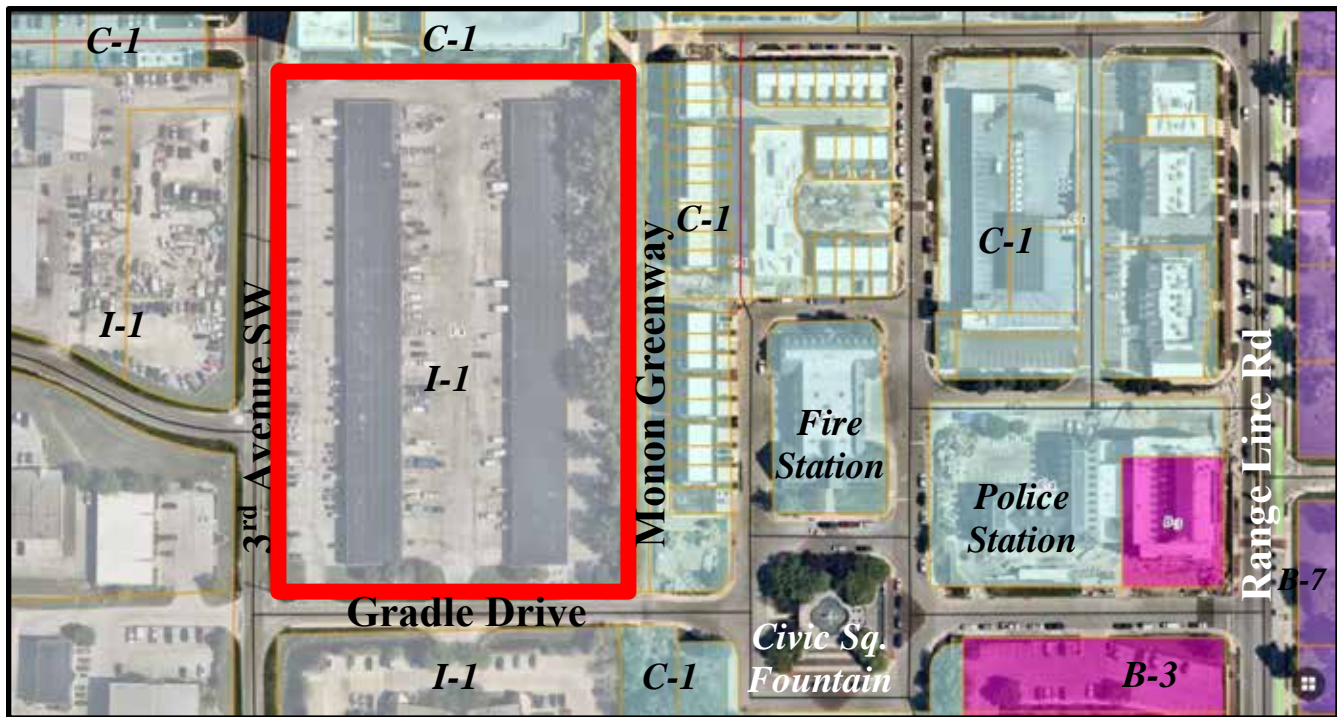
The current building will continue to remain for the foreseeable future as there are no specific plans or a timeline for redevelopment. Once a specific development is proposed, a public hearing for a Development Plan (DP) and ADLS will be held by the Plan Commission Hearing Officer with the same methods of public notice required for Plan Commission public hearings, including newspaper publication, letters to adjoining property owners, and a public hearing sign on the property. Any redevelopment proposal would also be subject to TAC review and Carmel Redevelopment Commission approval.

C1 District:

The C1 District was proposed instead of C2 because this site is directly adjacent to other C1-zoned land in the Carmel City Center area. See an excerpt of the zoning map below.

The standards of the **C1/City Center District** are established in Article 2, [Sections 2.33 & 2.34](#) of the Carmel Unified Development Ordinance. You may view the Unified Development Ordinance and Zoning Maps online by clicking on [Zoning Map & Tools](#) in the Department of Community Services’ website: www.carmeldocs.com.

Zoning Map



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

1. Proposed Ordinance Z-685-23
2. Plan Commission Certification (expires December 26, 2024)

ORDINANCE Z-685-23

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

Rezoning 988 3rd Avenue SW to the C1/City Center District

Synopsis:

This ordinance rezones 5.5 acres located at the northeast corner of 3rd Avenue SW and Gradle Drive to the C1/City Center District.

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, on September 19, 2023, voted to favorably recommend Docket No. PZ 2023-00186 Z, rezoning the Parcels illustrated and described in **Exhibit A**, which is incorporated herein (the “Real Property”).

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 I1 Industrial District to the C1 City Center 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.

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EXHIBIT A

PROPERTY DESCRIPTION & LOCATION MAP

Address:

988 3rd Avenue SW

Carmel 46032

Legal Description

5.5 acres S36 / T18 / R3

Parcel Number:

16-09-36-00-00-007.000



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43 PASSED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023,
44 by a vote of ____ ayes and ____ nays.

45 COMMON COUNCIL FOR THE CITY OF CARMEL

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50 _____
51 Jeff Worrell, President

Laura Campbell, Vice-President

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53 _____
54 Kevin Rider

Sue Finkam

55
56 _____
57 Anthony Green

Adam Aasen

58
59 _____
60 Tim Hannon

Miles Nelson

61
62 _____
63 Teresa Ayers

64 ATTEST:

65
66 _____
67 Sue Wolfgang, Clerk

68
69 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
70 _____ 2023, at _____ .M.

71
72 _____
73 Sue Wolfgang, Clerk

74
75 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
76 _____ 2023, at _____ .M.

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78 _____
79 James Brainard, Mayor

80 ATTEST:

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82 _____
83 Sue Wolfgang, Clerk

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86
87
88 Prepared by:
89 Adrienne Keeling, Planning Administrator, One Civic Square, Carmel, IN 46032

90

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

**ORDINANCE
Z-685-23**

**988 3rd Ave SW - C-1 Rezone
I1/Industrial District to C-1/City Center District**

**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. PZ-2023-00186 Z** - petitioning to the parcel located at 988 3rd Avenue SW from the I1/Industrial District to the C1/City Center District. The site is generally located at the northeast corner of 3rd Avenue SW and Gradle Drive.

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

At its regularly scheduled meeting on September 19, 2023, the Carmel Plan Commission voted Eight (8) in Favor, Zero (0) Opposed, One (1) Absent, to forward to the Common Council the proposed **Ordinance No. Z-685-23** 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 Tuesday, December 26, 2023.

CARMEL PLAN COMMISSION

BY: _____

Brad Grabow, President

ATTEST:



Joe Shestak, Secretary

Carmel Plan Commission

Dated: September 27, 2023

MEMORANDUM



Date: November 9, 2023
To: Carmel City Council
From: Adrienne Keeling
Re: **Ordinance Z-686-23**
HOA Rental Restriction UDO Amendment

Forwarded with a favorable recommendation from Carmel Plan Commission:

Ordinance Z-686-23 (Docket No. PZ-2023-00166 OA: HOA Rental Restrictions Amendment)

The applicant seeks to amend the Unified Development Ordinance in order to require that Owners' Association governing documents allow changes to rental restrictions with a simple majority vote of the owners. Filed by the Department of Community Services on behalf of the Carmel Plan Commission.

Background:

Over the last several years, large, out-of-state investment firms have purchased a significant number of owner-occupied, single-family homes across Indiana for the purpose of turning them into rental properties. While we are not aware of any Carmel neighborhoods where this has occurred, it has been a growing concern in some of our neighboring communities. The presence of rentals isn't inherently bad; however, these bulk purchases of single-family homes by investment firms can make it more difficult for individuals to purchase a home by decreasing the supply of for-sale homes in a community.

Subdivisions may choose to place rental restrictions in their declaration of covenants or other homeowners' association governing documents. However, each subdivision is responsible for the process to amend said governing document, which *may* require the consent of up to 75% of the owners in accordance with Indiana Code Section 32-25.5-3-9.

Proposed Ordinance Summary: *See blue text in the attached UDO amendment.*

The proposed amendment adds a new "Amendment of Covenants" paragraph to UDO Section 7.20: Owners' Association Standards. It specifically acknowledges the Indiana Code section referenced above but goes on to specify that no more than a majority (50%+1) of the owners shall be required to consent to an amendment of the governing documents specifically relating to rental restrictions.

NOTE: If adopted, this ordinance **DOES NOT AMEND any covenants or governing documents of an existing subdivision**, nor does it require subdivisions to adopt rental restrictions. This would only apply to newly formed subdivisions/owners' associations established after the effective date of this ordinance.

Plan Commission Overview:

The Plan Commission discussed the intent and technical details of the ordinance, including (1) if 50% consent vs. 50%+1 votes should be required, (2) whether this threshold should apply to both the creation and potential reduction of rental restrictions, and (3) whether Commercial Subdivisions should be subject to these provisions. After a few revisions, the Plan Commission voted to send this proposal to City Council with a favorable recommendation.

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

1. Plan Commission Certification (expires January 28, 2024)
2. Proposed Ordinance Z-686-23

**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-686-23**

HOA Rental Restrictions Amendment

**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. PZ-2023-00166 OA** - petitioning to amend the Unified Development Ordinance in order to require that Owners Association governing documents allow changes to rental restrictions with a simple majority vote of the members.

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

At its regularly scheduled meeting on October 17, 2023, the Carmel Plan Commission voted Six (6) in Favor, Zero (0) Opposed, Three (3) Absent, to forward to the Common Council the proposed **Ordinance No. Z-686-23** with a **"Favorable Recommendation"**.


Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-607(e), 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, January 28, 2024.

CARMEL PLAN COMMISSION

BY: _____

Brad Grabow, President

ATTEST:



Joe Shestak, Secretary
Carmel Plan Commission
Dated: October 30, 2023

ORDINANCE Z-686-23

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

An Ordinance updating owners’ association standards in the Unified Development Ordinance.

Synopsis:

This ordinance requires that owners’ associations allow changes to governing documents relating to rental restrictions with no more than a simple majority of its owners.

WHEREAS, over the last several years, large, out-of-state investment firms have purchased a significant number of owner-occupied, single-family homes across Indiana for the purpose of turning them into rental properties; and

WHEREAS, such bulk purchasing of single-family homes by investment firms makes it more difficult for a person to purchase a home and decreases the number of owner-occupied homes in a community; and

WHEREAS, pursuant to Indiana Code § 36-7-4-602, the Common Council has the authority to amend the text of the Carmel Unified Development Ordinance (the “UDO”); and

WHEREAS, it is in the best interest of the citizens of the City of Carmel to amend the text of the UDO to require that the governing documents of newly formed homeowners associations contain a provision that makes it easier for owners within said associations to restrict rentals if they so desire.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Carmel, Indiana, that, pursuant to IC 36-7-4-600 et seq. and after Docket No. PZ-2023-00166 OA having received a favorable recommendation from the Carmel Advisory Plan Commission on Tuesday, October 17, 2023, it hereby adopts this Ordinance to amend the Carmel Unified Development Ordinance (Ordinance Z-625-17, as amended), to read as follows:

Section I: *Amend Article 7: Design Standards, Section 7.20: Owners’ Association Standards, as follows:*

7.20 Owners’ Association Standards Page 7-29

This Owners’ Association Standards (OA) section applies to the following types of development:
CS, RS, TS, CM

- A. Applicability: Any development with common area, private streets, shared parking, an amenity center, shared or private utilities, retention pond, and the like shall meet the Owners’ Association Standards.
- B. Establishment of Owners’ Association:
 - 1. *Perpetuity*: An owners’ association shall be created in perpetuity to make decisions about and to maintain all common property and/or common facilities.
 - 2. *Organization*: An owners’ association shall be a legally incorporated entity or shall be created by other legal mechanism which provides shared ownership or shared responsibility of common property and/or common facilities. A board of directors or other means for representation in decision-making shall be established.
 - 3. *Recording of Legal Mechanism*: The legal mechanism binding all property owners or vested parties shall be recorded in the Office of the Hamilton County Recorder.

- 46 4. *Declaration of Covenants*: The owners’ association shall be responsible for the
47 administration of any elective restrictive covenant utilized to further restrict improvements
48 and uses in the development. The “Declaration of Covenants” shall be recorded in the Office
49 of the Hamilton County Recorder following final plat approval and prior to selling any lots
50 or units. A copy of the recorded document shall be delivered to the Department of
51 Community Services within two (2) weeks of it being recorded.
- 52 5. *Deed Restrictions*: All requirements (See *Section 7.20(E): Required Language* below) or
53 other restrictions that resulted as a commitment or condition of approval shall be included in
54 an independent legal document (e.g. deed restriction or similar legal mechanism) and
55 recorded for each lot.
- 56 6. *Association Fee*: An association fee or other financial mechanism shall be included in the
57 Declaration of Covenants or other legal mechanism and be equal to the financial needs of the
58 owners’ association to maintain common property and/or common facilities, and to
59 accumulate a reserve account for long-term large expenditures, emergencies, and
60 contingencies.
- 61 7. *Amendment of Covenants*: In accordance with IC 32.25.5-3-9, the governing documents of
62 the owners’ association must contain a provision allowing the owners to amend the
63 governing documents at any time, from time to time and such amendment may not require
64 the consent of more than seventy-five percent (75%) of all owners; provided, however, the
65 governing documents may not require the consent of more than the majority (50%+1) of all
66 owners to create or amend provisions relating to rental restrictions. This paragraph does not
67 apply to Commercial Subdivisions (CM).

- 68 C. Contractual Obligations: Prior to the transition from the developer to the owners’ association
69 being responsible for common property and/or common facilities, the developer shall not enter
70 into any contractual obligation on behalf of the owners’ association that extends more than one
71 (1) year past the date of transition. Thereafter, the owners’ association shall be responsible for
72 the renewal or termination of such contracts.
- 73 D. Common Area Inspection: Before the developer transfers control of the owners’ association
74 under the Declaration of Covenants to the property owners, including control of a board of
75 directors or other means of representation, the developer shall arrange for an inspection of all
76 improvements not located on a platted lot or for which the owners’ association has
77 maintenance responsibility (a “Common Area Improvement”), including street trees. For
78 purposes of this section, whenever another person or persons succeeds to the rights and
79 liabilities of the original applicant, the term “developer” includes successors and assigns of the
80 original applicant.
- 81 1. *Inspection Requirements*: Such inspection shall (i) be performed by an independent,
82 licensed professional engineer or land surveyor selected and paid for by the developer, and
83 (ii) determine whether each approved and/or committed Common Area Improvement has
84 been completed and maintained and is currently in compliance with all applicable
85 requirements of the City of Carmel, the Hamilton County Surveyor’s office; and any other
86 applicable governmental authority or utility.
- 87 2. *Inspection Report*: A reasonably detailed report of the inspection shall be provided to the
88 Carmel Department of Community Services. Upon written confirmation by the department
89 that the inspection demonstrates that all Common Area Improvements have been properly
90 completed and maintained, the developer may then turn over control of the owners’
91 association to the property owners.
- 92 3. *Corrections*: If the inspection reveals that any Common Area Improvements have not been
93 properly completed and/or maintained, the developer shall cause, at its cost, all such
94 improper Common Area Improvements to be corrected so as to be in compliance with

95 applicable requirements. Upon completion of such correction, the developer shall notify the
96 department in writing of details of the corrections made. The department shall have thirty
97 (30) days from the date of notice of completion of corrections to verify compliance.
98 Thereafter, upon receipt of notice from the department that all the improper Common Area
99 Improvements have been corrected, the developer may turn over control of the owners’
100 association to the property owners.

- 101 4. *Failure to Respond*: If the department fails to respond to an inspection that shows no
102 improper Common Area Improvements or to a notice from developer of its correction of all
103 improper Common Area Improvements within thirty (30) days of receipt of such inspection
104 or notice, as applicable, then the developer may assume department approval and turn over
105 control of the owners’ association to the property owners.

106 E. Required Language: The following content shall be reflected in the Deed Restriction or other legal
107 mechanism:

- 108 1. *Street Lighting*: When a development installs a street light, then the owners’ association
109 shall be responsible for the maintenance, replacement, and electricity used. In this case, the
110 legal mechanism shall make the owners’ association responsible for all maintenance,
111 replacement, and electricity consumption in perpetuity. The City of Carmel shall not, now or
112 in the future, be obligated to accept the lights as public property. In the event the owners’
113 association fails to maintain street lighting, the City of Carmel may make the improvements
114 and assess each property for the project cost plus applicable administrative expenses.
- 115 2. *Detention, Drainage Systems, and Best Management Practices*: When a retention pond
116 and/or other drainage systems are required or installed and established as common area, the
117 City of Carmel shall not, now or in the future, be obligated to accept them as public
118 infrastructure or to maintain those facilities. The owners’ association, or lot owner of the lot
119 in which the retention pond or other drainage system is located, shall bear the cost of such
120 maintenance. In the event the owners’ association fails to maintain the retention pond and/or
121 other drainage facilities, the City of Carmel may make the improvements and assess each
122 property in the subdivision equally for the project cost plus administration costs.
- 123 3. *Private Streets*: When private streets are installed, the City of Carmel shall not, now or in
124 the future, be obligated to accept private streets as public property. The City of Carmel shall
125 bear no financial responsibility for snow removal, maintenance or replacement costs
126 associated with private streets. The owners’ association shall bear the cost of snow removal,
127 maintenance and replacement. In the event the owners’ association fails to maintain private
128 streets, the City of Carmel may make the improvements and assess each property for the
129 project cost plus administration costs.
- 130 4. *Off-street Trails*: When trails are installed outside of a right-of-way, the City of Carmel shall
131 not, now or in the future, be obligated to accept the trail as public property. The City of
132 Carmel shall bear no financial responsibility for maintenance or replacement costs. The
133 owners’ association shall bear the cost of maintenance and replacement. In the event the
134 owners’ association fails to maintain the trail, the City of Carmel may make the
135 improvements and assess each property for the project cost.
- 136 5. *On-street Sidewalks*: When sidewalks are installed inside of a right-of-way of internal
137 streets, the City of Carmel shall bear no financial responsibility for maintenance or
138 replacement costs. The owners’ association, and particularly abutting property owners shall
139 bear the cost of maintenance and replacement. In the event the owners’ association, or
140 abutting property owners, fails to maintain the sidewalks, the City of Carmel may complete
141 the maintenance work or make the improvements and assess the appropriate property
142 owners for the project cost.
- 143 6. *Landscaping*: When landscaping is required to be or elected to be installed in a right-of-
144 way, common area or easement, the owners’ association shall be responsible for maintaining

145 the plant material in healthy condition, removing dead or diseased vegetation, and/or
146 replacing landscaping, as necessary. Required perimeter land- scaping shall be maintained
147 by the owners' association as approved by the Plan Commission; or in a manner equal to or
148 in excess of what was approved if permitted by the Planning Administrator. See *Section*
149 *7:06: Common Area Standards* for more information.

150 7. *Street Trees*: Once a final plat is approved, the right-of-way becomes the property of the
151 City of Carmel. Therefore, the City retains the right to reasonably trim or remove any tree or
152 shrub impeding the street or sidewalk. When performing essential infrastructure work, the
153 City of Carmel may remove trees or shrubs within the right-of-way and shall not be
154 responsible for replacing said trees. The City of Carmel shall approve any new tree or shrub
155 being planted within the right-of-way and can deny such planting for any reason.

156 F. Enforcement: Failure of the owners' association to maintain an effective legal mechanism or
157 failure of the owners' association to fulfill its responsibilities within that legal mechanism shall
158 be deemed a violation of the Unified Development Ordinances and subject to *Article 10:*
159 *Enforcement and Penalties*.
160

161 **PASSED**, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023,
162 by a vote of ____ ayes and ____ nays.

163
164 **COMMON COUNCIL FOR THE CITY OF CARMEL**
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168 _____
169 Jeff Worrell, President Laura Campbell, Vice-President

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172 Kevin Rider Sue Finkam

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174 _____
175 Anthony Green Adam Aasen

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177 _____
178 Tim Hannon Miles Nelson

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180 _____
181 Teresa Ayers

182 ATTEST:

183
184 _____
185 Sue Wolfgang, Clerk

186
187 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
188 _____ 2023, at _____ .M.

189
190 _____
191 Sue Wolfgang, Clerk

192
193 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
194 _____ 2023, at _____ .M.

195
196 _____
197 James Brainard, Mayor

198 ATTEST:

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200 _____
201 Sue Wolfgang, Clerk

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

ORDINANCE D-2689-23

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, AMENDING ORDINANCE NO. D-2486-19**

Synopsis:

Ordinance amends prior Ordinance No. D-2486-19 to authorize a maximum interest rate of 6% (rather than the original 5%) for bond anticipation notes of the waterworks.

WHEREAS, the City of Carmel, Indiana (the "City") has heretofore established, constructed and financed a municipal waterworks and now owns and operates said waterworks pursuant to I.C. 8-1.5, as amended, and other applicable laws; and

WHEREAS, pursuant to Ordinance No. D-2486-19 adopted by the Common Council of the City (the "Council") on November 18, 2019 (the "Original Ordinance"), the Council authorized the issuance of the City of Carmel, Indiana Junior Waterworks Revenue Bond Anticipation Note of 2019 (the "BANs"); and

WHEREAS, the Council now desires to amend the Original Ordinance to provide a greater interest rate on the BANs than originally authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, THAT:

Section 1. Section 2(e) of the Original Ordinance is deleted and replaced with the following:

“(e) The BAN or BANs shall be issued in an aggregate amount not exceeding Eighteen Million Dollars (\$18,000,000) and shall be designated "City of Carmel, Indiana Waterworks Bond Anticipation Note of 20__" (with the year of issuance included along with any series designation). Any such BAN or BANS shall mature on or before May 1, 2024, and shall be dated the first day of the month in which issued or sold or the date of delivery as determined by the Executive or Fiscal Officer with the advice of the City's municipal advisor. Any such BAN or BANS may be refunded with a later series of BAN or BANS provided that such refunding BAN or BANS shall have a final maturity not later than May 1, 2024, and shall be dated the first day of the month in which issued or sold or the date of delivery as determined by the Executive or Fiscal Officer with the advice of the City's municipal advisor. Any such BAN or BANS shall pay interest semiannually on May 1 and November 1 in each year, beginning no later than either the next May 1 or November 1 following their issuance until maturity. BAN interest may be paid as capitalized interest and, after provision for payment of the 2008 Bonds, from the Net Revenues of the utility on a subordinate basis and on parity with the 2023 Bond and the 2017 Bonds. BAN interest shall be calculated according to a 360-day calendar year containing twelve 30-day months, or based on an actual days basis using a 365-day year, as determined by the Executive or Fiscal Officer with the advice of the City's municipal advisor. Any such BAN or BANs shall bear interest at a rate or rates not exceeding six

46 percent (6.00%) per annum, or bear interest at a variable rate determined by reference to
47 any available published index as selected by the Executive or Fiscal Officer prior to their
48 issuance, and may be sold at a discount not to exceed two percent (2%). The BANs
49 herein authorized are payable from the proceeds of the 2019 Bonds and other legally
50 available funds of the utility. Any such BAN or BANs shall be subject to early
51 redemption on or after any date selected by the Executive or Fiscal Officer prior to their
52 issuance, upon thirty (30) days' notice to the owner of such BAN, at a redemption price
53 determined by the Executive or the Fiscal Officer. The BANs may be issued in one or
54 more series of BANs, or the City may receive payment on the BANs in installments, as
55 determined by the Executive or Fiscal Officer with the advice of the City's municipal
56 advisor prior to advertising or negotiating a sale of the BANs. The BANs shall be in a
57 customary form as approved by the Executive or Fiscal Officer.”

58 Section 2. No Other Changes. Except as set forth in this Ordinance, all other
59 provisions of the Original Ordinance remain in full force and effect.

60 Section 3. Effective Date. This Ordinance shall be in full force and effect from and
61 after its passage and execution by the Mayor in accordance with the laws of the State of Indiana.
62
63

64 **ADOPTED** by the Common Council of the City of Carmel, Indiana this ____ day of _____
65 2023, by a vote of ____ ayes and ____ nays.

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68 **COMMON COUNCIL FOR THE CITY OF CARMEL, INDIANA**
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70
71 _____
72 Jeff Worrell, President

Laura Campbell, Vice-President

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74 _____
75 Kevin Rider

Teresa Ayers

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78 Sue Finkam

Anthony Green

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81 Adam Aasen

Tim Hannon

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84 Miles Nelson

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86 ATTEST:

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90 Sue Wolfgang, Clerk
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Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
_____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Prepared by: Richard C. Starkey
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

128

ORDINANCE NO. D-2695-23

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING THE 2024 SALARY ORDINANCE

Synopsis: This ordinance amends the 2024 Executive branch salary ordinance by adding a new position within the Carmel Police Department and adding On-call compensation for certain employees of the Department of Community Services, office of Building Safety and Code Enforcement.

WHEREAS, on October 16, 2023, the Carmel Common Council (the "Council") adopted Ordinance D-2681-23 setting 2024 salaries for appointed officers and employees of the City of Carmel (the "City"); and

WHEREAS, adding the duties and responsibilities of a skilled laborer Building Services Worker position would enhance the operational efficacy of the Carmel Police Department; and

WHEREAS, in order to provide adequate compensation for these additional duties and responsibilities, it is necessary to amend the 2024 salary ordinance to add a skilled laborer position to the Carmel Police Department; and

WHEREAS, it is in the interest of the citizens of the City of Carmel that employees who are building safety experts within the Department of Community Services (DOCS), Office of Building Safety and Code Enforcement provide after-hours assistance to City public safety first responders when incidents require building safety expertise; and

WHEREAS, in order to provide adequate compensation for these additional duties and responsibilities, it is necessary to amend the 2024 salary ordinance to add on-call compensation for certain employees of the Department of Community Services, Office of Building Safety and Code Enforcement, who are building safety experts.

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

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

Section 2. Ordinance D-2681-23, Section 1, is hereby amended as follows:

Table with 2 columns: POLICE CLASSIFICATION and MAXIMUM BI-WEEKLY BASE SALARY. Rows include CHIEF (6896.58), DEPUTY CHIEF (5086.16), MAJOR (4660.16), LIEUTENANT (4021.04), SERGEANT (3595.06), and FIRST CLASS/MASTER PATROL OFFICER (3285.90).

This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/13/23 at 12:41 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.

48	PATROL OFFICER	3169.04
49	CRISIS INTERVENTION MANAGER	4021.04
50	ACCREDITATION ADMINISTRATOR	3595.06
51	CRIME SCENE INVESTIGATOR	3595.06
52	RECORDS SYSTEMS ADMINISTRATOR	3382.01
53	FACILITIES, EQUIPMENT AND SYSTEMS SUPPORT SPECIALIST	3382.01
54	CRISIS INTERVENTION SPECIALIST	3169.04
55	ADMINISTRATIVE SUPERVISOR	2956.04
56	QUARTERMASTER	2956.04
57	AUTO MECHANIC I	2956.04
58	AUTO MECHANIC II	2742.97
59	RECRUITING AND HIRING COORDINATOR	2742.97
60	CRIMINAL INTELLIGENCE ANALYST	2742.97
61	COMMUNITY RESOURCE LIAISON	2742.97
62	ANIMAL CONTROL SPECIALIST	2530.00
63	SPECIAL INVESTIGATIONS ADMINISTRATOR	2530.00
64	RECORDS SUPERVISOR	2530.00
65	DATA SPECIALIST/TRAINING COORDINATOR	2530.00
66	NIBRS COORDINATOR	2316.97
67	ADMINISTRATIVE ASSISTANT I	2316.97
68	PROPERTY/EVIDENCE ROOM CLERK	2316.97
69	RECORDS CLERK	2103.90
70	ADMINISTRATIVE ASSISTANT II	2103.90
71	BUILDING SERVICES WORKER	2103.90
72	PART-TIME/TEMPORARY (except Security Officer)	UP TO \$25.00 PER HOUR
73	PART-TIME SECURITY OFFICER	UP TO \$50.00 PER HOUR

Section 3. Ordinance D-2681-23, Section 12, is hereby amended to add the following subsection:

12. COMMUNITY SERVICES

- a. An employee of the Department of Community Services who is assigned to on-call duties between the hours of 4:30 PM and 8:00 AM, and other times when the Department is not fully staffed, is eligible for on-call pay at a flat rate of ten dollars (\$10.00) per day for regular weekdays and twenty-five dollars (\$25.00) per day for Saturday, Sunday and City holidays, in addition to all other forms of compensation. Eligibility for on-call pay shall be determined by the DOCS on-call policy. Exempt employees are not eligible for on-call pay.

Section 4. The remaining provisions of Ordinance D-2681-23 shall remain in full force and effect and are not affected by this Ordinance.

Section 5. All prior City ordinances or parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 6. If any portion of this Ordinance is for any reason declared unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Ordinance D-2695-23

Page Two of Three

This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/13/23 at 12:41 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.

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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.

PASSED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023, by a vote of ____ ayes and ____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Ordinance D-2695-23
Page Three of Three

This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/13/23 at 12:41 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.

RESOLUTION CC 11-20-23-06

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
REGARDING AN INTERGOVERNMENTAL TRANSFER OF REAL PROPERTY**

**Synopsis: Transfers four parcels of real property owned by the City of Carmel to the Carmel
Redevelopment Commission for a future redevelopment project.**

WHEREAS, the Common Council of the City of Carmel, Indiana (the “Council”) is the fiscal body for the City of Carmel, Indiana (the “City”); and

WHEREAS, the City of Carmel Redevelopment Commission (the “CRC”) is a governmental entity created and authorized to administer certain redevelopment activities within the City; and

WHEREAS, the City owns certain real property known as 0 1st Avenue NW (Tax Parcel Number: 16-09-25-12-02-028.000), 31 1st Ave NW (Tax Parcel Number: 16-09-25-12-02-027.000), 40 W. Main St (Tax Parcel Number: 16-09-25-12-02-026.000) and 0 Main St (Tax Parcel Number: 16-09-25-12-00-001.000) (collectively, the “Property”), which are depicted on Exhibit A attached hereto; and

WHEREAS, the City has determined that it is now in the best interests of the CRC and the City to transfer the Property to the CRC under the terms and conditions set forth herein; and

WHEREAS, the CRC has determined that it is now in the best interests of the CRC to acquire the Property under the terms and conditions set forth herein, as authorized by Indiana Code § 36-7-14-12.2 and other applicable law; and

WHEREAS, Indiana Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity.

NOW, THEREFORE, BE IT RESOLVED AND AGREED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AS FOLLOWS:

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The City will transfer the Property to the CRC subject to the following provision:
 - The transfer of the Property shall be by warranty deed and the City shall execute all other usual and customary conveyance documents.
3. The parties shall take all steps necessary to effect the transfer of the Property from the City to the CRC as provided herein. Such transfer shall take place at a time and date mutually agreed upon by the City and the CRC.

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4. The Common Council hereby designates Jim Crider, Director of the Department of Administration for the City of Carmel, Indiana, as its agent for the purposes of completing the transfer of the Property. Mr. Crider is hereby authorized to execute all documents required in connection with the transfer of the Property pursuant to this Resolution and to take all other lawful actions necessary to complete the transfer of the Property as contemplated herein.

SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023 by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

_____ Jeff Worrell, President	_____ Laura Campbell, Vice-President
_____ Kevin Rider	_____ Sue Finkam
_____ Anthony Green	_____ Adam Aasen
_____ Tim Hannon	_____ Miles Nelson
_____ Teresa Ayers	

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2023, at _____ .M.

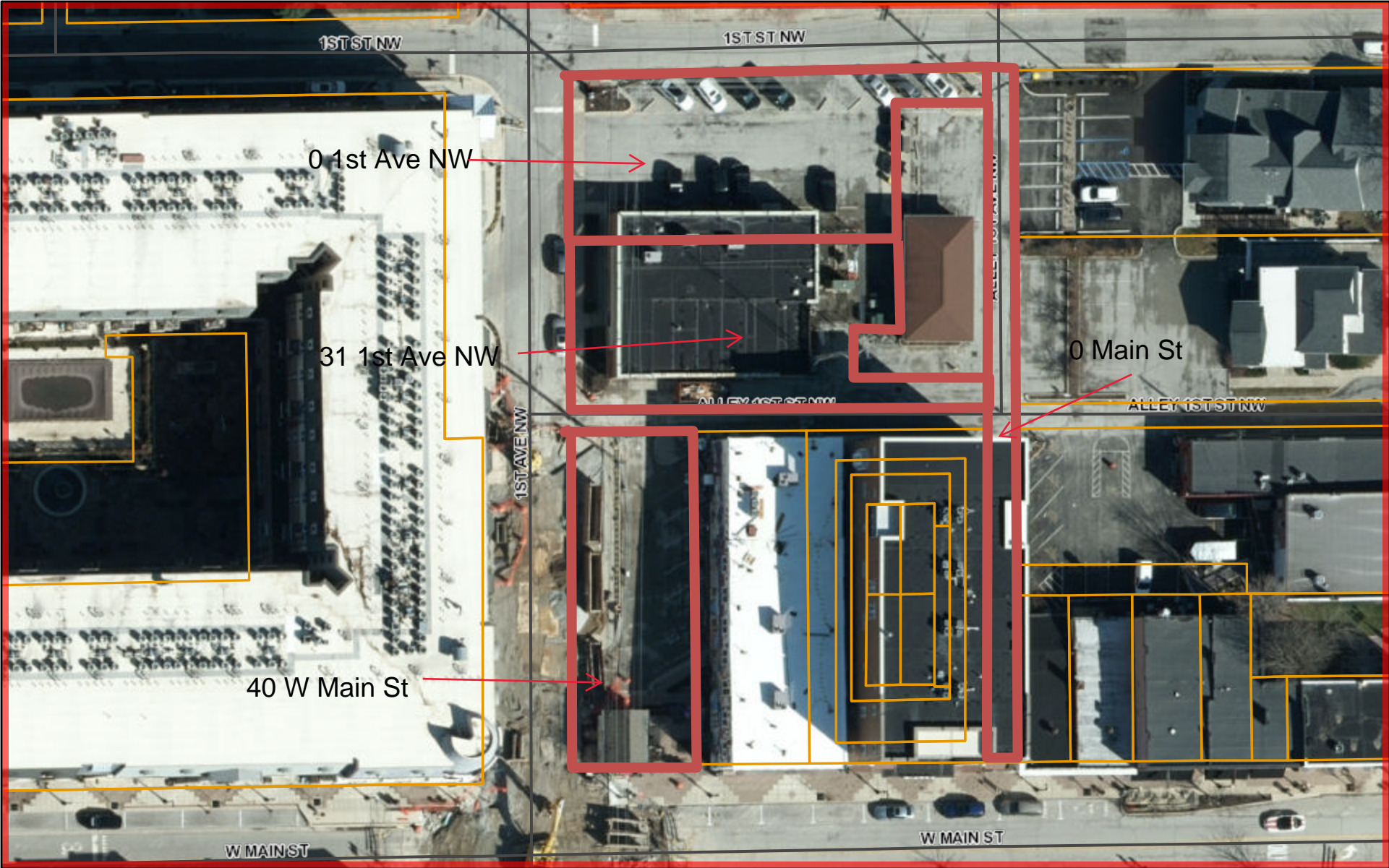
James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

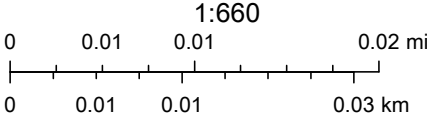
This Resolution was amended by Jon Oberlander, Corporation Counsel, on October 4, 2023 at 1:38 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency.

EXHIBIT A



October 4, 2023

2022 Photography



2 **ORDINANCE D-2688-23**

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 GRAMERCY 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 Gramercy 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, Buckingham Properties, LLC or an affiliate thereof (the “Company”),
17 desires to finance the design and construction of certain improvements described in Exhibit A
18 hereto which are, or will be, located in the Gramercy Economic Development Area (collectively,
19 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 taxable or
22 tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20__ (Gramercy
23 Development Partners, LLC Project)), in one or more series (with such different or additional
24 series designation determined to be necessary or appropriate) in an aggregate amount not to
25 exceed Fifty-Three Million Dollars (\$53,000,000) (the “Bonds”), under the Act and provide the
26 proceeds of such Bonds to the 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 Fifty-Three Million Dollars (\$53,000,000), shall (i) be executed at
63 or prior to the closing date by the manual or facsimile signatures of the Mayor and the
64 Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the
65 Bonds, mature on a date not later than twenty-five years after the date of the first draw of
66 principal on such series of the Bonds; (iv) bear interest at such rates as determined with
67 the purchaser thereof (the “Purchaser”) in an amount not to exceed eight percent (8.00%),
68 with such interest payable as provided in the Financing Agreements, and which interest
69 may be taxable or tax-exempt, as determined by the Mayor and the Controller of the City,
70 with the advice of the City’s bond counsel, prior to the issuance of the Bonds; (v) be
71 issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable
72 only in fully registered form; (vii) be subject to registration on the bond register as
73 provided in the Indenture; (viii) be payable in lawful money of the United States of
74 America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be
75 subject to optional redemption prior to maturity and subject to redemption as otherwise
76 provided in the Financing Agreements; (xi) be issued in one or more series; and (xii)
77 contain such other terms and provisions as may be provided in the Financing
78 Agreements.

79 (b) The Bonds and the interest thereon do not and shall never constitute an
80 indebtedness of, or a charge against the general credit or taxing power of, the City, but
81 shall be special and limited obligations of the City, payable solely from revenues and
82 other amounts derived from the Financing Agreements. Forms of the Financing
83 Agreements are before this meeting and are by this reference incorporated in this Bond
84 Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the
85 City, to insert them into the minutes of the Common Council and to keep them on file.

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

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

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

98 Section 8. Reimbursement from Bond Proceeds. The City hereby declares its
99 intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not
100 exceed \$53,000,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to
101 reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of
102 the sale of such Bonds.

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

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

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

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

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

126 **PASSED** by the Common Council of the City of Carmel, this ____ day of _____,
127 2023, by a vote of ____ ayes and ____ nays.

128 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

133 _____
134 Jeff Worrell, President

133 _____
134 Laura Campbell, Vice-President

136 _____
137 Kevin D. Rider

136 _____
137 Sue Finkam

139 _____
140 Tim Hannon

139 _____
140 Miles Nelson

142 _____
143 Tony Green

142 _____
143 Adam Aasen

145 _____
146 Teresa Ayers

148 ATTEST:

151 _____
152 Sue Wolfgang, Clerk

153 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
154 _____ 2023, at _____ .M.

157 _____
158 Sue Wolfgang, Clerk

162 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
163 _____ 2023, at _____ .M.

164
165 _____
166 James Brainard, Mayor

167
168 ATTEST:

169 _____
170 Sue Wolfgang, Clerk

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174
175 Prepared by: Bradley J. Bingham
176 Barnes & Thornburg LLP
177 11 South Meridian Street
178 Indianapolis, IN 46204
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EXHIBIT A

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DESCRIPTION OF THE PROJECTS

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All or any portion of the design and construction of a mixed use project which includes

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townhomes, condos, apartments, retail, structured parking, and related road improvements, storm

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water improvements, utility relocation costs, site development costs, and other infrastructure

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costs, all to be located along Kinzer Avenue, south of City Center Drive, and at 452, 502, and

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508 E. Carmel Drive, which will be added to the Gramercy Economic Development Area.

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DMS 40581668.2

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 _____ 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__ (Valentina 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, and the Bonds issued under the Indenture will be payable solely 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 _____ 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__ (Valentina 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 _____, 20__, 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 a mixed use project which includes townhomes, apartments, commercial space, structured parking, and related road improvements, storm water improvements, utility relocation costs, site development costs, and other infrastructure costs, all to be located at 988 3rd Ave SW (between 3rd Ave SW and the Monon, just south of the Tarkington garage and north of Gradle Drive), which are physically located in, or directly serving or benefiting, the Allocation Area.

“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, 20 __]. 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 ninety-five percent (95%) 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 20 ____
(VALENTINA 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 20___ (Valentina Project) in the aggregate principal amount of \$[XX,XXX,XXX] (“Series 20___ 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 20___ 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 20___ 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 20___ 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 20__ Bonds; and

WHEREAS, the Series 20__ 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 20__ Bond)
R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF CARMEL, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 20__
(VALENTINA 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 20__ 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 20__ 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 20__ 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 20__ 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 20__ Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 20_____ (Valentina Project) (hereinbefore and hereinafter the "Series 20__ Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$[XX,XXX,XXX]. The Series 20__ 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 20__ Bond will be payable on parity with all other Series 20__ Bonds.

The Series 20__ 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 20__ Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 20__ BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 20__ 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 20__ 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 20__ 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 20__ Bonds by, and that it has not been made aware of the offering of the Series 20__ 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 20__ 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 20__ Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 20__ 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 20__ Bonds, the tax status of the Series 20__ 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 20__ Bonds, the Indenture or the Financing Agreement. It understands that the projection of TIF Revenues prepared in connection with the issuance of the Series 20__ Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 20__ Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 20__ 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 20__ 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 20__ 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 20__ Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 20__ Bonds.

5. It understands that the sale or transfer of the Series 20__ 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 20__ Bonds, including the availability of the Trust Estate including the TIF Revenues to its satisfaction, and it understands that the Series 20__ 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 20__ 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 20__ 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 20__ Bond assents.

The Series 20__ 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 20__ 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 20__ 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 20__ 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 20__ Bonds shall be subject to redemption prior to maturity at the option of the Issuer 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 20__ Bonds are called for redemption as aforesaid, notice thereof identifying the Series 20__ 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 20__ 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 20__ Bond, shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

All Series 20__ 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 20__ Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 20__ Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 20__ Bond or Series 20__ 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 20__ 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 20__ 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 20__ Bond. The Series 20__ 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 20__ Bonds. No covenant or agreement contained in the Series 20__ 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 20__ Bonds shall be liable personally on the Series 20__ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__ Bonds.

The holder of this Series 20__ 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 20__ Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 20__ Bond have been duly authorized by the Issuer.

This Series 20__ 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 20__ 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 20__ Bond is one of the Series 20__ 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 20__ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 20__ 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 20__ Bond in every particular, without alteration or enlargement or any change whatever.

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

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.
MIN. ACT

_____ Custodian _____
(Cust.) (Minor)

under Uniform Transfers to Minors Act of

(State)

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

Exhibit A

<u>Maturity Date</u>	<u>Amount</u>
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Exhibit B

**SCHEDULE OF OUTSTANDING BALANCE OF
CITY OF CARMEL, INDIANA ECONOMIC DEVELOPMENT
REVENUE BOND, SERIES 20__
(VALENTINA 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 Trustee</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 20__ Bonds.

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

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

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 20__ 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 20__ 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 20__ Bonds and the documentation supporting the issuance of the Series 20__ 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 20__ 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 20__ Bonds means each February 1 and August 1, commencing _____ 1, 20__.

“Interest Period” has the meaning set forth in the form of Series 20__ 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 _____, 20__ 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 _____, 20__, 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 20__ Bonds” means the City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 20 _____ (Valentina 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, 20__]. 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 ninety-five percent (95%) 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 20__ Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 20__ 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 20__ Bonds. The Series 20__ Bonds shall be designated “City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, Series 20____ (Valentina Project).” The Series 20__ 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 20__ 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 20__ 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 20__ Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20____.

Principal on the Series 20__ Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 20__ 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 20__ Bond. The aggregate amount of advances made under this Series 20__ 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 20__ 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 20__ Bonds shall be in default, Series 20__ Bonds issued in exchange for Series 20__ Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 20__ Bonds or, if no interest has been paid on the Series 20__

Bonds, from the date of issuance and delivery of the Series 20__ Bonds. Series 20__ Bonds authenticated on or prior to _____ 15, 201__ shall bear interest from the date of delivery of the Series 20__ Bonds.

The Series 20__ 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 20__ Bonds shall be payable at the designated corporate trust office of the Trustee. All other payments on the Series 20__ Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 20__ 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 20__ Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 20__ Bonds in the aggregate principal amount of \$[XX,XXX,XXX]. The Trustee shall authenticate such Series 20__ 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 20__ Bonds.
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution adopted and approved by the Redevelopment Commission pledging the TIF Revenues to the payment of the Series 20__ 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 20__ 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 20__ 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 20__ 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 20__ BONDS PROCEEDS

Section 3.1. Deposit of Funds. The initial amount of principal drawn on the Series 20__ 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 20__ 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 20__ Bonds on the next February 1 or August 1 plus Annual Fees; (b) proceeds of the Series 20__ 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 20__ 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 20__ 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 20__ 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 first, to pay amounts due on the Series 20__ Bonds and amounts due on any obligations issued on a parity with the Series 20__ Bonds as to the pledge of Tax Increment (“Parity TIF Obligations”). Any remaining TIF Revenues shall be used as directed by the Issuer (i) to redeem or defease the Series 20__ Bonds in whole or in part, or (ii) for return to the Redevelopment Commission to be used 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 20__ Bonds that are not identified or are in addition to those identified in Exhibit B shall only be paid or reimbursed upon submission of a requisition signed by the Issuer and 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 20__ 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 20__ 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 20__ 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 20__ BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices.

(a) The Series 20__ Bonds are subject to optional redemption by the Issuer, prior to maturity, on any date, in whole or in part, in such order of maturity as the Issuer 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 20__ Bonds pursuant to Section 5.1(a) hereof, notice of the call for any such redemption identifying the Series 20__ Bonds, or portions of fully registered Series 20__ 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 20__ 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 20__ Bond numbers and called amounts of each Series 20__ 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 20__ Bond shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 20__ 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 20__ Bonds at the time outstanding are to be called for redemption, the maturities of Series 20__ 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 20__ Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Series 20__ Bonds or portions of Series 20__ Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 20__ Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 20__ 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 20__ 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 20__ Bond shall surrender such Series 20__ 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 20__ Bond or Series 20__ Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 20__ 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 20__ 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 20__ Bonds. If the owner of any Series 20__ 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 20__ Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 20__ 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 a mixed use project which includes townhomes, apartments, commercial space, structured parking, and related road improvements, storm water improvements, utility relocation costs, site development costs, and other infrastructure costs, all to be located at 988 3rd Ave SW (between 3rd Ave SW and the Monon, just south of the Tarkington garage and north of Gradle Drive), which are physically located in, or directly serving or benefiting, the _____ Allocation Area.

EXHIBIT B
COSTS OF ISSUANCE

2 **ORDINANCE D-2690-23**

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 VALENTINA 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 Valentina 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, Keystone Group, LLC or a single-purpose affiliate thereof (the
17 “Company”), desires to finance the design and construction of certain improvements described in
18 Exhibit A hereto which are, or will be, located in the City Center Redevelopment Area
19 (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 taxable or
22 tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20__ (Valentina
23 Project), in one or more series (with such different or additional series designation determined to
24 be necessary or appropriate) in an aggregate amount not to exceed Twenty-Three Million Dollars
25 (\$23,000,000) (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 Twenty-Three Million Dollars (\$23,000,000), shall (i) be executed
63 at or prior to the closing date by the manual or facsimile signatures of the Mayor and the
64 Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the
65 Bonds, mature on a date not later than twenty-five years after the date of the first draw of
66 principal on such series of the Bonds; (iv) bear interest at such rates as determined with
67 the purchaser thereof (the “Purchaser”) in an amount not to exceed eight percent (8.00%),
68 with such interest payable as provided in the Financing Agreements, and which interest
69 may be taxable or tax-exempt, as determined by the Mayor and the Controller of the City,
70 with the advice of the City’s bond counsel, prior to the issuance of the Bonds; (v) be
71 issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable
72 only in fully registered form; (vii) be subject to registration on the bond register as
73 provided in the Indenture; (viii) be payable in lawful money of the United States of
74 America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be
75 subject to optional redemption prior to maturity and subject to redemption as otherwise
76 provided in the Financing Agreements; (xi) be issued in one or more series; and (xii)
77 contain such other terms and provisions as may be provided in the Financing
78 Agreements.

79 (b) The Bonds and the interest thereon do not and shall never constitute an
80 indebtedness of, or a charge against the general credit or taxing power of, the City, but
81 shall be special and limited obligations of the City, payable solely from revenues and
82 other amounts derived from the Financing Agreements. Forms of the Financing
83 Agreements are before this meeting and are by this reference incorporated in this Bond
84 Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the
85 City, to insert them into the minutes of the Common Council and to keep them on file.

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

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

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

98 Section 8. Reimbursement from Bond Proceeds. The City hereby declares its
99 intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not
100 exceed \$23,000,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to
101 reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of
102 the sale of such Bonds.

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

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

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

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

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

126 **PASSED** by the Common Council of the City of Carmel, this ____ day of _____,
127 2023, by a vote of ____ ayes and ____ nays.

128 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

133 _____
134 Jeff Worrell, President

133 _____
134 Laura Campbell, Vice-President

136 _____
137 Kevin D. Rider

136 _____
137 Sue Finkam

139 _____
140 Tim Hannon

139 _____
140 Miles Nelson

142 _____
143 Tony Green

142 _____
143 Adam Aasen

145 _____
146 Teresa Ayers

148 ATTEST:

151 _____
152 Sue Wolfgang, Clerk

153 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
154 _____ 2023, at _____ .M.

157 _____
158 Sue Wolfgang, Clerk

162 Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of
163 _____ 2023, at _____ .M.

164
165 _____
166 James Brainard, Mayor
167

168 ATTEST:

169 _____
170 Sue Wolfgang, Clerk
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173
174

175 Prepared by: Bradley J. Bingham
176 Barnes & Thornburg LLP
177 11 South Meridian Street
178 Indianapolis, IN 46204
179

180

EXHIBIT A

181

DESCRIPTION OF THE PROJECTS

182

All or any portion of the design and construction of a mixed use project which includes

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townhomes, apartments, commercial space, structured parking, and related road improvements,

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storm water improvements, utility relocation costs, site development costs, and other

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infrastructure costs, all to be located at 988 3rd Ave SW (between 3rd Ave SW and the Monon,

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just south of the Tarkington garage and north of Gradle Drive), which will located in the City

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Center Redevelopment Area.

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DMS 40742654.1

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RESOLUTION CC-11-20-23-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA APPROVING CERTAIN MATTERS IN CONNECTION WITH THE INTEGRATED 126th STREET CORRIDOR ECONOMIC DEVELOPMENT AREA (AMENDED 126th STREET ALLOCATION AREA AND PROSCENIUM II ALLOCATION AREA)

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission removing parcels from the Amended 126th Street Allocation Area and resetting the base assessment date for the Proscenium II Allocation Area, both of which are located within the Integrated 126th Street Corridor Economic Development Area, and (2) a related Carmel Plan Commission resolution.

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 its Resolution No. 2023-25 on August 16, 2023 (the “CRC Resolution”), which (i) removed certain parcels described in Exhibit A to the CRC Resolution from the Amended 126th Street Allocation Area, which is located within the Integrated 126th Street Corridor Economic Development Area (the “Economic Development Area”), and (ii) changed the base assessment date for the Proscenium II Allocation Area, which is located within the Economic Development Area, to January 1, 2023; and

WHEREAS, the City of Carmel Plan Commission, on September 19, 2023, approved and adopted its Resolution No. PC-9-19-23-a (the “Plan Commission Order”) determining that the CRC Resolution conforms, and the economic development plan for the Economic Development Area (the “Plan”) continues to conform, to the plan of development for the City of Carmel, Indiana (the “City”), and approving the CRC Resolution and the Plan; 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 conforms to the plan of development for the City, and approves 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.

44 PASSED by the Common Council of the City of Carmel, this _____ day of _____, 2023,
45 by a vote of _____ ayes and _____ nays.

46
47 COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
48

49 _____
50 Jeff Worrell, President Laura Campbell, Vice-President

51 _____
52 _____
53 Kevin D. Rider Sue Finkam

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55 _____
56 Tim Hannon Miles Nelson

57 _____
58 _____
59 Tony Green Adam Aasen

60 _____
61 _____
62 Teresa Ayers

63
64 ATTEST:

65 _____
66 _____
67 Sue Wolfgang, Clerk

68
69 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
70 _____, 2023, at _____ .M.

71 _____
72 _____
73 Sue Wolfgang, Clerk

74
75 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
76 _____ 2023, at _____ .M.

77 _____
78 _____
79 James Brainard, Mayor

80
81 ATTEST:

82 _____
83 Sue Wolfgang, Clerk

84 Prepared by: Bradley J. Bingham
85 Barnes & Thornburg LLP
86 11 South Meridian Street
87 Indianapolis, IN 46204
88
89
90

RESOLUTION NO. 2023-25

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION FOR THE INTEGRATED 126TH
STREET CORRIDOR ECONOMIC DEVELOPMENT AREA
(AMENDED 126TH STREET ALLOCATION AREA AND
PROSCENIUM II ALLOCATION AREA)**

WHEREAS, the City of Carmel Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Carmel Redevelopment District (the “District”); and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “Declaratory Resolution”) which established and expanded an economic development area known as the “Integrated 126th Street Corridor Economic Development Area” (the “Economic Development Area”), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, one of which is known as the Amended 126th Street Allocation Area (the “Amended 126th Street Allocation Area”), and one of which is known as the Proscenium II Allocation Area (the “Proscenium II Allocation Area”), and approved a development plan for the Economic Development Area (the “Plan”) pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution to (i) remove the parcels described on Exhibit A attached hereto from the Amended 126th Street Allocation Area, and (ii) change the base assessment date for the Proscenium II Allocation Area to January 1, 2023 (such amendments, collectively, the “2023 Amendments”); and

WHEREAS, the 2023 Amendments and supporting data were reviewed and considered at this meeting, and the Commission now desires to approve the 2023 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 Amended 126th Street Allocation Area is hereby amended to remove the parcels listed in Exhibit A attached hereto. All parcels described in Exhibit A are hereby removed from the Amended 126th Street Allocation Area.
2. The base assessment date for the Proscenium II Allocation Area is hereby changed to January 1, 2023.
3. The public health and welfare will be benefited by accomplishment of the 2023 Amendments.
4. It will be of public utility and benefit to amend the Declaratory Resolution for the Development Area as provided in the 2023 Amendments and to continue to develop the Economic Development Area, including the Amended 126th Street Allocation Area and the Proscenium II Allocation Area, under the Act and the Plan.

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

6. The 2023 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

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

8. The 2023 Amendments are hereby in all respects approved.

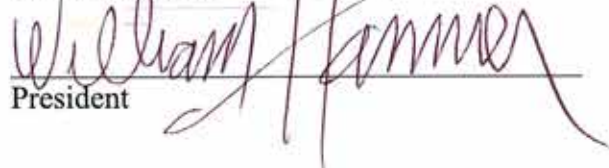
9. This Resolution, together with any supporting data, shall be submitted to the City of Carmel Plan Commission (the "Plan Commission") and the Common Council of the City (the "Council") as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing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

10. 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.

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

Adopted the 16th day of August, 2023.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President

Vice President


Secretary



Member

Member

EXHIBIT A

Parcel to be removed from the Amended 126th Street Allocation Area

The following parcels are removed from the Amended 126th Street Allocation Area and are shown in the shaded area on the map attached hereto:

PARCEL ID NUMBER:

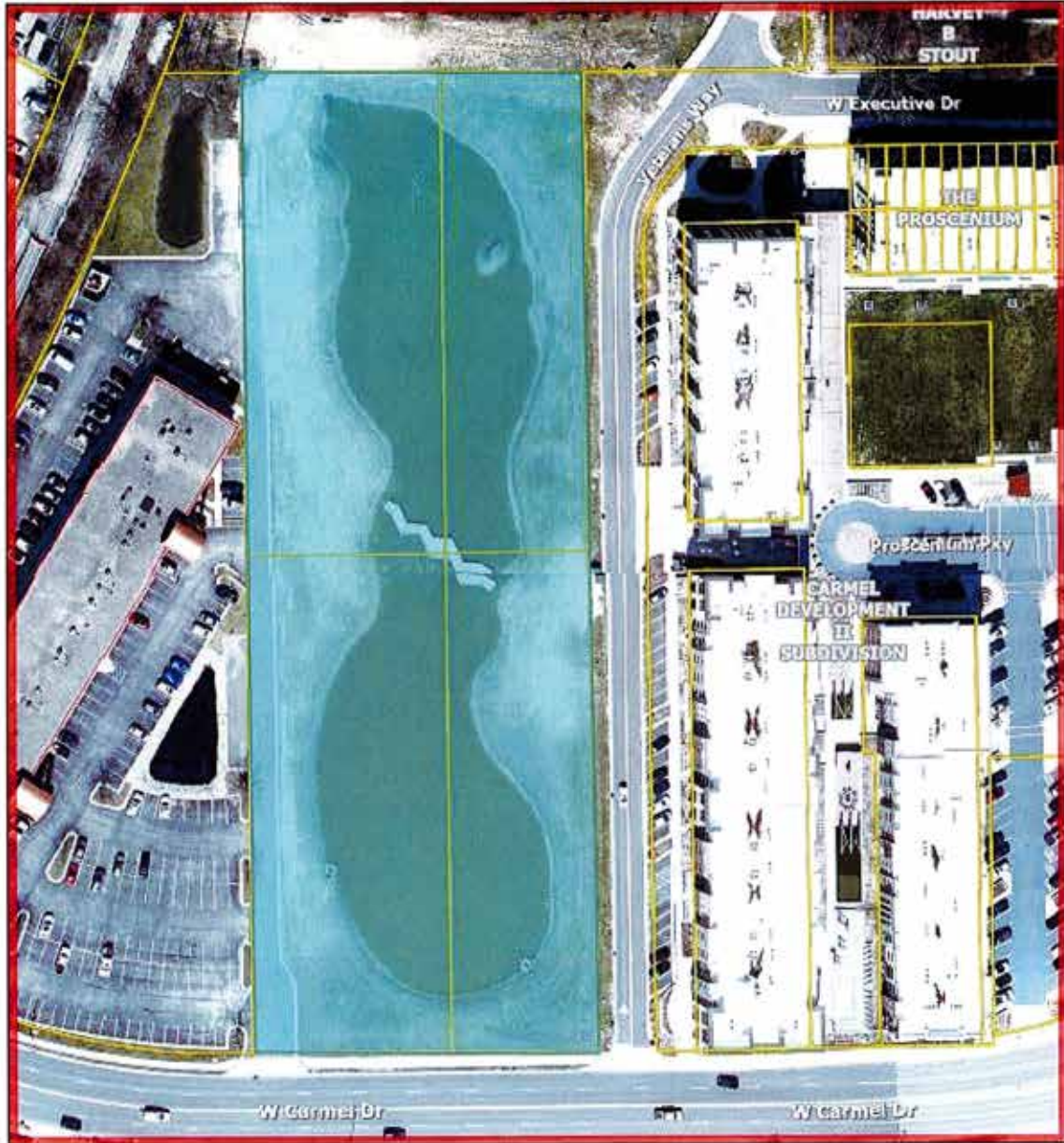
16-09-36-00-00-030.001

16-09-36-00-00-030.000

16-09-36-00-00-029.001

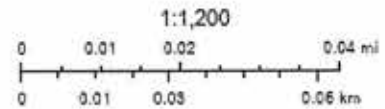
16-09-36-00-00-029.000

Parcels to be removed



August 11, 2023

- Minor Roads
- Major Roads
- Subdivisions
- Parcels



Hamilton County created this map. All rights reserved. All information is provided as is. Hamilton County does not warrant or guarantee the accuracy of the information provided hereon.

RESOLUTION NO. PC-9-19-23-a

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION
APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION AND
DEVELOPMENT PLAN FOR THE INTEGRATED 126TH STREET CORRIDOR
ECONOMIC DEVELOPMENT AREA**

WHEREAS, the City of Carmel 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 August 16, 2023, approved and adopted its Resolution No. 2023-25 (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the Integrated 126th Street Corridor Economic Development Area (the "Plan Supplement"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION, as follows:

1. The Resolution and the Plan Supplement conform to the plan of development for the City.
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 September, 2023.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

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RESOLUTION CC-11-20-23-02

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
APPROVING CERTAIN MATTERS IN CONNECTION WITH THE
NORTH ILLINOIS STREET ECONOMIC DEVELOPMENT AREA
(FRANCISCAN NORTH ALLOCATION AREA)

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission resetting the base assessment date for the Franciscan North Allocation Area within the North Illinois Street Economic Development Area, and (2) a related Carmel Plan Commission resolution.

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 its Resolution No. 2023-26 on August 16, 2023 (the “CRC Resolution”), to change the base assessment date for the Franciscan North Allocation Area (the “Allocation Area”), which is located within the North Illinois Street Economic Development Area (the “Economic Development Area”), to January 1, 2023; and

WHEREAS, the City of Carmel Plan Commission, on September 19, 2023, approved and adopted its Resolution No. PC-9-19-23-b (the “Plan Commission Order”) determining that the CRC Resolution conforms, and the economic development plan for the Economic Development Area (the “Plan”) continues to conform, to the plan of development for the City of Carmel, Indiana (the “City”), and approving the CRC Resolution and the Plan; 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 conforms to the plan of development for the City, and approves 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 _____, 2023,
42 by a vote of _____ ayes and _____ nays.

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44 COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA

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48 Jeff Worrell, President Laura Campbell, Vice-President

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51 Kevin D. Rider Sue Finkam

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54 Tim Hannon Miles Nelson

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57 Tony Green Adam Aasen

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59 _____
60 Teresa Ayers

61 ATTEST:
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64 Sue Wolfgang, Clerk

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66 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
67 _____, 2023, at _____ .M.

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69 _____
70 Sue Wolfgang, Clerk

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72 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
73 _____ 2023, at _____ .M.

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75 _____
76 James Brainard, Mayor

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78 ATTEST:

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81 Sue Wolfgang, Clerk

82 Prepared by: Bradley J. Bingham
83 Barnes & Thornburg LLP
84 11 South Meridian Street
85 Indianapolis, IN 46204

RESOLUTION NO. 2023-26

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION FOR THE NORTH ILLINOIS
STREET ECONOMIC DEVELOPMENT AREA
(FRANCISCAN NORTH ALLOCATION AREA)**

WHEREAS, the City of Carmel Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Carmel Redevelopment District (the “District”); and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “Declaratory Resolution”) which established and expanded an economic development area known as the “North Illinois Street Economic Development Area” (the “Economic Development Area”), designated certain portions thereof as allocation areas pursuant to Section 39 of the Act, one of which is known as the Franciscan North Allocation Area (the “Franciscan North Allocation Area”), and approved a development plan for the Economic Development Area (the “Plan”) pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution to change the base assessment date for the Franciscan North Allocation Area to January 1, 2023 (such amendment, the “2023 Amendment”); and

WHEREAS, the 2023 Amendment and supporting data were reviewed and considered at this meeting, and the Commission now desires to approve the 2023 Amendment.

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 base assessment date for the Franciscan North Allocation Area is hereby changed to January 1, 2023.
2. The public health and welfare will be benefited by accomplishment of the 2023 Amendment.
3. It will be of public utility and benefit to amend the Declaratory Resolution for the Development Area as provided in the 2023 Amendment and to continue to develop the Economic Development Area, including the Franciscan North Allocation Area, under the Act and the Plan.
4. The Declaratory Resolution, as amended by this Resolution, and the Plan continue to conform to the comprehensive plan of development for the City.
5. The 2023 Amendment is reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.
6. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

7. The 2023 Amendment is hereby in all respects approved.

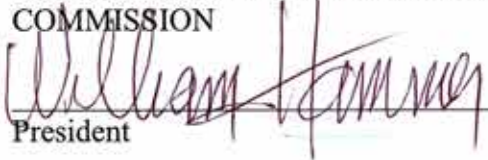
8. This Resolution, together with any supporting data, shall be submitted to the City of Carmel Plan Commission (the "Plan Commission") and the Common Council of the City (the "Council") as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing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

9. 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.

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

Adopted the 16th day of August, 2023.

CITY OF CARMEL REDEVELOPMENT
COMMISSION

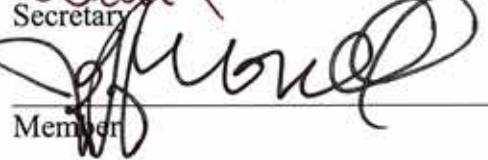


President

Vice President



Secretary



Member

Member

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RESOLUTION NO. PC-9-19-23-b

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION
APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION
AND DEVELOPMENT PLAN FOR THE NORTH ILLINOIS STREET ECONOMIC
DEVELOPMENT AREA (FRANCISCAN NORTH 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 August 16, 2023, approved and adopted its Resolution No. 2023-26 (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the North Illinois Street 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 19th day of September, 2023.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

RESOLUTION CC-11-20-23-03

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
APPROVING CERTAIN MATTERS IN CONNECTION WITH THE
MICHIGAN ROAD ECONOMIC DEVELOPMENT AREA

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission creating the Michigan Road Economic Development Area, designating the entirety thereof as a new allocation area known as the Michigan Road Allocation Area, and adopting an economic development plan for the Michigan Road Economic Development Area, and (2) a related Carmel Plan Commission resolution.

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 its Resolution No. 2022-3 on March 16, 2022 (the “CRC Resolution”), which (i) created a new economic development area known as the Michigan Road Economic Development Area (the “Economic Development Area”), (ii) designated the entirety of the Economic Development area as a new allocation known as the Michigan Road Allocation Area (the “Allocation Area”), and (iii) adopted an economic development plan for the Economic Development Area (the “Plan”); and

WHEREAS, the City of Carmel Plan Commission, on October 17, 2023, approved and adopted its Resolution No. PC-10-17-23-a (the “Plan Commission Order”) determining that the CRC Resolution and the Plan conform to the plan of development for the City of Carmel, Indiana (the “City”), and approving the CRC Resolution and the Plan; and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the CRC Resolution, the Plan, 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 and the Plan conform to the plan of development for the City, and approves the CRC Resolution, the Plan, and the Plan Commission Order.
2. Pursuant to Section 41(c) of the Act, the Common Council hereby approves the determination that the Economic Development Area is an economic development area pursuant to the Act.
3. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor as required by law.

47 **PASSED** by the Common Council of the City of Carmel, this _____ day of _____, 2023,
48 by a vote of _____ ayes and _____ nays.

49 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

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Jeff Worrell, President

Laura Campbell, Vice-President

Kevin D. Rider

Sue Finkam

Tim Hannon

Miles Nelson

Tony Green

Adam Aasen

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____, 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Prepared by: Bradley J. Bingham
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

RESOLUTION NO. 2022-3

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
DECLARING AN AREA IN THE CITY OF CARMEL, INDIANA, AS AN ECONOMIC
DEVELOPMENT AREA AND APPROVING AN ECONOMIC DEVELOPMENT PLAN
FOR SAID AREA**

WHEREAS, the Carmel Redevelopment Commission (the “Commission”), as the governing body of the City of Carmel Redevelopment District (the “District”), pursuant to Indiana Code 36-7-14, as amended (the “Act”), has thoroughly studied that area of the City of Carmel, Indiana (the “City”), as described on Exhibit A attached hereto and hereby designated as the “Michigan Road Economic Development Area” (the “Economic Development Area”); and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the Economic Development Area, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, economic development or redevelopment of the Economic Development Area, and the parts of the Economic Development Area that are to be devoted to public ways, sewerage and other public purposes under the Plan (as defined below); and

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

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission an economic development plan for the Economic Development Area entitled “Economic Development Plan for the Michigan Road Economic Development Area” (the “Plan”); and

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

WHEREAS, Section 39 of the Act permits the creation 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, Sections 41 and 43 of the Act permit the creation of “Economic Development Areas” and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in an area needing redevelopment or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, the Commission deems it advisable to apply the provisions of said Sections 39, 41, and 43 of the Act to the Plan and financing of the Plan.

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

1. The Plan for the Economic Development Area promotes significant opportunities for the gainful employment of the citizens of the City, will assist in attracting major new business

enterprises to the City, may result in the retention or expansion of significant business enterprises existing in the City, and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting the 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 Plan for the Economic Development 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 improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions, including without limitation the cost of the projects contemplated by the Plan and the necessity for requiring the proper use of land so as to best serve the interests of the City and its citizens.

3. The public health and welfare will be benefited by accomplishment of the Plan for the Economic Development Area.

4. The accomplishment of the Plan for the Economic Development 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.

5. The Plan for the Economic Development Area conforms to other development and redevelopment plans for the City.

6. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.

7. Except as otherwise set forth in the Plan, the Plan does not contemplate the acquisition of property as a part of the economic development strategy, and the Commission does not at this time propose to acquire any specific parcels of land or interests in land within the boundaries of the Economic Development Area. If the Commission proposes to acquire specific parcels of land, the required procedures for amending the Plan under the Act will be followed, including notice by publication, notice to affected property owners and a public hearing.

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

9. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting.

10. The Economic Development Area is hereby designated as an “Economic Development Area” under Section 41 of the Act.

11. The entire Economic Development Area is hereby designated as an “allocation area” pursuant to Section 39 of the Act for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Section. Any property taxes 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 said allocation area that 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.

12. Said allocation area is hereby designated as the “Michigan Road Allocation Area” (the “Allocation Area”), and said allocation fund is hereby designated as the “Michigan Road Allocation Fund” (the “Allocation Fund”). The base assessment date for the Allocation Area shall be January 1, 2022. This allocation provisions herein relating to the Allocation Area shall expire on the later of 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 Michigan Road Allocation Area.

13. Based on a study of the Economic Development Area, the specific findings set forth in the Plan, and information provided by prospective developers related thereto, the Commission hereby specifically finds that the adoption of the allocation provision as provided herein will result in new property taxes in the Economic Development Area that would not have been generated but for the adoption of the allocation provision.

14. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance and the Hamilton County Auditor in connection with the creation of the Allocation Area.

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

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

17. This resolution shall take effect immediately upon its adoption by the Commission.

Adopted the 16th day of March, 2022.


CITY OF CARMEL REDEVELOPMENT
COMMISSION



President



Vice President

Secretary


Member

Member

EXHIBIT A

**Description of the Michigan Road Economic Development Area
and Michigan Road Allocation Area**

The Michigan Road Economic Development Area and Michigan Road Allocation Area consists of the following parcel, as shown on the map attached hereto:

PARCEL ID NUMBERS:

17-13-06-00-00-034.000

Michigan Road allocation area



March 1, 2022

 Parcels

City of Carmel Redevelopment Commission

Economic Development Plan for the Michigan Road Economic Development Area Dated: March 16, 2022

PURPOSE AND INTRODUCTION

The City of Carmel Redevelopment Commission (the “**Commission**”), the governing body of the Department of Redevelopment and the Redevelopment District (the “**District**”) of City of Carmel, Indiana (the “**City**”), proposes to designate and declare an economic development area within the City to be known as the “Michigan Road Economic Development Area” (the “**Area**”) and proposes to designate the entire Area as an allocation area to be known as the “Michigan Road Allocation Area” (the “**Allocation Area**”). This document is the plan for the Area (the “**Plan**”), provided that this Plan may be amended in the future as provided in Indiana Code 36-7-14, as amended from time to time (the “**Act**”) and in this Plan.

Pursuant to Sections 15 and 16 of the Act, the Plan must be approved by the Commission, the City Plan Commission and the Common Council of the City. Upon such approvals, the Commission will hold a public hearing on the Plan as required under Section 17 of the Act, before confirming (or modifying and confirming) the designation of the Area and the approval of the Plan.

PROJECT OBJECTIVES

The purposes of the Plan are to benefit the public health, safety, morals and welfare of the citizens of the City; increase the economic well-being of the City and the State of Indiana; and serve to protect and increase property values in the City and the State of Indiana. The Plan is designed to (i) promote significant opportunities for the gainful employment of citizens of the City, (ii) assist in the attraction of major new business enterprises to the City, (iii) retain and expand significant business enterprises existing in the City, (iv) provide for local public improvements in the Area, (v) retain and attract permanent jobs, (vi) increase the property tax base, and (vii) improve the diversity of the economic base of the City. Providing high quality housing options will help accomplish these objectives.

DESCRIPTION OF AREA

The Area is bounded as follows: A map identifying the parcels comprising the Area is attached to this Plan as Exhibit A hereto.

DESCRIPTION OF PROJECTS

In order to accomplish the Plan, the Commission currently estimates that it will proceed to carry out the design, acquisition, construction, installation, equipping and improvement projects in, serving or benefitting the Area which are necessary to facilitate the orderly development in the Area, including, but not limited to, needed public infrastructure and site improvements (collectively, the “**Projects**”).

ESTIMATED COSTS OF THE PROJECTS

Because the Commission does not intend to acquire any interests in real property for the Project at this time, the Commission will not incur any costs of acquisition. However, the Commission will incur certain costs in connection with the development of the Projects. The estimated cost of the Projects is approximately \$50,000. The Commission anticipates paying for such Projects with tax increment revenues derived from the Allocation Area.

ACQUISITION OF PROPERTY

In connection with the accomplishment of the Plan, the Commission has no present plans to acquire any interests in real property. In the event the Commission determines to acquire any interests in real property in the future, it shall follow procedures set forth in Section 19 of the Act. The Commission may not exercise the power of eminent domain.

DISPOSAL OF PROPERTY

The Redevelopment Commission may dispose of any real property acquired in the future by sale or lease to the public pursuant to procedures set forth in Section 22 of the Act.

STATUTORY FINDINGS OF FACT

A. The Plan for the Area addresses the statutory requirements under Section 41(b) of the Act, as evidenced by the following findings of fact:

1. The Plan for the Area promotes significant opportunities for the gainful employment of the citizens of the City, attracts new business enterprise to the City, retains or expands a business enterprise existing in the City, or meets other purposes of Sections 2.5, 41 and 43 of the Act.

The Plan will improve the City's infrastructure and aesthetics and foster additional economic development in and serving the Area. In addition, the Plan will provide and improve the City's housing options and thereby foster additional economic development in and serving the Area. These housing options are designed to attract new commercial development in the vicinity of the Area. These new business enterprises will provide opportunities for employment for the citizens of the City.

2. The Plan for the 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 a lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land, or other similar conditions.

The Commission's contribution of the Projects will pave the way for future growth and development in and serving the Area. The implementation of the Plan will also provide greater accessibility and walkability for residents and commercial entities in the Area.

3. The public health and welfare will be benefited by accomplishment of the Plan for the Area.

By creating new opportunities for employment and high quality housing, implementation of the Plan will benefit the public health and welfare for the citizens of the City. Additionally, new or expanded industry and other development will contribute to the overall health of the City by increasing and the diversifying the tax base. The development of trails and pathways through the Area further aids in the public health and welfare of the City.

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

The Projects contemplated by the Plan will be of public utility and benefit by putting in place infrastructure and/or other incentives to support future development, thereby retaining or creating new jobs, maintaining the property tax base and allowing for further economic development and improved diversity of the economic base of the City.

5. The Plan for the Area conforms to other development and redevelopment plans for the City, if any.

The Plan conforms with the intended plan of development for the area as prescribed by the City of Carmel Plan Commission. The Plan does not provide for any change in use of the property in the Area, but rather better utilization of the Area for the purposes currently contemplated by the intended plan of development for the City.

B. The Plan for the Area addresses the statutory requirements under Section 39(b) of the Act, as follows:

The adoption of the allocation provisions for the Allocation Area will result in new property taxes in the Area that would not have been generated but for the adoption of the allocation provision. After discussing the development of the Area with various stakeholders, the Commission finds that the ability to maintain and attract new business by providing high quality housing would not occur but for the availability of tax increment revenues to finance the Projects as contemplated by this Plan.

AMENDMENT OF THE PLAN

This Plan may be amended by following the procedures described in Sections 15 through 17.5 of the Act.

EXHIBIT A

MAP AND DESCRIPTION OF AREA

Attached hereto is a map describing the parcel comprising the Area.

PARCEL ID NUMBERS:

17-13-06-00-00-034.000

Michigan Road allocation area



March 1, 2022

 Parcels

RESOLUTION NO. PC-10-17-23-a

RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION DETERMINING THAT A RESOLUTION AND AN ECONOMIC DEVELOPMENT PLAN APPROVED AND ADOPTED BY THE CITY OF CARMEL REDEVELOPMENT COMMISSION CONFORM TO THE PLAN OF DEVELOPMENT FOR THE CITY OF CARMEL AND APPROVING THE RESOLUTION AND PLAN (MICHIGAN ROAD 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 16, 2022, adopted Resolution No. 2022-3 (the "Declaratory Resolution") designating an area known as the Michigan Road Economic Development Area (the "Economic Development Area") as an economic development area pursuant to Section 41 of IC 36-7-14 (the "Act") and approving an economic development plan for the Economic Development Area (the "Plan"); and

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution and the Plan to the Plan Commission for approval pursuant to the provisions of Section 16 of the Act; and

WHEREAS, in determining the location and extent of the Economic Development Area, the Plan Commission has determined that no residents of the City of Carmel will be displaced by the proposed development thereof; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION, THAT:

1. The Plan Commission hereby finds and determines that the Declaratory Resolution and the Plan for the Economic Development Area conform to the plan of development for the City.
2. The Declaratory Resolution and the Plan for the Economic Development Area are hereby approved.
3. This Resolution hereby constitutes the written order of the Plan Commission approving the Declaratory Resolution and the Plan for the Economic Development Area pursuant to Section 16 of the Act.

4. The Secretary is hereby directed to file a copy of the Declaratory Resolution and the Plan for the Economic Development Area with the minutes of this meeting.

SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 17th day of October, 2023.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

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RESOLUTION CC-11-20-23-04

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

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission creating a new allocation area, known as the Star Allocation Area, within the Old Meridian Economic Development Area and adopting a supplement to the economic development plan for the Old Meridian Economic Development Area, and (2) a related Carmel Plan Commission resolution.

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 its Resolution No. 2020-26 on July 15, 2020 (the “CRC Resolution”), which (i) removed an area described in Exhibit A to the CRC Resolution (the “Area”) from the Old Meridian Expansion Allocation Area, which is located within the Old Meridian Economic Development Area (the “Economic Development Area”), (ii) designated all of the Area as a separate allocation area within the Economic Development Area known as the Star Allocation Area, and (iii) adopted a supplement to the economic development plan for the Economic Development Area (the “Plan Supplement”); and

WHEREAS, the City of Carmel Plan Commission, on August 18, 2020, approved and adopted its Resolution No. PC-8-18-2020-a (the “Plan Commission Order”) determining that the CRC Resolution and Plan Supplement conform to the plan of development for the City of Carmel, Indiana (the “City”), and approving the CRC Resolution and the Plan Supplement; and

WHEREAS, pursuant to Section 16(b) of the Act, the Redevelopment Commission has submitted the CRC Resolution, the Plan Supplement, 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 and the Plan Supplement conform to the plan of development for the City, and approves the CRC Resolution, the Plan Supplement, 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.

44 **PASSED** by the Common Council of the City of Carmel, this _____ day of _____, 2023,
45 by a vote of _____ ayes and _____ nays.

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47 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**
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49 _____
50 Jeff Worrell, President

Laura Campbell, Vice-President

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53 Kevin D. Rider

Sue Finkam

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56 Tim Hannon

Miles Nelson

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59 Tony Green

Adam Aasen

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62 Teresa Ayers

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64 **ATTEST:**

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66 _____
67 Sue Wolfgang, Clerk

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69 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
70 _____, 2023, at _____ .M.

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72 _____
73 Sue Wolfgang, Clerk

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75 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
76 _____ 2023, at _____ .M.

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78 _____
79 James Brainard, Mayor

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81 **ATTEST:**

82 _____
83 Sue Wolfgang, Clerk

84 Prepared by: Bradley J. Bingham
85 Barnes & Thornburg LLP
86 11 South Meridian Street
87 Indianapolis, IN 46204
88
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RESOLUTION NO. 2020-26

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE DEVELOPMENT PLAN
FOR THE OLD MERIDIAN 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 Meridian 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 "Old Meridian Expansion 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 Old Meridian Expansion Allocation Area, (2) 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 Star Allocation Area (the "Star Allocation Area"), and (3) adopt a supplement to the Development Plan attached hereto as Exhibit B (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 Star 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 Star Allocation Area, as under the Act.

5. The accomplishment of the 2020 Plan Supplement for the Star 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 Star 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 Old Meridian Expansion Allocation Area, and is hereby designated as a separate “allocation area” pursuant to Section 39 of the Act to be known as the “Star 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 Star Allocation Area hereby designated as the “Star 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 Star Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Star 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 Star 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 Star 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 Star 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 15th day of July, 2020.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President



Vice President



Secretary



Member

Member

EXHIBIT A

Parcel to be removed from the Old Meridian Expansion Allocation Area and designated as the Star Allocation Area

The following parcel is removed from the Old Meridian Expansion Allocation Area and designated as the Star Allocation Area, and is shown on the map attached hereto:

PARCEL ID NUMBER:

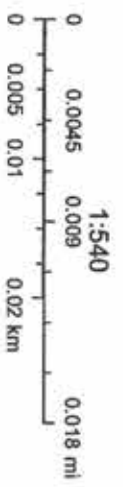
16-09-25-03-01-006.000

Exhibit A - Star Allocation Area map



July 10, 2020

Parcel Boundary (public)



Hamilton County compiled this map. Although strict accuracy standards have been employed, Hamilton County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission.

Author: Hamilton County

EXHIBIT B

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, including but not limited to storm water improvements, utilities relocation, general site improvements and structured parking costs, estimated to cost at least \$50,000. The projects support a mixed use project development in the Development Area consisting of office, parking and residential uses. The Commission anticipates capturing tax increment revenues from the Star Allocation Area and applying such tax increment revenues either directly or through bonding to the costs of the projects.

Based on representations of the developer of the mixed use project, the Commission has determined that the full development of the Star Allocation Area will not proceed as planned without the contribution of tax increment revenues to be derived from the Star Allocation Area to the projects described above.

RESOLUTION NO. PC-8-18-2020-a

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION
APPROVING AMENDMENTS TO THE DECLARATORY RESOLUTION AND
DEVELOPMENT PLAN FOR THE OLD MERIDIAN 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 July 15, 2020, approved and adopted its Resolution No. 2020-26 (the "Resolution") approving certain amendments to the declaratory resolution and development plan for the Old Meridian 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.

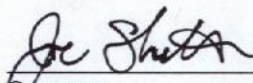
SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 18th day of August, 2020.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

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RESOLUTION CC-11-20-23-05

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA
APPROVING CERTAIN MATTERS IN CONNECTION WITH THE 111 PENN
REDEVELOPMENT AREA (PENN 111 ALLOCATION AREAS)

Synopsis:

Resolution approves (1) a resolution of the Carmel Redevelopment Commission designating twelve separate allocation areas within the 111 Penn Redevelopment Area and adopting a supplement to the redevelopment plan for the 111 Penn Redevelopment Area, and (2) a related Carmel Plan Commission resolution.

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 its Resolution No. 2023-32 on October 5, 2023 (the “CRC Resolution”), which amended the previously declared 111 Penn Redevelopment Area (the “Redevelopment Area”) by (1) designating twelve (12) areas within the Redevelopment Area, as described in Exhibit A to the CRC Resolution, as separate allocation areas to be denoted and separately identified as described in Exhibit B to the CRC Resolution, and (2) approving a supplement to the redevelopment plan for the Redevelopment Area (the “Plan Supplement”); and

WHEREAS, the City of Carmel Plan Commission, on October 17, 2023, approved and adopted its Resolution No. PC-10-17-23-b (the “Plan Commission Order”) determining that the CRC Resolution and the Plan Supplement conform to the plan of development for the City of Carmel, Indiana (the “City”), and approving the CRC Resolution and the Plan Supplement; and

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

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 determines that the CRC Resolution and the Plan Supplement conform to the plan of development for the City, and approves the CRC Resolution, the Plan Supplement, and the Plan Commission Order.
2. This Resolution shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as required by law.

43 PASSED by the Common Council of the City of Carmel, this _____ day of _____, 2023,
44 by a vote of _____ ayes and _____ nays.

45 **COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA**

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Jeff Worrell, President

Laura Campbell, Vice-President

Kevin D. Rider

Sue Finkam

Tim Hannon

Miles Nelson

Tony Green

Adam Aasen

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
_____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Prepared by: Bradley J. Bingham
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

RESOLUTION NO. 2023-32

**RESOLUTION OF THE CITY OF CARMEL REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE REDEVELOPMENT
PLAN FOR THE 111 PENN 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 a redevelopment project area known as the “111 Penn Redevelopment Area” (the “Redevelopment Area”), and approved a redevelopment plan for the Redevelopment Area (the “Plan”) pursuant to the Act; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan in order to (i) designate the each of the twelve (12) areas described on Exhibit A attached hereto as a separate allocation area pursuant to Section 39 of the Act to be denoted and separately identified as described on Exhibit B hereto (each, an “Allocation Area” and, collectively, the “Allocation Areas”), and (ii) adopt a supplement to the Plan attached hereto as Exhibit C (the “2023 Plan Supplement”) (such amendments, collectively, the “2023 Amendments”); and

WHEREAS, the 2023 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, the Commission deems it advisable to apply the provisions of said Section 39 of the Act to the 2023 Amendments; and

WHEREAS, the Commission now desires to approve the 2023 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 each of the Allocation Areas, 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 Commission hereby finds that the 2023 Plan Supplement for the Redevelopment Area, including the Allocation Areas, 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 Commission finds that the public health and welfare will be benefited by accomplishment of the 2023 Amendments.

4. The Commission finds that the 2023 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution, the Plan and the purposes of the Act.

5. The Commission finds that the Declaratory Resolution and the Plan, as amended by 2023 Amendments, conform to the comprehensive plan of development for the City.

6. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan, as provided in the 2023 Amendments, and to continue to develop the Redevelopment Area, including the Allocation Areas, under the Act.

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

8. 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 Plan and the 2023 Plan Supplement.

9. The Commission finds that no residents of the Redevelopment Area will be displaced by any project resulting from the Plan, as amended by the 2023 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

10. The 2023 Amendments are hereby in all respects approved.

11. Each of the twelve (12) areas described in Exhibit A is hereby designated as a separate "allocation area" pursuant to Section 39 of the Act, to be denoted and separately identified as described on Exhibit B hereto, 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 each of the Allocation Areas 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 separate allocation funds for the each of the Allocation Areas as denoted and separately identified as described on Exhibit B hereto 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 funds 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.

12. The foregoing allocation provision shall apply separately to each of the Allocation Areas. The Commission hereby finds that the adoption of these allocation provisions will result in new property taxes in each of the Allocation Areas that would not have been generated but for the adoption of the allocation provisions, as specifically evidenced by the findings set forth in Exhibit C. The base assessment date for each of the Allocation Areas is January 1, 2023.

13. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and the allocation provision herein relating to each 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 such Allocation Area. For the avoidance of doubt, it is to be understood that the twenty-five (25) years expiration date shall be applied independently and separately for each Allocation Area.


14. 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.

15. 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.

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

Adopted the 5th day of October, 2023.

CITY OF CARMEL REDEVELOPMENT
COMMISSION



President



Vice President



Secretary

Member

Member

EXHIBIT A

Map of the Allocation Areas

The map set forth below shows the approximate location of the separate Allocation Areas described in Exhibit B hereto. The parcel identification numbers for each of the Allocation Areas shall be determined and provided to the Hamilton County Auditor's office before January 1, 2024.

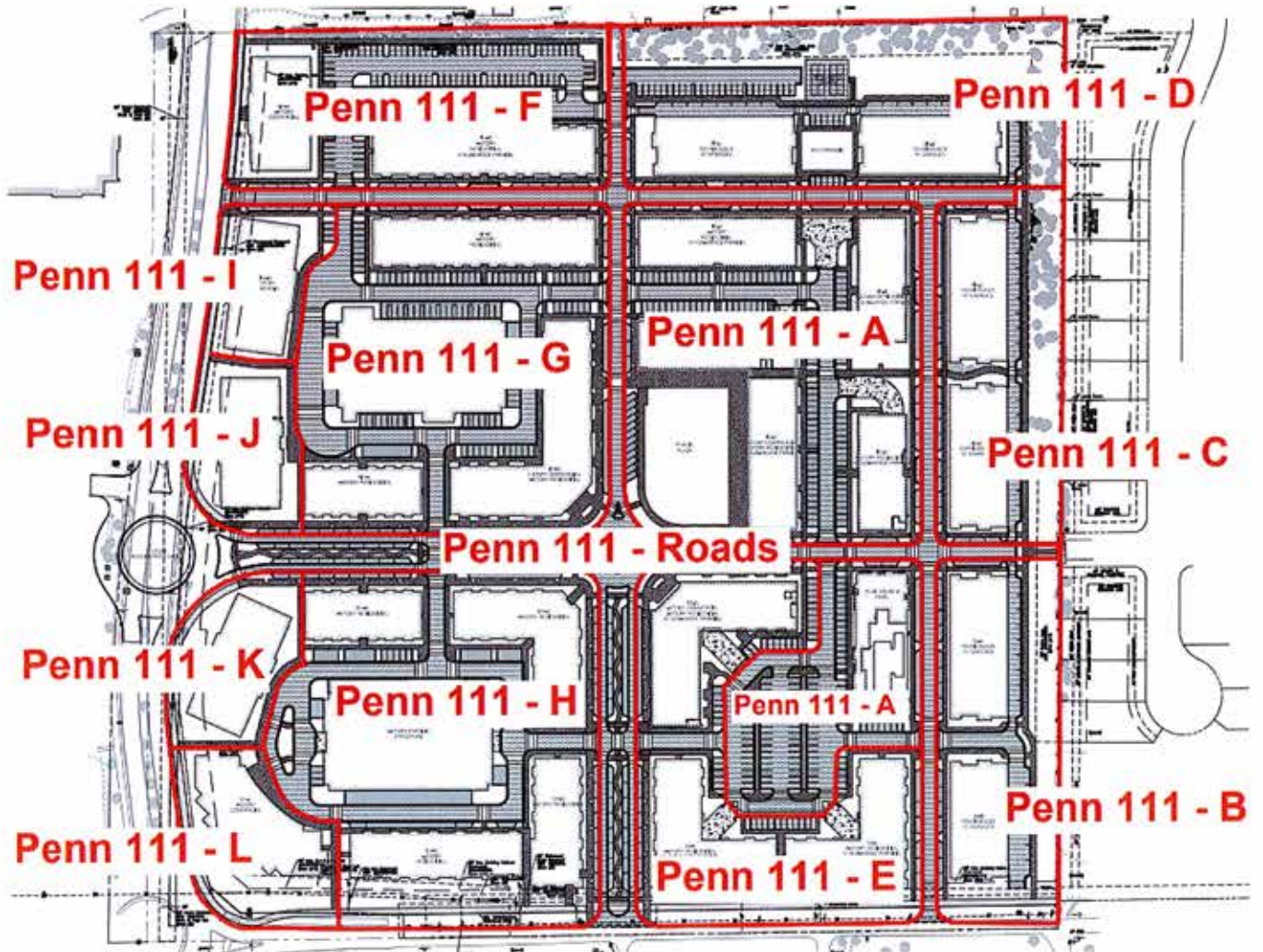


EXHIBIT B

List of Allocation Areas and Allocation Funds

<u>Allocation Area</u>	<u>Allocation Fund</u>
Penn 111 – A Allocation Area	Penn 111 – A Allocation Area Fund
Penn 111 – B Allocation Area	Penn 111 – B Allocation Area Fund
Penn 111 – C Allocation Area	Penn 111 – C Allocation Area Fund
Penn 111 – D Allocation Area	Penn 111 – D Allocation Area Fund
Penn 111 – E Allocation Area	Penn 111 – E Allocation Area Fund
Penn 111 – F Allocation Area	Penn 111 – F Allocation Area Fund
Penn 111 – G Allocation Area	Penn 111 – G Allocation Area Fund
Penn 111 – H Allocation Area	Penn 111 – H Allocation Area Fund
Penn 111 – I Allocation Area	Penn 111 – I Allocation Area Fund
Penn 111 – J Allocation Area	Penn 111 – J Allocation Area Fund
Penn 111 – K Allocation Area	Penn 111 – K Allocation Area Fund
Penn 111 – L Allocation Area	Penn 111 – L Allocation Area Fund

EXHIBIT C

2023 Plan Supplement

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

All or any portion of the design, acquisition, construction, installation and equipping of projects and improvement in, or serving or benefitting the Allocation Areas, including, but not limited to, select site improvements, storm water improvements, utility improvements and relocations, road, roundabout and sidewalk improvements, structured and surface parking, and related infrastructure improvements. The estimated cost to the Commission of contributing toward these improvements is at least \$50,000,000. The projects will support one or more mixed-use development projects in the Allocation Areas, consisting of multifamily, for-sale residential, commercial office and retail space, parking structures, a central plaza and related infrastructure work. The Commission anticipates capturing tax increment revenues from all or any combination of the Allocation Areas and applying such tax increment revenues, either directly or through bonding, to the costs of the infrastructure projects.

Based on representations of the developer of the mixed-use development, the Commission has determined that the full development of the Allocation Areas will not proceed as planned without the contribution of tax increment revenues to be derived from the Allocation Areas to the projects described above.

RESOLUTION NO. PC-10-17-23-b

**RESOLUTION OF THE CITY OF CARMEL PLAN COMMISSION APPROVING
AMENDMENTS TO THE DECLARATORY RESOLUTION AND REDEVELOPMENT
PLAN FOR THE 111 PENN 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 5, 2023, adopted Resolution No. 2023-32 (the "Resolution") approving certain amendments to the declaratory resolution and redevelopment plan for the 111 Penn Redevelopment Area; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION, as follows:

1. The Plan Commission hereby finds and determines that the Resolution conforms to the plan of development for the City.
2. The Plan Commission hereby approves the Resolution. This Resolution hereby constitutes the written order of the Plan Commission approving the Resolution pursuant to Indiana Code § 36-7-14-16.
3. The Secretary of this Plan Commission is hereby directed to file a copy of the Resolution with the minutes of this meeting.

SO RESOLVED BY THE CITY OF CARMEL PLAN COMMISSION this 17th day of October, 2023.

CITY OF CARMEL PLAN COMMISSION



President

ATTEST:



Secretary

RESOLUTION CC 11-20-23-08

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
APPROVING A TRANSFER OF FUNDS WITHIN THE 2023 MOTOR VEHICLE HIGHWAY FUND
STREET DEPARTMENT BUDGET**

Synopsis: Transfers \$1,026,900 from various line items to the Other Contracted Services line item within the 2023 Motor Vehicle Highway Fund Street Department budget.

WHEREAS, the sum of One Million Twenty Six Thousand Nine Hundred Dollars (\$1,026,900.00) is needed to pay for expenses incurred within the Other Contracted Services line item in the 2023 Motor Vehicle Highway Fund Street Department budget; and

WHEREAS, the 2023 Motor Vehicle Highway Fund Street Department budget has excess funds in the amount of One Million Twenty Six Thousand Nine Hundred Dollars (\$1,026,900.00) in the following line items:

- Street Department (#2201): Line Item 4122000 - City’s Share of H-Ins \$400,000.00
- Street Department (#2201): Line Item 4350060 – Traffic Light Repairs \$44,000.00
- Street Department (#2201): Line Item 4350080 – Street Light Repairs \$70,000.00
- Street Department (#2201): Line Item 4350100 – Building Repairs & Maint \$30,000.00
- Street Department (#2201): Line Item 4350200 – Street Repaving \$205,000.00
- Street Department (#2201): Line Item 4350300 – Street Striping \$14,000.00
- Street Department (#2201): Line Item 4466100 – Street Lights \$39,000.00
- Street Department (#2201): Line Item 4467000 – Other Equipment \$50,000.00
- Street Department (#2201): Line Item 4467099 – Other Equipment \$174,900.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2023 Motor Vehicle Highway Fund Street Department budget as follows:

- Street Department (#2201): Line Item 4122000 - City’s Share of H-Ins \$400,000.00
- Street Department (#2201): Line Item 4350060 – Traffic Light Repairs \$44,000.00
- Street Department (#2201): Line Item 4350080 – Street Light Repairs \$70,000.00
- Street Department (#2201): Line Item 4350100 – Building Repairs & Maint \$30,000.00
- Street Department (#2201): Line Item 4350200 – Street Repaving \$205,000.00
- Street Department (#2201): Line Item 4350300 – Street Striping \$14,000.00
- Street Department (#2201): Line Item 4466100 – Street Lights \$39,000.00
- Street Department (#2201): Line Item 4467000 – Other Equipment \$50,000.00
- Street Department (#2201): Line Item 4467099 – Other Equipment \$174,900.00

INTO

Street Department (#2201): Line Item 4350900 – Other Cont Services \$1,026,900.00

Resolution CC 11-20-23-08

Page One of Two

SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this ____ day of

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 9, 2023 at 12:56 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

_____, 2023 by a vote of _____ ayes and _____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this _____ day of _____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this _____ day of _____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Resolution CC 11-20-23-08

Page Two of Two

RESOLUTION CC 11-20-23-09

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, APPROVING A TRANSFER OF FUNDS WITHIN THE 2023
INFORMATION & COMMUNICATION SYSTEMS (ICS) DEPARTMENT BUDGET**

Synopsis: Transfers \$100,400.00 to cover expenses incurred in various line items within the 2023 Information & Communication Systems Department (ICS) Budget.

WHEREAS, the sum of One Hundred Thousand Four Hundred Dollars (\$100,400.00) is needed to pay for expenses incurred in various line items within the 2023 Information & Communication Systems Department (“ICS”) Budget; and

WHEREAS, the 2023 ICS Budget has excess funds in the amount of One Hundred Thousand Four Hundred Dollars (\$100,400.00) in the following line items:

- ICS (#1115): Line Item 4110000 – Full Time Regular \$13,000.00
- ICS (#1115): Line Item 4111000 – Part-Time \$40,000.00
- ICS (#1115): Line Item 4121000 – City’s Share of FICA \$7,400.00
- ICS (#1115): Line Item 4122000 – City’s Share of H-Ins \$40,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2023 Information & Communication Systems Department (ICS) Budget as follows:

- ICS (#1115): Line Item 4110000 – Full Time Regular \$13,000.00
- ICS (#1115): Line Item 4111000 – Part-Time \$40,000.00
- ICS (#1115): Line Item 4121000 – City’s Share of FICA \$7,400.00
- ICS (#1115): Line Item 4122000 – City’s Share of H-Ins \$40,000.00

INTO

- ICS (#1115): Line Item 4340402 – GIS Consulting Fees \$60,400.00
- ICS (#1115): Line Item 4463201 – Hardware \$40,000.00

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 8, 2023, at 11:22 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

Sponsors: Councilors Campbell and Aasen

45 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
46 of _____, 2023 by a vote of ____ ayes and ____ nays.

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

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Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
_____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
_____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Resolution CC 11-20-23-09

Page Two of Two

RESOLUTION NO. CC 11-20-23-10

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
AUTHORIZING A TRANSFER OF FUNDS WITHIN THE 2023 CARMEL FIRE DEPARTMENT
BUDGET**

Synopsis: Transfers \$375,000.00 from various line items into the Unscheduled Overtime line item in the 2023 Carmel Fire Department Budget.

WHEREAS, the sum of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) is needed to pay for unscheduled overtime within the 2023 Carmel Fire Department budget; and,

WHEREAS, the 2023 Carmel Fire Department Budget has excess funds in the amount of \$375,000.00 available in the following Line Items:

- Carmel Fire Department (1120): Line Item 4231100 Bottled Gas \$1,300.00
- Carmel Fire Department (1120): Line Item 4235000 Building Material \$7,000.00
- Carmel Fire Department (1120): Line Item 4237000 Repair Parts \$5,000.00
- Carmel Fire Department (1120): Line Item 4238000 Small Tools & Minor Equipment \$1,500.00
- Carmel Fire Department (1120): Line Item 4239011 Special Dept Supplies \$1,078.00
- Carmel Fire Department (1120): Line Item 4239012 Safety Supplies \$1,500.00
- Carmel Fire Department (1120): Line Item 4340400 Consulting Fees \$1,000.00
- Carmel Fire Department (1120): Line Item 4340799 Other Medical Fees \$2,115.00
- Carmel Fire Department (1120): Line Item 4341910 Promotional Testing Fees \$5,375.00
- Carmel Fire Department (1120): Line Item 4341999 Other Professional Fees \$7,936.00
- Carmel Fire Department (1120): Line Item 4343002 External Training Travel \$2,388.00
- Carmel Fire Department (1120): Line Item 4343003 Travel & Lodging \$3,479.00
- Carmel Fire Department (1120): Line Item 4344000 Telephone Line Charges \$2,286.00
- Carmel Fire Department (1120): Line Item 4345001 Internal Materials \$1,000.00
- Carmel Fire Department (1120): Line Item 4345002 Promotional Printing \$2,438.00
- Carmel Fire Department (1120): Line Item 4346000 Classified Advertising \$750.00
- Carmel Fire Department (1120): Line Item 4347500 General Insurance \$25,541.00
- Carmel Fire Department (1120): Line Item 4348000 Electricity \$10,000.00
- Carmel Fire Department (1120): Line Item 4348500 Water & Sewer \$5,000.00
- Carmel Fire Department (1120): Line Item 4349000 Natural Gas \$23,000.00
- Carmel Fire Department (1120): Line Item 4350000 Equipment Repairs & Maint \$4,274.00
- Carmel Fire Department (1120): Line Item 4350500 Radio Maintenance \$2,389.00
- Carmel Fire Department (1120): Line Item 4350600 Cleaning Services \$2,500.00
- Carmel Fire Department (1120): Line Item 4350900 Other Cont Services \$4,918.00
- Carmel Fire Department (1120): Line Item 4351502 Software Maint Contracts \$11,573.00
- Carmel Fire Department (1120): Line Item 4355200 Subscriptions \$25,000.00
- Carmel Fire Department (1120): Line Item 4355300 Organization & Member Due \$1,160.00
- Carmel Fire Department (1120): Line Item 4356001 Uniforms \$20,000.00
- Carmel Fire Department (1120): Line Item 4356003 Safety Accessories \$160,000.00
- Carmel Fire Department (1120): Line Item 4357003 Internal Instruct Fees \$26,500.00
- Carmel Fire Department (1120): Line Item 4357004 External Instruct Fees \$7,000.00

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 8, 2023 at 12:37 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2023 Carmel Fire Department Budget as follows:

- Carmel Fire Department (1120): Line Item 4231100 Bottled Gas \$1,300.00
- Carmel Fire Department (1120): Line Item 4235000 Building Material \$7,000.00
- Carmel Fire Department (1120): Line Item 4237000 Repair Parts \$5,000.00
- Carmel Fire Department (1120): Line Item 4238000 Small Tools & Minor Equipment \$1,500.00
- Carmel Fire Department (1120): Line Item 4239011 Special Dept Supplies \$1,078.00
- Carmel Fire Department (1120): Line Item 4239012 Safety Supplies \$1,500.00
- Carmel Fire Department (1120): Line Item 4340400 Consulting Fees \$1,000.00
- Carmel Fire Department (1120): Line Item 4340799 Other Medical Fees \$2,115.00
- Carmel Fire Department (1120): Line Item 4341910 Promotional Testing Fees \$5,375.00
- Carmel Fire Department (1120): Line Item 4341999 Other Professional Fees \$7,936.00
- Carmel Fire Department (1120): Line Item 4343002 External Training Travel \$2,388.00
- Carmel Fire Department (1120): Line Item 4343003 Travel & Lodging \$3,479.00
- Carmel Fire Department (1120): Line Item 4344000 Telephone Line Charges \$2,286.00
- Carmel Fire Department (1120): Line Item 4345001 Internal Materials \$1,000.00
- Carmel Fire Department (1120): Line Item 4345002 Promotional Printing \$2,438.00
- Carmel Fire Department (1120): Line Item 4346000 Classified Advertising \$750.00
- Carmel Fire Department (1120): Line Item 4347500 General Insurance \$25,541.00
- Carmel Fire Department (1120): Line Item 4348000 Electricity \$10,000.00
- Carmel Fire Department (1120): Line Item 4348500 Water & Sewer \$5,000.00
- Carmel Fire Department (1120): Line Item 4349000 Natural Gas \$23,000.00
- Carmel Fire Department (1120): Line Item 4350000 Equipment Repairs & Maint \$4,274.00
- Carmel Fire Department (1120): Line Item 4350500 Radio Maintenance \$2,389.00
- Carmel Fire Department (1120): Line Item 4350600 Cleaning Services \$2,500.00
- Carmel Fire Department (1120): Line Item 4350900 Other Cont Services \$4,918.00
- Carmel Fire Department (1120): Line Item 4351502 Software Maint Contracts \$11,573.00
- Carmel Fire Department (1120): Line Item 4355200 Subscriptions \$25,000.00
- Carmel Fire Department (1120): Line Item 4355300 Organization & Member Due \$1,160.00
- Carmel Fire Department (1120): Line Item 4356001 Uniforms \$20,000.00
- Carmel Fire Department (1120): Line Item 4356003 Safety Accessories \$160,000.00
- Carmel Fire Department (1120): Line Item 4357003 Internal Instruct Fees \$26,500.00
- Carmel Fire Department (1120): Line Item 4357004 External Instruct Fees \$7,000.00

Into

- Carmel Fire Department (1120): Line item 4112002 – Unscheduled Overtime \$375,000.00

96 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023, by a
97 vote of ____ ayes and ____ nays.

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

101 _____
102 Jeff Worrell, President

101 _____
102 Laura Campbell, Vice-President

104 _____
105 Kevin Rider

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105 Sue Finkam

107 _____
108 Anthony Green

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108 Adam Aasen

110 _____
111 Tim Hannon

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111 Miles Nelson

113 _____
114 Teresa Ayers

115
116 ATTEST:

117 _____
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119 Sue Wolfgang, Clerk

120
121 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
122 _____ 2023, at _____ .M.

124 _____
125 Sue Wolfgang, Clerk

126
127 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____
128 2023, at _____ .M.

130 _____
131 James Brainard, Mayor

132 ATTEST:

133 _____
134
135 Sue Wolfgang, Clerk

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 8, 2023 at 12:37 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

RESOLUTION CC 11-20-23-07

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
APPROVING A TRANSFER OF FUNDS IN THE 2023 DEPARTMENT OF REDEVELOPMENT
BUDGET**

Synopsis: Transfers \$32,250 to cover expenses incurred in the Legal Fees line item within the 2023 Department of Redevelopment Budget.

WHEREAS, the sum of Thirty Two Thousand Two Hundred Fifty Dollars (\$32,250.00) is needed to cover expenses incurred in the Legal Fees line item of the 2023 Department of Redevelopment budget; and

WHEREAS, the 2023 Department of Redevelopment budget has excess funds in the amount of Thirty Two Thousand Two Hundred Fifty Dollars (\$32,250.00) in the following line items:

- Department of Redevelopment (#1801) Line Item 4112000 – Overtime \$5,500.00
- Department of Redevelopment (#1801) Line Item 4120000 –Deferred Compensation \$13,000.00
- Department of Redevelopment (#1801) Line Item 4121000 – City’s Share of FICA \$4,000.00
- Department of Redevelopment (#1801) Line Item 4122100 – Disability Insurance \$1,000.00
- Department of Redevelopment (#1801) Line Item 4123002 – Civilian PERF \$2,300.00
- Department of Redevelopment (#1801) Line Item 4124000 – City’s Share of Medicare \$950.00
- Department of Redevelopment (#1801) Line Item 4463201 – Hardware \$2,500.00
- Department of Redevelopment (#1801) Line Item 4463202 - Software \$3,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2023 Department of Redevelopment budget as follows:

- Department of Redevelopment (#1801) Line Item 4112000 – Overtime \$5,500.00
- Department of Redevelopment (#1801) Line Item 4120000 –Deferred Compensation \$13,000.00
- Department of Redevelopment (#1801) Line Item 4121000 – City’s Share of FICA \$4,000.00
- Department of Redevelopment (#1801) Line Item 4122100 – Disability Insurance \$1,000.00
- Department of Redevelopment (#1801) Line Item 4123002 – Civilian PERF \$2,300.00
- Department of Redevelopment (#1801) Line Item 4124000 – City’s Share of Medicare \$950.00
- Department of Redevelopment (#1801) Line Item 4463201 – Hardware \$2,500.00
- Department of Redevelopment (#1801) Line Item 4463202 - Software \$3,000.00

INTO

- Department of Redevelopment (#1801) Line Item 4340000 – Legal Fees \$32.250.00

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SO RESOLVED, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023 by a vote of ____ ayes and ____ nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

Jeff Worrell, President

Laura Campbell, Vice-President

Kevin Rider

Sue Finkam

Anthony Green

Adam Aasen

Tim Hannon

Miles Nelson

Teresa Ayers

ATTEST:

Sue Wolfgang, Clerk

Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of _____ 2023, at _____ .M.

Sue Wolfgang, Clerk

Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of _____ 2023, at _____ .M.

James Brainard, Mayor

ATTEST:

Sue Wolfgang, Clerk

Resolution CC 11-20-23-07
Page Two of Two

RESOLUTION CC 11-20-23-11

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, APPROVING A TRANSFER OF FUNDS FROM THE GRANT FUND
(FUND#900) INTO THE GENERAL FUND (FUND#101)**

Synopsis: Transfers \$3,750.00 in grant funds that the City of Carmel received from the Indiana Arts Commission into the General Fund so that the grant funds can be appropriated into the Community Relations and Economic Development Department budget.

WHEREAS, the City has received grant funds from the Indiana Arts Commission in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00), which were deposited into the Grant Fund (#900);

WHEREAS, in order to make the grant funds available for appropriation into the 2023 Community Relations and Economic Development budget, it is necessary to transfer the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) from the Grant Fund (Fund #900) into the General Fund (Fund #101).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds from the Grant Fund into the General Fund (Fund #101) as follows:

\$3,750.00 from GRANT FUND (Fund #900)

To

General Fund (Fund #101) - \$3,750.00

47 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
48 of _____, 2023 by a vote of ____ ayes and ____ nays.

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

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Jeff Worrell, President

Laura Campbell, Vice-President

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Kevin Rider

Sue Finkam

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Anthony Green

Adam Aasen

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Tim Hannon

Miles Nelson

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Teresa Ayers

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ATTEST:

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Sue Wolfgang, Clerk

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Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
73 _____ 2023, at _____ .M.

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76 _____

Sue Wolfgang, Clerk

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Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
79 _____ 2023, at _____ .M.

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James Brainard, Mayor

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ATTEST:

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Sue Wolfgang, Clerk

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Resolution CC 11-20-23-11

Page Two of Two

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RESOLUTION CC 11-20-23-12

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, AUTHORIZING A TRANSFER OF FUNDS
WITHIN THE 2023 CARMEL POLICE DEPARTMENT BUDGET**

Synopsis: Transfers \$255,000.00 from the Full Time Regular and Gasoline line items into various line items within the 2023 Carmel Police Department Budget.

WHEREAS, the sum of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) is needed to pay for expenses incurred in the Other Contracted Services and Electricity line items within the 2023 Carmel Police Department budget; and,

WHEREAS, the 2023 Carmel Police Department Budget has excess funds in the amount of \$255,000.00 available in the following line items:

- Carmel Police Department (1110): Line item 4110000 – Full Time Regular \$205,000.00
- Carmel Police Department (1110): Line item 4231400 – Gasoline \$50,000.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds within the 2023 Carmel Police Department Budget as follows:

- Carmel Police Department (#1110): Line item 4110000 – Full Time Regular \$205,000.00
- Carmel Police Department (#1110): Line item 4231400 – Gasoline \$50,000.00

Into

- Carmel Police Department (#1110): Line item 4350900 – Other Cont Services \$205,000.00
- Carmel Police Department (#1110): Line item 4348000 – Electricity \$50,000.00

47 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
48 of _____, 2023 by a vote of ____ ayes and ____ nays.

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

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55 Jeff Worrell, President
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57 Laura Campbell, Vice-President

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73 Tim Hannon
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75 Miles Nelson

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79 Teresa Ayers

80 ATTEST:

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83 Sue Wolfgang, Clerk

84 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
85 _____ 2023, at _____ .M.

86
87 _____
88 Sue Wolfgang, Clerk

89 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
90 _____ 2023, at _____ .M.

91
92 _____
93 James Brainard, Mayor

94 ATTEST:

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96 _____
97 Sue Wolfgang, Clerk

100 This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 8, 2023 at 11:37
101 p.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal
102 sufficiency or otherwise.

RESOLUTION CC 11-20-23-13

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, APPROVING A TRANSFER OF FUNDS BETWEEN THE 2023
DEPARTMENT OF COMMUNITY SERVICES BUDGET AND THE NON-REVERTING
CARMEL HISTORIC PRESERVATION FUND (#507)**

Synopsis: Transfers funds from the 2023 Department of Community Services Budget into the Non-Reverting Carmel Historic Preservation Fund (#507).

WHEREAS, in 2018 the Carmel Common Council converted the Carmel Historic Preservation Fund (#507) into a non-reverting fund to enable the Carmel Historic Preservation Commission (the “Commission”) to undertake larger projects and better fulfill its mission; and

WHEREAS, in order to retain the funds appropriated for the Commission’s 2023 projects, the funds must be transferred from the 2023 Department of Community Services Budget into the Non-Reverting Carmel Historic Preservation Fund (#507); and

WHEREAS, the 2023 Department of Community Services Budget has excess funds in the amount of Sixty Three Thousand Five Hundred Ninety Dollars and Twenty Nine Cents (\$63,590.29) in Line Item 4359029 – Historic Preservation Comm.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds from the 2023 Department of Community Services Budget to the Non-Reverting Carmel Historic Preservation Fund (#507) as follows:

**Department of Community Services (1192): Line Item 4359029 – Historic Preservation
Comm. - \$63,590.29**

To

Non-Reverting Carmel Historic Preservation Fund (#507) - \$63,590.29

47 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
48 of _____, 2023 by a vote of ____ ayes and ____ nays.

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

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55 Jeff Worrell, President
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57 Laura Campbell, Vice-President

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73 Tim Hannon
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75 Miles Nelson

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79 Teresa Ayers

80 ATTEST:
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83 Sue Wolfgang, Clerk

84 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
85 _____ 2023, at _____ .M.

86
87 _____
88 Sue Wolfgang, Clerk

89 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
90 _____ 2023, at _____ .M.

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92 _____
93 James Brainard, Mayor

94 ATTEST:
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96 _____
97 Sue Wolfgang, Clerk

98 Resolution CC 11-20-23-13
99 Page Two of Two

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RESOLUTION CC 11-20-23-14

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF CARMEL,
INDIANA, APPROVING A TRANSFER OF FUNDS BETWEEN THE 2023
DEPARTMENT OF COMMUNITY SERVICES BUDGET AND THE NON-REVERTING
SIDEWALK PROGRAM FUND (FUND #925)**

Synopsis: Transfers \$8,636.20 from the 2023 Department of Community Services budget into the Non-Reverting Sidewalk Program Fund (Fund #925).

WHEREAS, the 2023 Department of Community Services budget has Eight Thousand Six Hundred Thirty Six Dollars and Twenty Cents (\$8,636.20) remaining in line item 4462200 Sidewalk Improvements (the “Funds”); and

WHEREAS, in order to use the Funds for the 2024 Sidewalk Grant Program, they must be transferred from the 2023 Department of Community Services budget to the Non-Reverting Sidewalk Program Fund (Fund #925)

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Carmel, Indiana, that the Controller is authorized to transfer funds from the 2023 Department of Community Services budget into the Non-Reverting Sidewalk Program Fund (Fund #925) as follows:

Department of Community Services (1192): Line Item 4462200 – Sidewalk Improvements
\$8,636.20

INTO

Non-Reverting Sidewalk Program Fund (Fund #925) - \$8,636.20

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 9, 2023 at 12:09 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

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47 **SO RESOLVED**, by the Common Council of the City of Carmel, Indiana, this ____ day
48 of _____, 2023 by a vote of ____ ayes and ____ nays.

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

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55 Jeff Worrell, President

Laura Campbell, Vice-President

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58 Kevin Rider

Sue Finkam

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61 Anthony Green

Adam Aasen

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64 Tim Hannon

Miles Nelson

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67 Teresa Ayers

68 ATTEST:

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71 Sue Wolfgang, Clerk

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73 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
74 _____ 2023, at _____ .M.

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77 _____
78 Sue Wolfgang, Clerk

79 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
80 _____ 2023, at _____ .M.

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83 _____
84 James Brainard, Mayor

85 ATTEST:

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87 _____
88 Sue Wolfgang, Clerk

89 Resolution CC 11-20-23-14
90 Page Two of Two

This Resolution was prepared by Jon Oberlander, Corporation Counsel, on November 9, 2023 at 12:09 a.m. No subsequent revision to this Resolution has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

ORDINANCE D-2691-23

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, DESIGNATING THE CAPERTON-CARTER HOUSE HISTORIC DISTRICT LOCATED AT 35 AND 39 MAPLECREST DRIVE.

Synopsis: Designates a historic district consisting of the Caperton-Carter House property, located at 35 and 39 Maplecrest Drive.

WHEREAS, the mission of the Carmel Historic Preservation Commission (the “Commission”) is to preserve and protect the historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, squares, and neighborhoods of designated historic districts located within the City’s corporate limits; and

WHEREAS, in order to fulfill its mission, the Commission commissioned an update to earlier surveys in order to identify historic buildings, structures, and sites located within the City (the “Survey”); and

WHEREAS, on March 3, 2023, the owner of real property located at 35 and 39 Maplecrest Drive, Carmel, IN 46033, submitted an application to the Commission seeking a historic district designation for said property; and

WHEREAS, the Commission used the property owner’s application and the results of the Survey to prepare a map designating the boundaries of the proposed Caperton-Carter House Historic District (the “District”); and

WHEREAS, pursuant to Carmel City Code § 2-188(d)(8), on October 12, 2023, the Commission held a public hearing for the purpose of allowing discussion and public comment on the proposed District; and

WHEREAS, at the October 12, 2023, public meeting, the Commission held that the proposed District has historic and architectural significance that merits the protection of the property as a historic district; and

WHEREAS, pursuant to Indiana Code §36-7-11-7 and Carmel City Code § 2-188(d), the Carmel Common Council (the “Council”) is authorized to designate a historic district following the written recommendation to establish such a district by the Commission; and

WHEREAS, in accordance with Carmel City Code § 2-188(d), the Commission has prepared a map of the District, classified and designated all buildings, structures and sites located within the District, and drafted proposed design and architectural standards for the District, all of which are attached hereto and incorporated herein as Exhibit A; and

This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/9/23 at 9:17 AM. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

46 WHEREAS, the Commission has now presented the District map, classification and
47 designation of structures located within the District, and proposed standards for the District to
48 the Council for its approval as a historic district; and

49
50 WHEREAS, the establishment of the Caperton-Carter House Historic District is in the
51 public interest.

52
53 NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of
54 Carmel, Indiana, that:

55
56 Section 1: The forgoing Recitals are incorporated herein by this reference.

57
58 Section 2: The map, classifications and designations of structures, and the proposed
59 standards for the proposed Caperton-Carter House Historic District as set forth in Exhibit A are
60 hereby approved by the Common Council, and the Caperton-Carter House Historic District is
61 hereby established.

62
63 Section 3: Two copies of the map of the Caperton-Carter House Historic District shall be
64 placed on file in the Office of the Clerk for public inspection.

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66 Section 4: This Ordinance shall be in full force and effect from and after its passage and
67 signing by the Mayor.

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This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/9/23 at 9:17 AM. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

92 PASSED, by the Common Council of the City of Carmel, Indiana, this ____ day of
93 _____, 2023, by a vote of ____ ayes and ____ nays.

94
95 COMMON COUNCIL FOR THE CITY OF CARMEL

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99 _____
100 Jeff Worrell, President

Laura Campbell, Vice-President

101 _____
102 Kevin Rider

Sue Finkam

103
104 _____
105 Anthony Green

Adam Aasen

106
107 _____
108 Tim Hannon

Miles Nelson

109
110 _____
111 Teresa Ayers

112
113 ATTEST:

114
115 _____
116 Sue Wolfgang, Clerk

117
118 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
119 _____ 2023, at _____ .M.

120
121 _____
122 Sue Wolfgang, Clerk

123
124 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
125 _____ 2023, at _____ .M.

126
127 _____
128 James Brainard, Mayor

129 ATTEST:

130
131 _____
132 Sue Wolfgang, Clerk

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134 Ordinance D-2691-23
135 Page Three of Three Pages

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This Ordinance was prepared by Jon Oberlander, Corporation Counsel, on 11/9/23 at 9:17 AM. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

Caperton-Carter House Preservation Plan



Recommended by the Carmel Historic Preservation Commission
October 12, 2023
Carmel, Hamilton County, Indiana

EXHIBIT A

**Caperton-Carter House
35 and 39 Maplecrest Drive
Carmel, Hamilton County, Indiana, 46033**

**THE CARMEL
HISTORIC PRESERVATION COMMISSION**

***Prepared By:*
The Carmel Historic Preservation Commission
Carmel, Hamilton County, Indiana**

***Historical Information Provided By:*
The Carmel Clay Historical Society**

October 2023
Recommended by the Carmel Historic Preservation Commission
Officially adopted by Carmel City Council November 20, 2023

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OWNER

Eleanor Carter
35 and 39 Maplecrest Drive
Carmel, Indiana 46033

HISTORIC AND ARCHITECTURAL DESIGN ANALYSIS

CONSTRUCTION INFORMATION

Date of original design, construction, or origin: 1932-33

LEGAL DESCRIPTION

The subject property comprises three parcels of land which includes three structures: “the house” (which is the primary structure), “the Carriage House” (an accessory structure), and the “summer house” (another accessory structure) and an in-ground pool. The property is described as follows:

Parcels 17-10-29-03-01-003.000, 16-10-30-04-05-004.000, and 16-10-30-04-05-006.000 located in the City of Carmel, Section 29, Township 18, Range 4 of Hamilton County, Indiana. Containing 3.11 acres.

The “historic district” is defined as the parcel comprising the property and three historic buildings.

STATEMENT OF SIGNIFICANCE

The original inhabitants of the area now known as Hamilton County were the Delaware tribe, who raised crops on the waterway now known as the White River.¹ The 1818 Treaty of St. Mary's, as well as the later removal of the indigenous peoples in the area, opened the land for white settlement.² For much of its history, Carmel remained a quiet and sleepy farming village, tucked away in the southwest corner of Hamilton County, Indiana. The townships of Clay and Delaware consisted of a patchwork of farmsteads, most of whose origins dated to the early nineteenth century. Many of the early settlers who constituted the population of early Carmel consisted of members of the Society of Friends (Quakers) and their Methodist neighbors. Agriculture would remain the predominant theme of the community through the nineteenth century and well into the next.

The Caperton-Carter House is located in the City of Carmel, Clay Township, Hamilton County, Indiana. It lies in the portion of Clay Township located east of present-day Keystone Parkway. The address comprises a parcel of 3.11 deeded acres in Section 29, Township 18, Range 4. The allocation of land in Clay Township from the federal government to pioneers occurred largely between the 1822 formation of Hamilton County and 1838 under the terms of the Northwest Ordinance.³ Clay Township itself was established in 1833, having been carved out of the original territory of Delaware Township, which first encompassed all land west of the White River in Hamilton County.⁴

In 1837, the Village of Bethlehem was founded at the intersection of present-day Main Street and Rangeline Road and would eventually become the downtown center for the City of Carmel. The name was changed from Bethlehem to Carmel when the town was incorporated in 1874.⁵ The site of the historic house is located approximately 5.9 miles from the center of Carmel.

Fourteen schools had been established in Clay and western Delaware Townships by the late 1850s, including five in south Clay Township.⁶ Ten churches had also developed within the same area. United Brethren Church in south Clay Township would have been nearest to the historic site. In the 1860s, the population of Clay Township reached 1,161.⁷

Advancements in transportation were transformative for the development of Carmel and Clay Township. In 1883, the arrival of the Monon Railroad linked Carmel to Indianapolis, Westfield,

¹ *Hamilton County Interim Report*. (Historic Landmarks Foundation of Indiana: Indianapolis, 1992), xiv.

² *Ibid.*

³ Hamilton County Surveyor's Office. Original Hamilton County Land Grants. 1993 ed., revised 1999. Accessed January 22, 2018, <http://www.hamiltoncounty.in.gov/DocumentCenter/Home/View/2037>

⁴ Van Allen, Elizabeth J., *Carmel Grows Up: The History and Vision of an Edge City* (Carmel-Clay Historical Society: Carmel, IN, 2017), 3. <http://www.carmelclayhistory.org/the-history-of-carmel>

⁵ *Ibid.*, 5.

⁶ Van Allen, 3.

⁷ *Ibid.*

Sheridan and Lafayette by passenger and freight rail.⁸ In 1903, the Indiana Union Traction Interurban Line began serving Clay Township, linking the area to all parts of the state and coinciding with the electrification of Carmel and its environs.⁹ Despite the appearance of modern infrastructure, Carmel and Clay Township remained agricultural in focus with a small population throughout the early twentieth century. By 1930, Carmel-proper had only 682 citizens, but the town had managed to erect a Carnegie library in 1910¹⁰ and a new high school in 1923.¹¹ The town experienced little change during the interwar years when Woods Caperton built this home; however, the construction of U.S. 31 afforded Carmel the economic and geographic benefits of connectivity to the city of Indianapolis while also creating a distinct line of demarcation between the east and west sections of Carmel and Clay Township.¹²

During the 1950s and 1960s, Carmel experienced suburbanization amid the postwar housing boom and patterns of flight from the urban core of Indianapolis.¹³ By the 1970s, agriculture ceased to be the dominant land use and category of occupation in Clay Township as more property was developed for commercial and residential purposes.¹⁴ Indeed, between 1970 and 1980, the population of Carmel escalated from 6,578 to 18,272.¹⁵ The city experienced 21 annexations during the 1960s and 41 annexations during the 1970s.¹⁶ Carmel gained City status in 1974 and experienced significant expansion of transportation infrastructure over the decade of the 1970s, including the widening of U.S. 31, the construction of I-465, and the extension of Keystone Parkway through Clay Township – all of which boosted the mutual accessibility of Carmel and Indianapolis, furthering Carmel’s rapid growth as a suburban community.¹⁷ Expansion of roadways and tax incentives created new opportunities for corporations to locate in Carmel, and many companies established headquarters along U.S. 31 in the 1980s, including Thomson Consumer Electronics, Delta Faucets, and Conseco Insurance.¹⁸ During the 1980s and 1990s, Duke Associates and Robert V. Welch also developed the Meridian Technology Center at 116th and Pennsylvania Streets and the Carmel Science and Technology Park along U.S. 31, contributing to the westward thrust of development in Carmel.¹⁹ Concurrently, the population of Carmel skyrocketed during this period, ultimately reaching a population of roughly 101,964 by 2022.²⁰

Construction on the house began in 1932 by Woods Caperton Sr. Caperton was a well-connected Eli Lilly executive who lived primarily in Indianapolis with his wife Sue. They purchased a farm in Carmel in the early 1930s and began building the main residence.²¹ Following Caperton Sr.’s death in October 1933, the home was then primarily occupied by his

⁸ Ibid., 6.

⁹ Ibid.

¹⁰ Ibid.

¹¹ Ibid., 7.

¹² Ibid., 8.

¹³ Ibid.

¹⁴ Ibid.

¹⁵ Ibid.

¹⁶ Ibid.

¹⁷ Ibid.

¹⁸ Ibid., 11.

¹⁹ Ibid.

²⁰ United States Census Bureau. QuickFacts: Carmel city, Indiana. Accessed online July 12, 2023.

<https://www.census.gov/quickfacts/carmelcityindiana>

²¹ “Sudden Death WA Caperton Near Carmel,” *Noblesville Ledger*, October 11, 1933, p. 1. Accessed online May 2, 2023. <https://www.newspapers.com/image/353576322>.

son Woods Caperton Jr. and his wife Martha. Woods Caperton Jr., who named his property “Cricklewood Farm”, was well-known as a breeder of Percheron horses.

In 1945, the home was sold to Mary Fairbanks, the daughter of Charles Fairbanks, who served as Vice President of the United States during Theodore Roosevelt’s second term.²² By the late 1950s, Mary Fairbanks had transferred ownership to her sons David Fairbanks Causey and Lewis Dean Causey and their spouses. David and Barbara Causey retained acreage adjacent to the Caperton-Carter House, building a Mid-Century Modern home for their residence (now demolished).

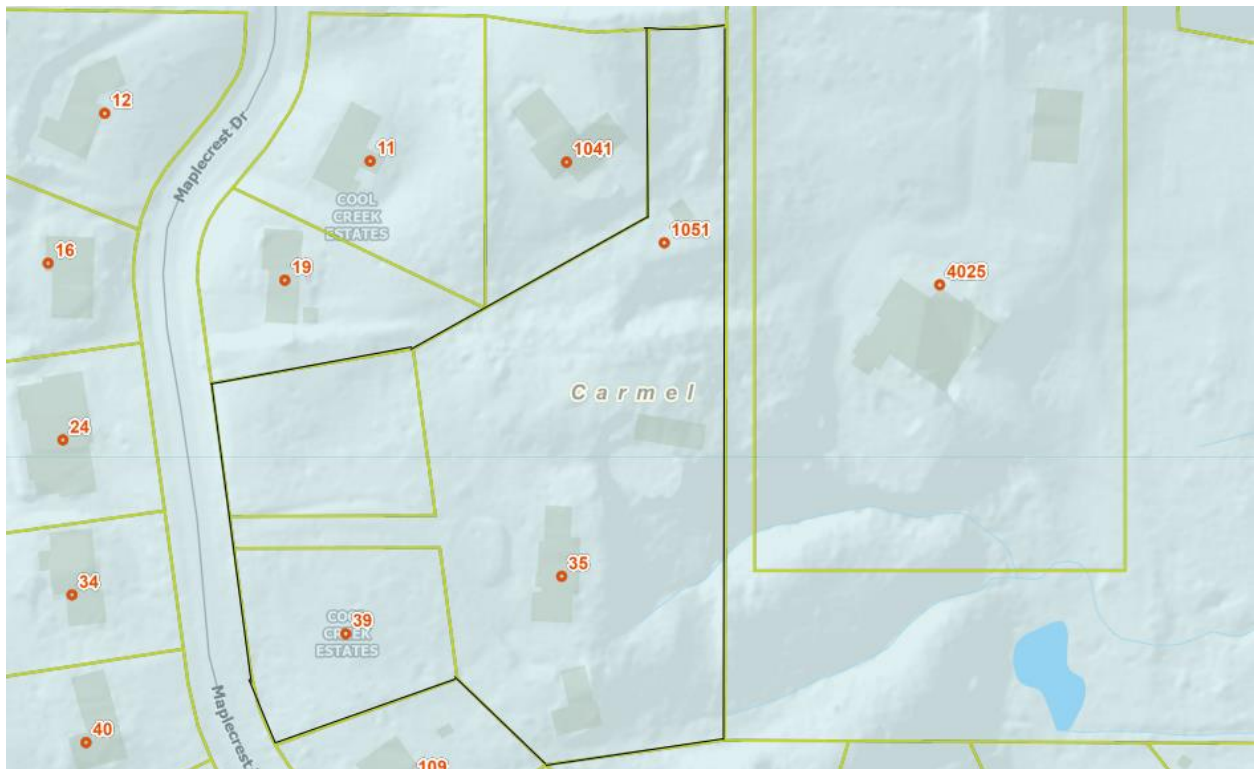
The Causey family collectively sold the home in 1965 to Joseph S. Dawson, a prolific real estate developer in Indianapolis and Carmel. Dawson, who was the president of Broad Ripple Lumber Company, extensively remodeled the interior of the home over the course of five years.²³ It was during his tenure that Dawson subdivided the remainder of the estate into lots for the surrounding neighborhood, which he named Cool Creek Estates. Gerald and Anna LeMay purchased the remodeled version of the home c.1970. Gerald was well-known as a franchise owner of various Burger Chef restaurants in Central Indiana. The LeMay family would only stay in the house for four years, selling the home to Charles and Eleanor Carter in 1974. Mrs. Carter remains the owner to this day.

²² “Mrs. Fairbanks Causey Buys a Carmel Farm,” *Noblesville Ledger*, August 18, 1945, p. 1. Accessed online August 8, 2023. <https://www.newspapers.com/image/353698661>.

²³ “Beauty of Yesteryear Lives on In Cool Creek,” *Indianapolis Star*, January 18, 1970, p. 123. Accessed online August 10, 2023. <https://www.newspapers.com/image/106837184>.

BOUNDARY MAP OF THE HISTORIC DISTRICT

Figure 1. Black line highlights CHPC boundary of the Caperton-Carter House Historic District, which is consistent with the boundary for Parcels 17-10-29-03-01-003.000, 16-10-30-04-05-004.000, and 16-10-30-04-05-006.000.



PHYSICAL DESCRIPTION

The Caperton-Carter House is a front-gabled two-story French Eclectic style house with a square footprint and a primary north-south axis. Its north façade faces East Main Street, and the primary entrance is located on its west façade. The house is set back from Maplecrest Drive and accessed from a long driveway. During warmer months, the house is slightly obscured from view due to the tree line. The house has a limestone veneer exterior on both levels. The main home has a gabled tile roof and wood windows with muntins between the glass panes.

The west façade is divided into three major segments. At the left (north) end is a wooden door and casement window on the first floor. The second floor of this segment contains a gabled dormer window. On the first floor of the center of the façade is a wood front door with a casement window on its left and a projecting gable on the right. The projecting gable has a single pane casement window on the first floor and a double pane casement window on the second floor. There is a single pane casement window on the first floor to the right of the projecting gable. The second floor of the center section contains two gabled dormer windows. This center section of the façade also contains one offset left, exterior, stone veneer chimney and one offset right, exterior, stone veneer chimney. On the right (south) of the western façade is a gabled projection with a triple paned casement window on the first floor and single pane casement window on the second floor.

The north façade contains two single paned casement windows on the first floor of the building. The second floor contains a Palladian casement window with a stone balcony.

The east façade, like the west, contains three different segments. The left side (south) contains a three paneled casement window on the first floor and a single panel casement window on the second floor. The central section of the east façade contains two bay windows on the first floor. There is also a door in the center with a crest above it. The second floor of the central section is flanked by three paned gable windows with a segmental dormer casement window in the center. This section also has a single-pane window on both floors on its sides. The right (north) side contains a horizontal three paned casement window and a vertical two paned casement window on the first floor. The second floor of this section contains a two-paned casement window and a gabled single pane window.

The south façade has a three-door garage on the first floor. At the level of the second floor, there are two gabled dormer windows.

Located to the northeast of the historic house is the summer house, connected to the pool. The building has a stone façade and gabled asphalt roof.

To the south of the home is the carriage house. The building has a stone foundation and an asphalt roof. The house contains a two-door garage on the north façade. Both east and west facades of the house contain gabled two paned casement windows. The South façade contains a stone chimney.

PRESERVATION OBJECTIVES

The subject structures, exterior features of the site and architectural and historic character thereof shall be preserved as a significant resource of Carmel.

Preservation Criteria

1. Any development, construction, reconstruction, or alteration of the subject exterior structure or site shall be appropriate to the property's historic and architectural values and significance.
2. Any development, construction, reconstruction, or alteration to the exterior shall be visually compatible and appropriate in function, general design, arrangement, color, texture, and materials to the design and character of the subject property.
3. The latest edition Secretary of the Interior's Guidelines for Rehabilitation can be used as a resource when determining proper techniques to meet the above preservation criteria.

ARCHITECTURAL AND DESIGN STANDARDS

Purpose of Architectural and Design Standards

These standards are intended to assist the property owner of the Caperton-Carter House in choosing an appropriate approach to issues which arise when working on or developing this historic property. The standards are not meant to restrict creativity, but rather are meant to suggest appropriate approaches and to guard against unsympathetic actions.

Each standard contains a set of guidelines that provide recommended and not recommended approaches to specific kinds of work to be undertaken.

Certificates of Appropriateness (COAs)

The Carmel Historic Preservation Commission (CHPC) grants approvals by issuing Certificates of Appropriateness (COA). The CHPC uses the design standards when it reviews and makes decisions regarding alterations, new construction, reconstruction, and demolition.

The CHPC's Statutory Authority to Approve

A state statute (I.C. 36-7-11) authorizes the CHPC to review and approve the following actions before they occur in a district:

- Construction of any structure
- Reconstruction of any structure
- Alteration of any structure
- Demolition of any structure

Unless otherwise stated in this plan, it is presumed that all actions related to the above four items **MUST BE APPROVED** by the CHPC and it is presumed that related design guidelines are enforceable.

The CHPC's Jurisdiction

The historic area as defined on page 4 in this Preservation Plan is the site of three buildings, the "house", the "carriage house" and the "summer house" with pool.

All three structures are of a basic rectangular form and demonstrate a high degree of integrity. The house is an Outstanding local example of early 20th-century French Eclectic architecture, as identified in the Carmel Historic Architecture Survey, adopted by the City Council in 2014.

Under the Caperton-Carter House Historic District Preservation Plan, the CHPC does not have any authority over the interior of the building or any interior furnishings and elements.

GUIDELINES FOR REHABILITATION OF THE CAPERTON-CARTER HOUSE

Accessibility

The City of Carmel recognizes the need to accommodate and include persons with disabilities to the greatest extent possible. Regarding historic areas, the goal is to facilitate universal access for all persons without destroying a building's historic and architecturally significant materials and character defining features. When modifying an existing building to provide accessibility, the following guidelines should be followed:

RECOMMENDED:

1. The new element or alteration will have as little visual impact as possible on the historic character of the building.
2. The new element or alteration shall be easily reversible (i.e., impermanent) such that it could be removed to return the building to its original appearance.
3. Ramps shall be carefully designed and located to preserve the building's character.
4. Materials for ramps shall be compatible with the building. If painted or stained, wood ramps shall be painted or stained to match the building.
5. Handrails will be made of metal or wood. Wire or cable handrails are not appropriate.
6. Lifts shall be as inconspicuous as possible. If feasible, lifts will disappear into the ground, be built into another feature, or painted to match the adjoining materials.
7. Ramps, lifts, etc. can be screened with landscaping.
8. If an existing door opening is too narrow to accommodate a wheelchair and its alteration would significantly diminish the historic integrity and character of the building or result in the loss of a significant historic door, consider installing off-set door hinges to increase the effective width of the door opening without physically altering it.
9. Consider installing automatic door openers or frictionless hinges to make doors easier to open.
10. Accessibility components shall be:
 - A. temporary,
 - B. not destroy historic fabric, and

C. be of materials and/or color that has the least visual impact on the historic structure.

NOT RECOMMENDED:

1. Unnecessarily covering significant architectural details or damaging historic material.

Note: The CHPC is not responsible for ensuring that applicants meet federal, state and local accessibility requirements. The recommendations in this plan are guidelines and are not descriptions of legal requirements regarding accessibility. Consult the local building code and state and federal laws and regulations to determine legal requirements for accessibility

Doors and Door Openings

RECOMMENDED:

1. Original doors shall be repaired and retained, or if beyond repair, replicated.
2. If an original door is lost, its replacement will reflect the character and style of the building.
3. If an alteration to a door opening must be made, it shall be done with as little effect on the historic character of the building as possible.

NOT RECOMMENDED:

1. Eliminating original or adding new door openings, especially on significant elevations. Any new openings should be distinguishable from the original openings.
2. Changing the original size and shape of door openings.

Masonry

RECOMMENDED:

1. Identify and stop the causes of damaged masonry before undertaking repairs.
2. If mortar is missing or loose, the joints shall be cleaned out with care so as not to damage the brick or stone.
3. Repoint using a mortar mix that closely matches the composition, joint profile and color of the original. An expert will be consulted to assure the proper mortar is used.
4. Whenever replacement brick or stone is needed, use salvaged or new material which closely matches the original in size, color, uniformity and texture.
5. Any cleaning shall be done using the gentlest method possible and will be stopped at the first evidence of damage to masonry. Test patches shall be used to assess the effect of any proposed cleaning method.
6. If historic chimneys or chimney pots are damaged, an effort should be made to repair rather than replace the features. If it is determined that the chimney pots cannot be repaired, they should be replaced with new chimney pots that resemble the originals as closely as possible in size, shape, color, and materials.

NOT RECOMMENDED:

1. Power grinders. The mechanical equipment is cumbersome and even the most skilled worker will tire or slip and cause irreversible damage.
2. Sandblasting, high pressure water blasting (over 600 psi), grinding, and harsh chemicals.
3. Painting, waterproof and water repellent coatings, unless masonry has been previously treated. They are generally not needed and can potentially cause serious damage to the masonry. Also avoid covering masonry with tar or cement coatings.

Wood

RECOMMENDED:

1. Identify and stop the causes of damaged wood before undertaking repairs.
2. Retain coatings, including paint, which protect the wood from moisture and weathering.
3. Repair wood features by patching, piecing-in, or limited replacement in-kind using remaining elements as prototypes.
4. Replace any wood that cannot be repaired with in-kind material that matches the original in size, profile, and texture. Any clapboard siding replaced on the property should be of smooth cedar or poplar.

NOT RECOMMENDED:

1. Stripping paint and varnish to bare wood.
2. Utilizing substitute materials that do not convey the visual appearance of existing wood features or are not physically or chemically compatible.

Paint

RECOMMENDED:

1. Gently remove all loose, flaking paint and clean the surface before repainting. It is not necessary to remove all old paint as long as it is firmly fixed to the surface.
2. Paint colors shall be submitted to the Commission for review and approval.

NOT RECOMMENDED:

1. Any type of permanent coating system.
2. Waterblasting and other forms of abrasive cleaning as a method of paint removal.
3. Painting any previously unpainted masonry

Roofs, Roof Elements, and Guttering and Downspouts

RECOMMENDED:

1. Retain existing tile roofing material on the main house. If the roof reaches the end of its current lifespan and cannot be repaired, replacement roofing shall match the existing, original roofing material. Asphalt shingle roofing may be replaced with in-kind materials.
2. Mechanical and service equipment (such as condensers, transformers or solar collectors) shall not be installed on the roof, other exterior surfaces, or other locations on the property where they would be visible from the public right-of-way.
3. Original chimneys that contribute to the roof character shall be repaired and retained. If no longer in use, they shall be capped rather than removed.
4. Retain existing copper gutters and downspouts on main house. If gutters need to be replaced and cannot be repaired, new gutters should match existing materials.

NOT RECOMMENDED:

1. Altering a roof slope and shape in a way that changes the historic character of the building.
2. Adding dormers or roof sheds which change the significant character of the building.
3. Expanding or connecting existing dormers.
4. Adding skylights visible from a public right-of-way.
5. Placing roof vents, metal chimneys, antennas, solar panels, satellite dishes (over 18 inches), air conditioning units, and other mechanical equipment where visible from the street.
6. Covering roof in an inappropriate material, such as standing-seam metal or similar products.

Security Items

RECOMMENDED:

1. Security devices that will not detract from the character of the building and surrounding area. Acceptable examples include installing locks on windows and doors, installing alarm systems, and installing lighting.
2. If a security door is necessary, it is recommended the security doors will:
 - a. have as few bars as possible,
 - b. be simple in design with no decorative details,

- c. fit the door opening exactly, without alteration to the door frame, and
 - d. painted to match the door it protects.
3. Consider installing fixed bars on the inside of basement windows because of their minimal impact to the character of a building.

NOT RECOMMENDED:

- 1. Overly decorative security doors.
- 2. Exterior folding gates on the front of the building.

Windows and Window Openings

RECOMMENDED:

- 1. Windows define architectural character and historic significance. Original materials and features will be retained. The house includes leaded glass windows and doors as character-defining features. These windows and doors shall be retained and not replaced.
- 2. Window replacement shall be considered only when one of the following conditions exist and can be documented:
 - a. The existing windows are not original and are not significant.
 - b. The condition is so deteriorated that repair is not economically feasible.
- 3. Rather than replacing windows to attain energy efficiency, existing windows shall be repaired and retrofitted using caulk, weather-stripping, modern mechanical parts, and exterior or interior storm windows. Some windows can be slightly altered to accept insulated glass.
- 4. Storm windows may be of any material, provided the finished product is the same color as the underlying window frame. They should be as invisible and unnoticeable as possible from the exterior of the house.
- 5. Original window trim shall be preserved and retained. Badly deteriorated sections shall be replaced to match the original.
- 6. Historic casement windows are important architectural features. Every effort will be made to retain them and maintain and repair them in an appropriate manner.
- 7. Any replacement glazing shall be outfitted on its inside surface with a diamond-paned leading pattern compatible in appearance with the leading on the original windows of the house.
- 8. Window openings may utilize canvas awnings for protection from the elements.

NOT RECOMMENDED:

- 1. Replacement windows not similar to the original in size, dimension, shape, design, pattern, and material.
- 2. Creating new window openings or eliminating original window openings. This will be considered only when necessary. Avoid doing so on significant, highly visible facades. Do not downsize original window openings.

Lighting

RECOMMENDED:

1. The guidelines do not provide specific requirements for exterior lighting; however, homeowners are encouraged to select fixtures that complement the character of the house when choosing replacement lighting.

NOT RECOMMENDED:

1. Light fixtures that shine upward, contributing to light pollution.

Porches and Terraces

RECOMMENDED:

1. Existing porches shall be retained and maintained without alteration to their character.
2. Existing stoops may be altered or removed as needed.

GUIDELINES FOR DEMOLITION AND INFILL CONSTRUCTION

Introduction

This section explains the type of work considered in this plan to be demolition to be used when reviewing applications for Certificates of Appropriateness that include demolition. Before receiving any permits or undertaking any work that constitutes demolition, a Certificate of Appropriateness from the Carmel Historic Preservation Commission must be issued.

Definition

For the purpose of this plan, demolition shall be defined as the razing, wrecking or removal by any means of the entire or partial exterior of a structure. The following examples are meant to help define demolition and are not all-inclusive:

1. The razing, wrecking or removal of a total structure.
2. The razing, wrecking or removal of part of a structure, resulting in a reduction in its mass, height or volume.
3. The razing, wrecking or removal of an enclosed or open addition.

Some work that may otherwise be considered demolition may be considered rehabilitation, if done in conjunction with a CHPC Certificate of Appropriateness for rehabilitation.

Examples include:

1. The removal or destruction of exterior siding and face material, exterior surface trim,

and portions of exterior walls.

2. The removal or destruction of those elements which provide enclosure at openings in any exterior wall (e.g., window units, doors, panels).
3. The removal or destruction of architectural, decorative or structural features and elements which are part of the exterior of a structure or on the property (e.g., parapets, cornices, brackets, chimneys, terrace or patios).

Examples of work not included in demolition:

1. Any work on the interior of a structure.
2. The removal of small exterior elements of the structure that are not structurally integrated with the main structure and are generally considered rehabilitation, such as utility and mechanical equipment, awnings, light fixtures, fire escapes, signs, paint, fencing, sidewalks, streets, curbs, landscaping and asphalt driveway. Such work may require a Certificate of Appropriateness under other guidelines in this plan.

Approval

The CHPC requires a Certificate of Appropriateness for demolition if any of the proposed activities include razing, wrecking or removal of any part of the historic house, the garage, or the corn bin. The CHPC may ask interested individuals or organizations for assistance in seeking an alternative to demolition. The Commission will also consider how the loss of a building, or a portion thereof, will affect the character of the surrounding area, and in the case of partial demolition, the building itself.

The CHPC will consider issuing a Certificate of Appropriateness for the full or partial demolition of a building within the historic district only if one or more of the following are true:

1. The structure poses an immediate and substantial threat to the public safety.
2. The historic or architectural significance of the structure or part thereof is such that, in the Commission's opinion, it does not contribute to the historic character of the structure and the historic area, or the context thereof.
3. The demolition is necessary to allow new development which, in the Commission's opinion, is of greater significance to the preservation of the historic area than its retention of the structure, or portion thereof, for which demolition is sought.
4. The structure or property cannot be put to any reasonable economically beneficial use for which it is or may be reasonably adapted without approval of demolition.

When evaluating a proposal for demolition, the CHPC shall consider the following criteria for demolition as guidelines for determining appropriate action:

CONDITION

Demolition of a historic building may be justified by condition. In certain instances demolition of selective parts of the building may be authorized after proper evaluation by the Carmel

Historic Preservation Commission.

SIGNIFICANCE

The Commission has the responsibility of determining the significance of a structure. With the adoption of this plan, the commission has determined:

1. The Caperton-Carter House is contributing to the architectural and historical significance of the site.
2. The summer house is contributing to the architectural significance of the site.
3. The carriage house is contributing to the architectural and historical significance of the site.

The Commission will also consider how the loss of a building, or a portion thereof, will affect the character of the surrounding area, and in the case of partial demolition, the building itself.

REPLACEMENT

Demolition of a structure may be justified when, in the opinion of the Commission, the proposed new development with which it will be replaced is of greater significance to the preservation of the area than retention of the existing structure. This will only be the case when the structure to be demolished is not of material significance, the loss of the structure will have minimal effect on the historic character of the area, and the new development will be compatible, appropriate and beneficial to the area.

To afford the Commission the ability to consider demolition on the basis of replacement development, the applicant shall submit the following information as required by the Commission or its staff:

1. Proposed elevations and floor plans.
2. A scaled streetscape drawing showing the new development in its context (usually including at least two buildings on either side).
3. A site plan showing the structure(s) to be demolished and the new development.
4. A written description of the new development.
5. A time schedule for construction and evidence that the new construction will occur.
6. Any other information which would assist the Commission in determining the appropriateness of the new development and its value relative to the existing structure(s).

Infill Construction

An individually designated historic building demonstrates a higher level of significance. Designing an addition or new construction within the historic district will require a higher level of scrutiny by the Commission to ensure the historic building retains its individual significance. One of the purposes of design review is to ensure that any negative visual impact of new construction is eliminated or minimized. In the best situation, new construction

can aid in the understanding of the district. Aspirations for new construction in a historic district are:

1. To maintain the character of the district;
2. To reinforce the integrity of the district;
3. Not to impede the sense of time and place created by the district.

The basic test for any new construction, both additions and infill structures is: How does the project affect the ability to perceive the district's sense of time and place? A new building that hinders this perception is unacceptable. It is generally the policy of the Carmel Historic Preservation Commission that contemporary and compatible new design is preferred to overly replicative design. Respecting the characteristics of the district is more important than replicating its architectural form.

SIZE AND SCALE

The overall mass of a new building or addition should convey a sense of human scale. A new building will be respectful of the current size and scale of the historic building(s) within the district. New construction shall appear similar in height and width to the historic building and maintain the current views of the house. New construction should not overpower any of the existing historic buildings on the site. New accessory structures on the site shall not be taller than the house.

ROOFLINE

The roofline of any new construction in the district should match as closely as possible the gabled form and pitch of the roof of the house.

MATERIALS

Exterior materials used on new construction should be the same as those found on the historic house, namely stone. Materials should be used in the design such that the new construction is distinguishable from the old but still visually compatible with the historic structure(s) in the district.

DOORS AND WINDOWS

Doors and windows in new construction should be compatible with doors and windows of existing historic structures on the site in terms of size, scale, proportion, materials, spacing, and orientation.

GUIDELINES FOR ADDITIONS

Additions are permitted on the north side of the house, provided that they are designed according to the above guidelines for infill construction. No enclosed additions on the south, east, or west sides shall be permitted, but the guidelines allow for the addition of a porch or terrace on the east side. Additions must be compatible in character (both design and materials) with the existing house. The roof of any new construction should be of the same pitch as the roof on the original house.

SITE DEVELOPMENT AND LANDSCAPING

Walls and Fences:

No specific stipulations for the construction of new walls or fences are set forth in these guidelines. Owners of the property shall follow all other City regulations and permitting requirements pertaining to walls and fences. However, it is encouraged that historic stone retaining walls surrounding landscaping beds be preserved.

Trees and Landscaping

RECOMMENDED:

1. Mature trees shall be protected and retained. A mature tree shall be defined as follows:
 - a) a shade tree with a trunk at least 12-inches in diameter,
 - b) an ornamental tree with a trunk at least 4-inches in diameter or fifteen feet in height, or
 - c) an evergreen tree with a trunk at least 8-inches in diameter or fifteen feet in height.
2. Landscaping in front of house apart from trees may be removed and replaced as desired, as long as it does not obscure the visibility of historic facades from the public right of way.

NOT RECOMMENDED:

1. Removal of mature trees.
2. Removal of other existing landscape features without prompt replacement of those features with similar elements.

Subdivision

Subdivision of the existing property is discouraged under the guidelines, as the existing size of the parcel is essential to the character of the property. Any proposal to subdivide the property shall require a Certificate of Appropriateness.

RECOMMENDED:

1. Maintaining existing size of parcels and boundaries

NOT RECOMMENDED:

1. Subdividing the existing parcels into smaller properties

Walkways and Automobile Areas

RECOMMENDED:

1. Changes to the course of walkways and driveways are not restricted under the design guidelines, but it is suggested that any paving material be compatible with the historic character of the district.

NOT RECOMMENDED:

1. Significant increases in the surface area of the district covered by pavement.

PUBLIC INFRASTRUCTURE

**EXEMPT FROM REVIEW AND APPROVAL
(No Certificate of Appropriateness (COA) required):**

**Repaving of streets in the same manner and with the same materials
as existing. Replacement of existing light poles and fixtures with new ones to match.**

RECOMMENDED:

1. Maintain the current configuration of streets and sidewalks.

2. New public street lights shall be compatible with the history of the historic area.

NOT RECOMMENDED:

1. Widening streets or sidewalks when there is a negative impact on the character of the historic area.

APPENDIX I: PHOTOGRAPHS



Appendix 1, Figure 1: West façade



Appendix 1, Figure 2: North façade



Appendix 1, Figure 3: South façade



Appendix 1, Figure 4: East façade



Appendix 1, Figure 5: East façade



Appendix 1, Figure 6: Summer house



Appendix 1, Figure 7: Carriage house

ORDINANCE NO. D-2696-23

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA,
ADDING CHAPTER 8, ARTICLE 4, SECTION 8-44 TO THE CARMEL CITY CODE**

Synopsis: Establishes a speed limit of 20 miles per hour within roundabouts.

WHEREAS, the City of Carmel, Indiana, has the authority to establish motor vehicle speed limits pursuant to Indiana Code § 9-21-5-6 and City Code Section 8-15; and

WHEREAS, for the safety of the travelling public, the Common Council now finds it necessary to establish a speed limit of twenty (20) miles per hour within City roundabouts.

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 Chapter 8, Article 4, Section 8-44 is hereby added to the Carmel City Code to read as follows:

“§ 8-44 Twenty m.p.h. Speed Limit Within Roundabouts.

No person shall drive a motor vehicle in excess of twenty (20) miles per hour within a roundabout.”

Section 3. The Carmel Street Department is directed to promptly add the appropriate signage to fulfill the mandates contained in this Ordinance upon its passage.

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. 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 unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage, execution by the Mayor, and publication as required by law.

Ordinance D-2696-23

Page One of Two

49 **PASSED**, by the Common Council of the City of Carmel, Indiana, this ____ day of _____, 2023,
50 by a vote of ____ ayes and ____ nays.

51
52 **COMMON COUNCIL FOR THE CITY OF CARMEL**

53
54
55
56 _____
57 Jeff Worrell, President

Laura Campbell, Vice-President

58
59 _____
60 Kevin Rider

Sue Finkam

61
62 _____
63 Anthony Green

Adam Aasen

64
65 _____
66 Tim Hannon

Miles Nelson

67
68 _____
69 Teresa Ayers

70 ATTEST:

71
72
73 _____
74 Sue Wolfgang, Clerk

75 Presented by me to the Mayor of the City of Carmel, Indiana this ____ day of
76 _____ 2023, at _____ .M.

77
78
79 _____
80 Sue Wolfgang, Clerk

81 Approved by me, Mayor of the City of Carmel, Indiana, this ____ day of
82 _____ 2023, at _____ .M.

83
84
85 _____
86 James Brainard, Mayor

87 ATTEST:

88
89 _____
90 Sue Wolfgang, Clerk

91 Ordinance D-2696-23
92 Page Two of Two
93