COMMON COUNCIL MEETING AGENDA

MONDAY, AUGUST 5, 2024 – 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
- 6. RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL
- 7. COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS
- 8. CONSENT AGENDA
 - a. Approval of Minutes
 - 1. July 15, 2024 Regular Meeting
 - b. Claims
 - 1. Payroll \$3,715,897.86
 - 2. General Claims \$4,665,236.84
- 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. Parks Department (Quarterly February, May, August, November)
- j. Climate Action Advisory Committee (Quarterly March, June, September, December)
- k. Jelgava Sister City Presentation to Council on Latvian Police Exchange Program
- 1. All reports designated by the Chair to qualify for placement under this category.

12. OLD BUSINESS

a. <u>Fifteenth Reading of Ordinance D-2696-23</u>; 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 and Aasen. **Remains in the Finance, Utilities and Rules Committee.**

Synopsis:

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

b. <u>Third Reading of Ordinance D-2716-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 5, Article 1, Section 5-3(b)(2) of the Carmel City Code; Sponsor(s): Councilor(s) Worrell, Snyder, Aasen, Ayers and Taylor. **Returns from the Land Use and Special Studies Committee.**

Synopsis:

Ordinance amending alcohol prohibition on certain sections of the Monon Greenway.

c. Third Reading of Ordinance D-2718-24; An Ordinance of the Common Council of the City of Carmel, Indiana, establishing a designated outdoor refreshment area; Sponsor(s): Councilor(s) Worrell, Snyder, Aasen, Ayers and Taylor. Returns from the Land Use and Special Studies Committee.

Synopsis:

Ordinance establishes a designated outdoor refreshment area in the City's central core pursuant to Indiana Code § 7.1-3-31.

d. <u>Second Reading of Ordinance D-2719-24</u>; 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 Proscenium III Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Councilor Aasen. Remains in the Finance, Utilities and Rules Committee.

Synopsis:

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

13. PUBLIC HEARINGS

a. <u>First Reading of Ordinance D-2722-24</u>; 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 2024 Department of Community Services Budget; Sponsor: Councilor Worrell.

Synopsis:

Appropriates funds received from the Hamilton County Recorder's Office for lien payments that were deposited into the General Fund into the 2024 Department of Community Services ("DOCS") budget.

14. NEW BUSINESS

a. First Reading of Ordinance D-2724-24; An Ordinance of the Common Council of the City of Carmel, Indiana, Adding Chapter 9, Article 5 Section 9-193 to the Carmel City Code; Sponsor: Councilor Joshi.

Synopsis:

Ordinance requiring that telecommunication cables be buried at a minimum depth of six inches.

b. <u>First Reading of Ordinance D-2725-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, Consenting to Hamilton County, Indiana's Use of Allocated Property Tax Proceeds from the 96th Street – U.S. 421 Allocation Area to the Payment of Bonds or Lease Rentals used for Financing a Public Safety Training Facility; Sponsor: Councilor Taylor.

Synopsis:

Ordinance consents to Hamilton County's issuance of bonds or entering into a lease either of which may be payable from allocated property tax proceeds arising from the 96th Street-U.S. 421 Economic Development Area and the 96th Street-U.S. 421 Allocation Area, which bonds or lease will assist with financing the design, development, construction and equipping of a Public Safety Training Facility intended to provide municipal Police & Fire Departments within Hamilton County, Indiana a facility and structures for the purpose of providing education and training resources to allow public safety officers to better protect and serve residents within the territories and districts they serve.

c. <u>First Reading of Ordinance Z-692-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, to Modify or Terminate the Commitments recorded on 220 2nd Street SW; Sponsor(s): Councilor(s) Snyder, Green, Aasen and Taylor.

Synopsis:

This ordinance is to modify or terminate the commitments recorded on 220 2nd Street SW in Frank Hawkins Addition Lot 1.

- 15. AGENDA ADD-ON ITEMS
- 16. OTHER BUSINESS
- 17. ANNOUNCEMENTS
- 18. ADJOURNMENT

COMMON COUNCIL MEETING MINUTES MONDAY, JULY 15, 2024 – 6:00 P.M. COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE **MEETING CALLED TO ORDER** Council President Anthony Green; Council Vice-President Adam Aasen; Council Members: Jeff Worrell, Ryan Locke, Rich Taylor, Teresa Ayers, Matthew Snyder, Anita Joshi, Shannon Minnaar and Deputy Clerk Jessica Komp were present. Council President Green called the meeting to order at 6:00 p.m. **AGENDA APPROVAL** The agenda was approved unanimously. **INVOCATION** Cantor Melissa Cohen of Congregation Beth-El Zedeck, delivered the Invocation. Mohawk Trails 5th grader Aria Williamson led the pledge of allegiance. RECOGNITION OF CITY EMPLOYEES AND OUTSTANDING CITIZENS There were none. RECOGNITION OF PERSONS WHO WISH TO ADDRESS THE COUNCIL Carmel High School students from Sewa International spoke to the Council about some of the ways volunteers from their local chapter have contributed to recent Carmel events, such as the Farmer's Market and CarmelFest. Sewa International is a non-profit service organization which specializes in disaster relief and rehabilitation. They will host their second annual 5K Run/Walk on August 3, 2024 at 8:00 a.m. at Prather Park, formerly known as River Road Park. The proceeds of this 5K event will benefit local first responders. Registration is \$20 per participant, at www.sewausa.org/runforfirstresponders. **COUNCIL AND MAYORAL COMMENTS/OBSERVATIONS** Councilor Worrell thanked Mayor Finkam for standing up for our community by taking legal action against an illegal short-term rental. Councilor Worrell is promoting a culture of civility, and encouraged Carmel citizens to lead by example, choosing not to see those who disagree with us as enemies or adversaries.

who lost his life this weekend, and for those critically injured.

 Council President Green asked for a moment of silence as a show of solidarity and unity for the firefighter

Aria Williamson gave the Mayor's update to Council. The Mayor reports that the Fire Chief search is currently underway. The Mayor has formed a committee with firefighters and community members who have already narrowed down an initial 43 candidates to 22. As the candidate pool is further narrowed, inperson interviews will start at the end of July. The committee will then recommend finalists for the Mayor to interview. The Mayor also thanked the City Council for looking at the new project proposal for Rangeline Road, which would bring 63,000 square feet of much-needed office space to the central core. The Mayor also asked the residents of Home Place to please help us determine the refi overlay zone. The Housing Task Force will be meeting on Thursday, July 18, at 7:30 a.m. in Council Chambers. This meeting is solely to gather community input. If you are unable to attend, the Mayor encourages emails with your thoughts.

CONSENT AGENDA

Councilor Snyder moved to approve the consent agenda. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. The consent agenda was approved 9-0.

a. Approval of Minutes

1. July 1, 2024 Regular Meeting

b. Claims

- 1. Payroll \$3,742,535.53
- 2. General Claims \$1,993,582.28
- 3. Retirement \$110,204.16
- 4. Wire Transfers \$39,099,019.84

ACTION ON MAYORAL VETOES

There were none.

COMMITTEE REPORTS

Councilor Worrell reported that the Finance, Utilities and Rules Committee had not met since the last Council meeting. There may be an agenda item sent to the committee this evening, and if so, that will be discussed at the August meeting. The Finance Committee currently has one item on its agenda, Ordinance D-2696-23, the "roundabout speed limit" ordinance. The Engineering Department will have its speed study results pertaining to this ordinance available to review at the September meeting. The Finance, Utilities and Rules Committee will next meet on Tuesday, August 13th, at 6:00 p.m. in Council Chambers.

Councilor Snyder reported that the Land Use and Special Studies Committee met on June 26th at the Carmel Clay Public Library. Discussion of the UDO continued, and there was also discussion of the short-term non-dwelling rental ordinance, as well as a general discussion on the merits of a DORA. Councilor Snyder noted that Ordinance Z-690-24, which had been sent back to the Land Use Committee at the July 1st meeting, would be pulled out of committee by President Green to be voted on tonight. The next meeting of the Land Use and Special Studies Committee will be this Wednesday, July 17th, at 5:30 p.m. at the Carmel Clay Public Library.

OTHER REPORTS

99

100

101 102

103

104

105

106

107 108

109 110

111112

113

114

115

116

117118

119

120

121

122

123

124 125

126

127

128

129 130

131

132

133

134

135

136137138

139

140

141

142

143144145

146

147

148 149 The Carmel Redevelopment Commission's monthly report was given by Director Henry Mestetsky. The Wren and The Windsor buildings continue their progress. 1st on Main had its plaza opening ceremony on June 5th. That office building is now fully leased by headquarters. At Hamilton Crossing, the Republic Headquarters continue to be built. 111 S. Rangeline continues its construction progress and is already fully leased by corporate headquarters. Icon on Main's parking garage has sparked conversation about what this project will look like when completed. It will have a public plaza and beautiful architecture. Other projects in progress include the AT&T site redevelopment and the Historical Society. The Interurban Trailhead into Central Park was built by the CRC for the Parks Department. The Carmel Winter Farmer's Market also had artwork painted on its facade to indicate where that market takes place. Councilors Joshi and Snyder asked about the Palladiscope days and hours, and Mr. Mestetsky said that he would check on that. Councilor Worrell offered that he heard that the shows are now only taking place Thursday – Sunday, and ending by 10:30 p.m., but he has not yet confirmed this. Councilor Minnaar asked about the current state of retail occupancy in the Muse. Mr. Mestetsky stated that there are currently retail applicants that are being considered by the developer's finance approval committee, and he suspects we will be hearing who those tenants will be in the next few weeks. Councilor Aasen asked for more details about the valet parking that will be offered at the LOR/1933 Lounge building. Mr. Mestetsky stated that these details have not been finalized, but more information would be forthcoming.

Mark Dollase presented the Carmel Historic Preservation Commission's quarterly report to Council. The Spring Façade Grant Program has been successfully approved for six homeowners, which totaled \$26,127.00. During the July 11th CHPC meeting, a second round of façade grants was approved. Applications for those grants will be due by September 1, 2024. The CHPC is required to conduct an audit with the State every two years, which was just completed this Spring. The Commission was found to be compliant in all areas except for not having enough educational trainings for the commissioners. The CHPC has already stepped up those trainings in 2024. Commissioners are encouraged to attend the State Preserving Historic Places Conference in Madison, IN in October. This will also be an educational opportunity. A property known as the Applegate Johnson Farmstead, located in the 9600 block of Haverstick Road, has been approved by the commission, and will go before the State review board at their quarterly meeting on Wednesday, July 17th. We anticipate its approval. Indiana Landmarks has signed a purchase agreement for the Wilkinson House, which is an 1850's property located on the Northeast corner of Keystone and Smoky Row. This house was targeted for demolition, but will now be saved. Councilor Joshi asked how many Carmel properties are on the national registry of historic homes. Mr. Dollase replied that there are 7 or 8 individually, but the Thornhurst neighborhood is also listed, which has about 35 properties. Councilor Taylor asked about the process of reaching out to endangered properties. Mr. Dollase shared that individual letters have been mailed to potential applicants that have been identified by the CHPC Survey, and that survey will be expanded in the future.

OLD BUSINESS

Council President Green announced the fourteenth reading of <u>Ordinance D-2696-23</u>; 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 and Aasen. This remains in the Finance, Utilities and Rules Committee.

Council President Green announced the third reading of <u>Ordinance Z-690-24</u>; An Ordinance establishing Non-Dwelling Short Term Rental Use-Specific Standards and Definitions in the Unified Development Ordinance; Sponsor(s): Councilor(s) Worrell and Minnaar. President Green announced that he would be pulling this ordinance out of committee, as it had been sent back to the Land Use and Special Studies Committee previously, when a question was raised about this ordinance potentially prohibiting the use of

large estates for fundraising events. As it was determined that this would not be an issue for charitable organization that are not advertising on the internet, there was no reason to keep this ordinance in committee. Councilor Joshi moved to approve the ordinance. Councilor Aasen seconded the motion. There was no discussion. Council President Green called for the vote. **Ordinance Z-690-24** approved 9-0.

Council President Green announced the second reading of <u>Ordinance D-2716-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending Chapter 5, Article 1, Section 5-3(b)(2) of the Carmel City Code; Sponsor(s): Worrell, Snyder and Aasen. This remains in the Land Use and Special Studies Committee.

Council President Green announced the second reading of <u>Ordinance D-2718-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, establishing a designated outdoor refreshment area; Sponsor(s): Worrell, Snyder and Aasen. This remains in the Land Use and Special Studies Committee.

NEW BUSINESS

Council President Green announced <u>Resolution CC-07-15-24-01</u>; A Resolution of the Common Council of the City of Carmel, Indiana, Approving a Transfer of Funds in the 2024 Information and Communication Systems Department Budget; Sponsor: Green. Being the sponsor of this resolution, Council President Green passed the gavel to Council Vice President Aasen, and made a motion to introduce the item into business. Councilor Aasen seconded. President Green presented the item to Council. Councilor Aasen passed the gavel back to President Green. Timothy Renick, Director of Information and Communication Systems, explained that this would be a transfer of funds already within the department's budget to pay for the second phase of the City's 311 project, and not a request for additional funds. Councilor Aasen moved to approve. Councilor Minnaar seconded. There was no discussion. President Green called for the vote. **Resolution CC-07-15-24-01** approved 9-0.

Council President Green announced the first reading of Ordinance D-2719-24; 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 Proscenium III Project, and Authorizing and Approving Other Actions in Respect Thereto; Sponsor: Aasen. Councilor Aasen moved to introduce the item into business. Councilor Minnaar seconded. Councilor Aasen presented the item to Council. Henry Mestetsky then spoke to Council regarding this ordinance. Mr. Mestetsky shared information regarding developer bonds and how they work, stressing that there is no risk to taxpayers or impact on the tax rate. All the risk is on the developer, these are not SBT bonds, they have no taxpayer backup, and the taxpayers will never be responsible for them. Tony Birkla, of Birkla Investment Group, shared more information about the Prosecenium III project. He introduced Phil and Judy Stewart, who own three homes that sit on land that would be a part of this project. Proscenium III is a \$123 million mixed-use development, primarily office and luxury hotel, also including residential and parking. The garage would be 80% open to the public, which is more than the standard 75%. Proscenium III would generate \$112,000.00 annually to Carmel Clay Schools, thanks to the school referendum. There would be 63,000 square feet of corporate headquarters space, 15,000 square feet of retail, a 125-room upscale hotel, 152 multi-family units, public art, and a 508-space parking garage with 460 of those spaces open to the public. There would be a 95/5 TIF split.

Councilor Joshi asked why the 95/5 TIF split was decided upon, as it seems this project does not need to be incentivized that highly. Director Mestetsky responded that this is actually a better deal for us than Proscenium I & II, which both received 100% of the TIF. Councilor Snyder also stated that he felt the split was too high. Director Mestetsky stated that it needs to be high enough for the project to happen. Councilor Aasen asked how the public art would be paid for. Director Mestetsky replied that it would be paid for the by the developer. Councilor Taylor asked if the parking garage would be sufficient in

consideration of the city hall parking spaces that would be lost, and the residents and office workers that would all be using it. Director Mestetsky agreed that at peak times, the garage would be full and parking would have to be found elsewhere, but that the garage would also provide extra parking for events like the gazebo concert series. Councilor Worrell stated that when this item comes to the Finance committee, they will discuss the differing TIF splits of recent projects. Councilor Aasen stated that the Council would like to see how factors such as storm water drainage and parking fit together with all of the upcoming projects in the urban core. Councilor Taylor pointed out that the TIF split for the Gramercy project had to be so high because you cannot TIF for-purchase properties. Council President Green then sent this ordinance to the Finance, Utilities and Rules Committee.

Council President Green announced the first reading of <u>Ordinance D-2720-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, Adopting an Investment Policy Authorizing the Investment of Public Funds Pursuant to IC 5-13-9-5.7; Sponsor: Taylor. Councilor Snyder moved to introduce the item into business. Councilor Joshi seconded. Councilor Taylor presented the item to Council. He explained that this investment policy is not new, it is just a renewal of our existing investment policy that must happen every four years. Councilor Joshi moved to suspend the rules and act on this tonight. Councilor Taylor seconded. There was no discussion. Council President Green called for the vote. Motion to suspend the rules approved 9-0. Councilor Aasen moved to approve the ordinance. Councilor Taylor seconded. There was no discussion. Council President Green called for the vote. <u>Ordinance D-2720-24</u> approved 9-0.

Council President Green announced the first reading of <u>Ordinance D-2721-24</u>; An Ordinance of the Common Council of the City of Carmel, Indiana, Amending the 2024 Salary Ordinance; Sponsor: Aasen. Councilor Aasen moved to introduce. Councilor Minnaar seconded. Councilor Aasen presented the item to Council. Samantha Karn, Corporation Counsel, explained that a new employee had not been hired, this salary ordinance pertained to an existing employee who is actually functioning in more of an Asset Management Systems role. This ordinance would change that person's title and pay. This ordinance would also reallocate money within the Chief Infrastructure Officer's base pay but would not change that employee's total compensation. Councilor Snyder made a motion to suspend the rules. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. Motion to suspend the rules approved 9-0. Councilor Aasen made a motion to approve the ordinance. Councilor Minnaar seconded. There was no discussion. Council President Green called for the vote. <u>Ordinance D-2721-24</u> approved 9-0.

AGENDA ADD-ONS

Costs for Portions of Clara Knotts Drain Located in the City of Carmel to the agenda. Councilor Joshi seconded. There was no discussion. Council President Green called for the vote. Motion to add to the agenda approved 9-0. Chief Infrastructure Officer Jeremy Kashman explained that the College Avenue reconstruction project has required the movement of some utility lines through a regulated drain easement for the Clara Knotts drain. In order to speed up the process, this interlocal agreement allows the Hamilton County drainage board to seek any needed reimbursement from the city of Carmel, but still allows Carmel to seek reimbursement from the utilities. Councilor Joshi asked if we have estimated what amount that reimbursement might be. Mr. Kashman replied that we don't know the amount, but the risk is fairly minimal. Councilor Taylor asked if Corporation Counsel was comfortable with our ability to seek reimbursement based on this agreement, and Ms. Karn replied that they are. Councilor Taylor moved to approve this agreement. Councilor Aasen seconded. There was no discussion. Council President Green called for the vote. Interlocal Agreement approved 9-0.

OTHER BUSINESS								
There was none.								
<u>ANNOUNCEMENTS</u>								
Councilor Snyder asked Chief Infrastructure Offi	icer Jeremy Kashman to introduce the new City Engineer							
Bradley Pease was introduced as the new City Er	ngineer. Brad had been a Staff Engineer with the city							
previously.								
<u>ADJOURNMENT</u>								
Council President Green adjourned the meeting at 7:22 p.m.								
Respectfully Submitted,								
	Jacob Quinn, Clerk							
	Approved,							
ATTEST:	Anthony Green, Council President							
Jacob Quinn, Clerk								
	There was none. ANNOUNCEMENTS Councilor Snyder asked Chief Infrastructure Offi Bradley Pease was introduced as the new City Enpreviously. ADJOURNMENT Council President Green adjourned the meeting a							

Total Gross Wages for REGULAR PAYROLL date 6/28/2024	\$2,538,380.53
Total Payroll Liabilities for REGULAR PAYROLL date 6/28/2024 I hereby certify that payroll amount listed above is true and correct and I have audite	\$1,177,517.33 d same in
accordance with IC 5-11-10-1.6.	CFO/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 \$3,715,897.86 is compliance with Section 2-12 of the	
Dated this day of, _2024_	
Acknowledged by the Common Council of the City of Carmel, Indiana.	
Council President	

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

11ML. 10.13.32			ACCOUNTS TATABLE VOC	SHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CENTERPOINT ENERGY	409979	07/11/24	NATURAL GAS	1120-4349000		145.86	145.86
CENTERPOINT ENERGY	409980	07/11/24	NATURAL GAS	1120-4349000		67.77	67.77
CENTERPOINT ENERGY	409981	07/11/24	OTHER EXPENSES	651-5023990		1,366.54	
CENTERPOINT ENERGY	409982	07/11/24	NATURAL GAS	1208-4349000		1,715.54	1,366.54
AMERICAN PUBLIC WORKS ASS AMERICAN PUBLIC WORKS ASS AMERICAN PUBLIC WORKS ASS AMERICAN PUBLIC WORKS ASS	409983 409983	07/11/24 07/11/24	PWX CONFERENCE PWX CONFERENCE PWX CONFERENCE PWX CONFERENCE	2201-4357004 2201-4357004 2201-4357004 2201-4357004	111351 111351 111351 111351	858.00 858.00 569.00 858.00	1,715.54 3,143.00
JASON ARMES	409984	07/11/24	SAFETY ACCESSORIES	2201-4356003		144.00	144.00
HENRY ARMOUR	409985	07/11/24	OTHER EXPENSES	601-5023990		1,355.71	
AT&T CORP.	409986	07/11/24	20-SW-11 PROJECT	250-4350900	111397	12,149.63	1,355.71
BRIAN BALLARD	409987	07/11/24	ORGANIZATION & MEMBER DUE	1207-4355300		374.92	12,149.63
BRADEN BUSINESS SYS,INC	409988	07/11/24	COPIER	1203-4353004		120.60	374.92
BRADEN BUSINESS SYS,INC	409989	07/11/24	OTHER CONT SERVICES	1207-4350900		110.70	120.60
CANON SOLUTIONS AMERCIA I	409990	07/11/24	DESK PRINTER	1180-R4353004	106774	24.90	110.70
CARMEL CLAY SCHOOLS-FUEL CARMEL CLAY SCHOOLS-FUEL CARMEL CLAY SCHOOLS-FUEL	409991		GASOLINE GASOLINE	1115-4231400 2200-4231400 2201-R4231300	R103544	975.56 424.26 15,374.49	24.90
CARMEL FIRE BUFFS	409992	07/11/24	GENERAL INSURANCE	1120-4347500		6,497.00	16,774.31
CARMEL UTILITIES CARMEL UTILITIES CARMEL UTILITIES	409993 409993 409993	07/11/24	OTHER CONT SERVICES WATER & SEWER WATER & SEWER	202-4350900 2201-4348500 2201-4348500		53.88 719.29 780.96	6,497.00
CHARD SNYDER & ASSOC LLC	409994	07/11/24	OTHER EXPENSES	301-5023990		483.35	1,554.13
CHARTER COMMUNICATIONS HO	409995	07/11/24	OTHER CONT SERVICES	2201-4350900		101.02	483.35
CHARTER COMMUNICATIONS HO	409996	07/11/24	CABLE SERVICE	1208-4349500		78.95	101.02 78.95
CHARTER COMMUNICATIONS HO	409997	07/11/24	INTERNET LINE CHARGES	1115-4344200		189.67	189.67
CLAY TOWNSHIP	409998 409998 409998 409998 409998 409998 409998 409998	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	ELECTRICITY WATER & SEWER NATURAL GAS EQUIPMENT REPAIRS & MAINT CLEANING SERVICES OTHER CONT SERVICES TRASH COLLECTION RENT PAYMENTS	1115-4348000 1115-4348500 1115-4349000 1115-4350000 1115-4350600 1115-4350900 1115-4350101 1115-4352500		187.95 16.49 31.16 242.60 518.16 1,976.76 11.07 5,500.00	103.67
DOUGLAS DETRICK	409999		OTHER EXPENSES	601-5023990		6,531.93	8,484.19
CULLIGAN OF INDIANAPOLIS		, ,	OTHER MISCELLANEOUS	1205-4239099		71.43	6,531.93
		,, 1					71.43

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

111112. 10.13.32			ACCOUNTS TATABLE TOO	ETTER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
VENDOR NAME DUKE ENERGY	410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002 410002	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	DESCRIPTION OTHER EXPENSES OTHER EXPENSES ELECTRICITY	651-5023990 651-5023990 1115-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000		40.32 24.97 261.96 65.28 15.05 41.27 12.28 11.29 31.15 33.01 39.41 162.04 72.42 15.05 48.83 19.07 201.29 62.20 34.13 34.13 87.55 67.98 24.51 41.54 52.72 74.99 38.64 45.77	
ENTERPRISE FLEET MGMT INC	410002	07/11/24	CARS/TRUCKS LEASE	2201-R4353099	108353	9.092.46	2,040.32
ENTERPRISE FM TRUST ENTERPRISE FM TRUST	410004 410004	07/11/24 07/11/24	OTHER EXPENSES OTHER EXPENSES	601-5023990 651-5023990		11,765.98 6,720.72	9,092.46
ENTERPRISE FM TRUST	410005	07/11/24	TRUCK LEASE	1207-4463500	110766	647.53	18,486.70
FIFTH THIRD EQUIPMENT FIN FIFTH THIRD EQUIPMENT FIN FIFTH THIRD EQUIPMENT FIN FIFTH THIRD EQUIPMENT FIN	410006* 410006* 410006 410006	07/11/24 07/11/24 07/11/24 07/11/24	OTHER EXPENSES OTHER EXPENSES TRUCK LEASE CARS & TRUCKS OFFICE EQUIPMENT CARS & TRUCKS OFFICE EQUIPMENT OTHER EXPENSES OTHER EXPENSES	1192-4465001 1192-4464000 1192-4465001 1192-4464000		-1,124.57 -562.46 1,124.57 562.46	047.33
GFC LEASING OH	410007	07/11/24	OTHER EXPENSES	601-5023990		285.28	285 28
GFC LEASING OH	410008	07/11/24	OTHER EXPENSES	651-5023990		200.16	200.16
TIM GRIFFIN	410009	07/11/24	OTHER MISCELLANEOUS	1120-4239099		51.63	51.63
I C C BUSINESS PRODUCTS		07/11/24	OTHER MISCELLANEOUS EQUIPMENT MAINT CONTRACTS	1120-4351501		106.70	106.70
IGA/PGA, INC	410011						
INDIE COFFEE ROASTERS	410012	07/11/24	COFFEE	1180-R4230200	110548	35.00	35.00
INSIGHT PUBLIC SECTOR, IN INSIGHT PUBLIC SECTOR, IN	410013	07/11/24	COFFEE OTHER EXPENSES OTHER EXPENSES	601-5023990		138.74	277.47

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

11ME: 10:13:32							
VENDOR NAME	CHECK NO	DATE				INVOICE AMT	CHECK AMT
INTELLICORP RECORDS	410015	07/11/24	TESTING FEES	1201-R4358800	110669	267.00	267.00
AES INDIANA	410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017 410017	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	ELECTRICITY ELECTRICITY OTHER EXPENSES OTHER CONT SERVICES ELECTRICITY	1120-4348000 1120-4348000 651-5023990 202-4350900 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000 2201-4348000		2,583.02 841.94 671.43 29.85 95.21 10.06 112.25 99.74 81.45 74.45 68.88 57.52 156.19 82.49 3,298.09 51.87 110.45 86.93 57.46 171.91 1,138.24 74.26 372.48 50.48 172.37 43.23 56.72 65.11 114.29 147.37 67.73	11,043.47
IU HEALTH WORKPLACE SERVI	410018	07/11/24	OTHER EXPENSES	301-5023990		1,050.00	1,050.00
JAPAN-AMERICA SOCIETY OF		07/11/24	ORGANIZATION & MEMBER DUE	1160-4355300		350.00	350.00
JACOB JOHNSON	410020		EXTERNAL INSTRUCT FEES				420.00
KONICA MINOLTA BUSINESS S	410021	07/11/24	OTHER EXPENSES OTHER EXPENSES	651-5023990		3.65	3.65
KONICA MINOLTA BUSINESS S	410022	07/11/24	OTHER EXPENSES	651-5023990		32.75	32.75
KYLER KONING			VIDEO EQUIPMENT				302.41
JEREMY MANERS JEREMY MANERS	410024 410024		EXTERNAL TRAINING TRAVEL TUITION REIMBURSEMENT				1,345.50
MENARDS, INC MENARDS, INC	410025 410025		86176 86187				552.72
METRO FIBERNET LLC	410026		INTERNET LINE CHARGES				122.20
MISTER ICE OF INDIANAPOLI	410027	07/11/24	OTHER RENTAL & LEASES	1207-4353099		149.00	149.00
MOUNTAIN GLACIER LLC MOUNTAIN GLACIER LLC	410028 410028	07/11/24 07/11/24	OTHER EXPENSES OTHER EXPENSES	651-5023990 601-5023990		49.70 49.69	1.3.30

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

IIME: 10:15:52			ACCOUNTS PAYABLE - VOU	THEK KEGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
MOUNTAIN GLACIER LLC	410029	07/11/24	COFFEE MACHINE SERV	1192-R4353099	110675	31.98	99.39
NATIONAL NOTARY ASSOCIATI			ORGANIZATION & MEMBER DUE		2200.5	80.00	31.98
JACOB QUINN	410030 410031 410031 410031 410031 410031	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	EXTERNAL TRAINING TRAVEL EXTERNAL TRAINING FEES ORGANIZATION & MEMBER DUE TRAVEL PER DIEMS EXTERNAL TRAINING TRAVEL EXTERNAL TRAINING TRAVEL	1702-4343002 1702-4357002 1702-4355300 1702-4343004 1702-4343002		117.50 500.00 225.00 276.00 593.40 175.54	80.00
REPUBLIC WASTE SERVICES O	410032	07/11/24	OTHER EXPENSES	601-5023990		178.32	1,887.44
REPUBLIC WASTE SERVICES O	410033	07/11/24	OTHER EXPENSES	601-5023990		442.74	178.32
REPUBLIC WASTE SERVICES O	410034	07/11/24	TRASH	1207-4350101	110767	1,677.93	442.74
SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP	410035 410035 410035	07/11/24	OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES	1208-4350900 1208-4350900 1208-4350900		3,819.00 477.00 6,154.32	1,677.93
SHRED-IT USA LLC SHRED-IT USA LLC	410036 410036		OTHER EXPENSES OTHER EXPENSES	601-5023990 651-5023990		48.57 48.58	10,450.32
SIMPLIFILE	410037	07/11/24	RECORDING FEES	2200-4340600		237.75	97.15
SIMPLIFILE SIMPLIFILE	410038 410038		RECORDING FEES ENGINEERING FEES	2200-4340600 2200-4340100		197.75 84.75	237.75
SIMPLIFILE	410039	07/11/24	LIENS	1192-R4340600	110671	762.75	282.50
THOMSON REUTERS-WEST	410041	07/11/24	LIBRARY REF MATERIALS	1180-R4469000	105933	1,120.00	762.75
THOMSON REUTERS-WEST	410042	07/11/24	SUBSCRIPTIONS	1192-4355200		972.00	1,120.00
TRICO REGIONAL SEWER UTIL TRICO REGIONAL SEWER UTIL TRICO REGIONAL SEWER UTIL	410043 410043	07/11/24	OTHER EXPENSES OTHER EXPENSES WATER & SEWER	601-5023990 601-5023990 2201-4348500		138.92 135.77 482.91	972.00
UPS	410044	07/11/24	OTHER EXPENSES	601-5023990		21.05	757.60
UPS	410045	07/11/24	OTHER EXPENSES	651-5023990		41.42	21.05
VAN AUSDALL & FARRAR	410046	07/11/24	EQUIPMENT MAINT CONTRACTS	1115-4351501		80.54	41.42
VERIZON	410047	07/11/24	CELLULAR PHONE FEES	1160-4344100		146.24	80.54
VERIZON	410048	07/11/24	CELLULAR PHONE FEES	1205-4344100		213.70	146.24
VERIZON	410049	07/11/24	CELLULAR PHONE FEES	1702-4344100		153.68	213.70
VERIZON	410050	07/11/24	CELL PHONE	1180-R4344100	108084	149.25	153.68
VERIZON	410051	07/11/24	CELLULAR PHONE FEES	2200-4344100		547.44	149.25
VERIZON	410052	07/11/24	OTHER EXPENSES	601-5023990		1,050.07	547.44
							1,050.07

PAGE NUMBER: 5 acctpay1crm SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
VERIZON	410053	07/11/24	CELLULAR PHONE FEES	1192-4344100		2,289.02	2,289.02
VOIANCE LANGUAGE SERVICES	410054	07/11/24	OTHER CONT SERVICES	1120-4350900		3.93	3.93
NICK WEBER	410055	07/11/24	TRAVEL PER DIEMS	1501-4343004		87.77	87.77
KEVIN WHITED	410056	07/11/24	OTHER EXPENSES	854-5023990		14.38	14.38
ZAYO GROUP LLC	410058	07/11/24	INTERNET LINE CHARGES	1115-4344200		1,164.05	1,164.05
ACE-PAK PRODUCTS INC ACE-PAK PRODUCTS INC ACE-PAK PRODUCTS INC ACE-PAK PRODUCTS INC	410059 410059 410059 410059	07/11/24 07/11/24	OTHER MAINT SUPPLIES SAFETY SUPPLIES CLEANING SUPPLIES CLEANING SUPPLIES	1093-4238900 1094-4239012 1125-4238900 1125-4238900	59929 59894	158.94 479.60 951.29 901.40	2,491.23
ADRENALINE INDOOR ADVENTU ADRENALINE INDOOR ADVENTU ADRENALINE INDOOR ADVENTU	410060	07/11/24	FIELD TRIPS FIELD TRIPS FIELD TRIPS	1082-4343007 1082-4343007 1082-4343007		504.00 864.00 1,134.00	2,502.00
AMERICAN RED CROSS-HLTH &	410061	07/11/24	INTERNAL INSTRUCT FEES	1082-4357003		506.00	506.00
ASANTE ART INSTITUTE OF I	410062	07/11/24	FIELD TRIPS	1082-4343007		800.00	800.00
CORVUS JANITORIAL OF INDP	410063	07/11/24	CP WESTERMEIER COMMONS	1125-4350600	58983	2,903.00	2,903.00
BLUEPAY PROCESSING, LLC	410064	07/11/24	OTHER PROFESSIONAL FEES	1081-4341999		227.00	2,903.00
CARMEL DAD'S CLUB	410065	07/11/24	OTHER CONT SERVICES	1082-4350900		24,000.00	24,000.00
CARMEL UTILITIES	410066	07/11/24	WATER & SEWER	1125-4348500		252.73	252.73
CHILDREN'S MUSEUM OF INDI	410067	07/11/24	FIELD TRIPS	1082-4343007		1,009.50	1,009.50
CINTAS CORPORATION #18	410068	07/11/24	OTHER MAINT SUPPLIES	1093-4238900		945.04	945.04
AVANT GARDE LIMOS COACH &	410069	07/11/24	BUS TRIPS	1082-4343006		44,601.38	44,601.38
CURRENT PUBLISHING CURRENT PUBLISHING	410070 410070		MARKETING & PROMOTIONS MARKETING & PROMOTIONS	1081-4341991 1091-4341991		190.00 285.00	41,001.50
PAPAW'S ICE CREAM PAPAW'S ICE CREAM PAPAW'S ICE CREAM	410070 410071 410071 410071	07/11/24 07/11/24	NAT ICE CREAM DAY FIELD TRIPS FIELD TRIPS	853-5023990 1082-4343007 1082-4343007	59950	471.00 172.50 160.50	475.00 804.00
CARAVAN CLASSES	410072	07/11/24	FIELD TRIPS	1082-4343007		645.00	645.00
DIRECT TV	410073	07/11/24	CABLE SERVICE	1091-4349500		244.99	244.99
DUKE ENERGY	410074 410074 410074 410074 410074 410074 410074 410074 410074	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	ELECTRICITY	1125-4348000 110-4348000 1125-4348000 1125-4348000 1125-4348000 1125-4348000 1091-4348000 1091-4348000 1125-4348000 1125-4348000		73.36 605.31 188.22 15.32 32.54 142.34 12,849.90 32,174.92 47.53 43.62	2.77.33

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	410074 410074 410074 410074 410074	07/11/24 07/11/24 07/11/24 07/11/24	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	1125-4348000 1125-4348000 1125-4348000 110-4348000 1125-4348000 1125-4348000		20.54 123.82 38.28 76.98 220.13 435.31	47,088.12
EINSTEIN NOAH RESTAURANT	410075	07/11/24	GENERAL PROGRAM SUPPLIES	1082-4239039		77.94	77.94
ELAN FINANCIAL SERVICES	410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076 410076	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	GENERAL PROGRAM SUPPLIES FIELD TRIPS INFO SYS MAINT/CONTRACTS MARKETING & PROMOTIONS TELEPHONE LINE CHARGES SUBSCRIPTIONS SMALL TOOLS & MINOR EQUIP INFO SYS MAINT/CONTRACTS TELEPHONE LINE CHARGES SUBSCRIPTIONS CLASSIFIED ADVERTISING POSTAGE EQUIPMENT REPAIRS & MAINT INFO SYS MAINT/CONTRACTS SUBSCRIPTIONS	1082-4239039 1082-4343007 1082-4343007 1082-4343007 1082-4343007 1082-4343007 1082-4343007 1082-4343007 1091-4341991 1091-4341991 1091-4344000 1091-434955 1125-4344000 1125-4344000 1125-4344000 1125-4344000 1125-4344000 1125-43455200 1125-4345000 1125-4345000 1081-4355200 1081-4355200		99.96 666.00 275.00 1,456.00 1,154.00 1,693.00 1,400.00 410.00 325.29 873.81 283.73 1,759.42 113.10 550.47 137.43 219.89 200.00 36.80 9.25 325.29 287.50	
ELLIS MECHANICAL & ELECTF	R 410077	07/11/24	EQUIPMENT REPAIRS & MAINT BUILDING REPAIRS & MAINT	1094-4350000		805.75 604.00	12,275.94
ENTERPRISE FM TRUST ENTERPRISE FM TRUST	410078 410078	07/11/24	OTHER RENTAL & LEASES APRIL-DEC 2024	1125-4353099 1125-4353099	59413	15.00 8,711.23	1,409.75 8,726.23
ENVIRONMENTAL LABORATORI	E 410079	07/11/24	OTHER CONT SERVICES	1125-4350900		13.88	13.88
HAL ESPEY	410080		BOARD VIDEO TAPINGS 2024		59348	1,050.00	1,050.00
FRANCISCO JAVIER CONTRERA	4 410081	07/11/24	SECURITY SERVICES			240.00	240.00
FRIENDS OF CENTRAL POOL :			FIELD TRIPS	1082-4343007		256.00	256.00
FULLER ENGINEERING CO LLO FULLER ENGINEERING CO LLO	C 410083 C 410083	07/11/24 07/11/24	BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT	1094-4350100 1093-4350100		2,980.00 4,660.00	7,640.00
INGRID GARCIA	410084	07/11/24	TRAVEL FEES & EXPENSES	1125-4343000		16.68	16.68
GOLD MEDAL PRODUCTS	410085	, ,	FOOD & BEVERAGES	1095-4239040		492.55	492.55
GT SOFT, INC.	410086		INFO SYS MAINT/CONTRACTS			23,800.00	23,800.00
KENNETH NEAL HOARD	410087		SECURITY SERVICES	1091-4341992 1081-4357004		960.00 430.00	960.00
INDIANA CENTER FOR PREVE	N 410088	0//11/22	EXTERNAL INSTRUCT FEES	1001-4337004		450.00	430.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

11112: 10:13:32			ACCOUNTS TATABLE VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
AES INDIANA AES INDIANA AES INDIANA AES INDIANA AES INDIANA	410089 410089 410089 410089 410089	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	1125-4348000 1125-4348000 1125-4348000 1125-4348000 110-4348000		61.08 64.60 2,481.22 214.87 1,121.49	3,943.26
KROGER CO	410090 410090 410090 410090 410090 410090 410090 410090 410090 410090 410090 410090 410090 410090	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	DESCRIPTION ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY AQUATICS LIFEGUARD TREATS CLASSIFIED ADVERTISING SPECIAL PROJECTS OTHER MISCELLANEOUS SAFETY SUPPLIES FOOD & BEVERAGES GENERAL PROGRAM SUPPLIES STALL TOOLS & MINOR EQUIP	853-5023990 1125-4346000 1091-4359000 1092-4239099 1094-4239012 1095-4239039 1096-4239039 1096-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039	59775	17.94 12.99 20.95 106.26 17.98 104.08 69.47 30.34 130.20 262.54 35.94 11.49 240.24 142.38 104.34 5.00	1,312.14
THE LIFEGUARD STORE INC THE LIFEGUARD STORE INC THE LIFEGUARD STORE INC	410091 410091 410091	07/11/24 07/11/24 07/11/24	SMALL TOOLS & MINOR EQUIP SAFETY SUPPLIES SAFETY SUPPLIES	1094-4238000 1094-4239012 1094-4239012		406.18 182.00 52.50	
SUB ZERO NITROGEN ICE CRE SUB ZERO NITROGEN ICE CRE	410092 410092		GENERAL PROGRAM SUPPLIES GENERAL PROGRAM SUPPLIES				640.68
LOCHMUELLER GROUP, INC.	410093	07/11/24	REFUNDS AWARDS & INDEMITY	110-4358400		1,794.50	798.00
LOWE'S COMPANIES INC LOWE'S COMPANIES INC	410094 410094	07/11/24 07/11/24	GENERAL PROGRAM SUPPLIES REPAIR PARTS	1092-4239039 1093-4237000		182.56 75.05	1,794.50
MAGERS BOOKKEEPING SERVIC MAGERS BOOKKEEPING SERVIC MAGERS BOOKKEEPING SERVIC MAGERS BOOKKEEPING SERVIC MAGERS BOOKKEEPING SERVIC	410095	07/11/24	OTHER PROFESSIONAL FEES	1081-4341999 1091-4341999 1125-4341999 110-4341999 1125-4341999		450.00 435.00 120.00 175.00 15.00	257.61
ERIC MEHL	410096	07/11/24	CELLULAR PHONE FEES	1125-4344100		50.00	1,195.00
MOBLEY PRODUCTIONS LLC MOBLEY PRODUCTIONS LLC	410097 410097	07/11/24 07/11/24	OTHER MISCELLANEOUS OTHER MISCELLANEOUS	1081-4239099 1091-4239099		500.00 500.00	50.00
MR. B'S LAWN MAINTENANCE	410099 410099 410099 410099 410099 410099 410099 410099 410099 410099 410099	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	OTHER PROFESSIONAL FEES OTHER PROFESSIONAL FEES OTHER PROFESSIONAL FEES CELLULAR PHONE FEES OTHER MISCELLANEOUS OTHER MISCELLANEOUS LAWN MOWING CONTRACT	1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400	59271 59271 59271 59271 59271 59271 59271 59271 59271 59271 59271	457.80 619.12 1,443.16 808.34 2,459.04 784.80 2,514.85 723.76 1,817.90 619.73 1,612.11 773.03	1,000.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: acctpay1crm

TIME: 10:15:52			ACCOUNTS PATABLE VOO	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
MR. B'S LAWN MAINTENANCE	410099 410099 410099 410099 410099 410099 410099 410099 410099 410099	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	LAWN MOWING CONTRACT SPRING TURF CLEAN UP	1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400 1125-4350400	59271 59271 59271 59271 59271 59271 59271 59271 59271 59271 59209	915.60 1,424.02 2,254.12 915.60 543.39 1,640.23 619.73 4,224.84 606.26 1,318.81 410.00	29,506.24
NCSI	410100	07/11/24	CRIMINAL BACKGROUND CHEC	1081-4341990		18.50	18.50
NEON ONE LLC	410101	07/11/24	VOLUNTEER SOFTWARE	1125-4355200	59774	219.00	219.00
PEPSI-COLA GEN BOT IN	410102	07/11/24	FOOD & BEVERAGES	1095-4239040		920.48	920.48
POTTERY BY YOU	410103	07/11/24	FIELD TRIPS	1082-4343007		68.00	68.00
RECREATION RESULTS LLC	410104	07/11/24	CONSULTING FEES	1091-4340400		1,560.00	1,560.00
S & S CRAFTS WORLDWIDE IN S & S CRAFTS WORLDWIDE IN	410105 410105	07/11/24 07/11/24	GENERAL PROGRAM SUPPLIES GENERAL PROGRAM SUPPLIES	1081-4239039 1082-4239039		48.58 161.65	210.23
SHVR LLC	410106	07/11/24	MARKETING & PROMOTIONS	1091-4341991		375.00	375.00
SMITH GROUP INC	410107	07/11/24	OTHER CONT SERVICES	110-4350900		2,600.56	2,600.56
SPEAR CORPORATION	410108	07/11/24	EQUIPMENT REPAIRS & MAIN	1094-4350000		2,603.85	2,603.85
STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG	410109 410109 410109 410109 410109	07/11/24 07/11/24 07/11/24 07/11/24	OFFICE SUPPLIES GENERAL PROGRAM SUPPLIES OTHER MISCELLANEOUS OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OTHER MISCELLANEOUS	1082-4239099 1091-4230200		94.77 187.59 69.03 5.58 25.84 360.27 72.42	815.50
SYNTHESIS INC	410110	07/11/24	BEAR CREEK PARK	853-5023990	59440	716.00	716.00
T A R CONCEPTS T A R CONCEPTS T A R CONCEPTS	410111 410111 410111	07/11/24	BUILDING REPAIRS & MAINT EQUIPMENT REPAIRS & MAIN' BUILDING REPAIRS & MAINT	F 1094-4350000		7,472.00 5,595.30 6,410.00	19,477.30
TERRYBERRY COMPANY LLC TERRYBERRY COMPANY LLC	410112 410112	07/11/24 07/11/24	OTHER CONT SERVICES OTHER CONT SERVICES	1091-4350900 1125-4350900		52.62 34.60	87.22
TRICO REGIONAL SEWER UTIL	410113 410113 410113 410113 410113 410113	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	WATER & SEWER	1125-4348500 1125-4348500 1125-4348500 1091-4348500 1091-4348500 110-4348500 1125-4348500		94.19 20.58 185.63 920.12 6,512.65 160.97 138.92	8,033.06
VERIZON VERIZON	410114 410114	07/11/24 07/11/24	1 CELLULAR PHONE FEES 1 CELLULAR PHONE FEES	1091-4344100		120.04	

SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 PAGE NUMBER: acctpay1crm CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

11ME. 10.13.32			ACCOUNTS PATABLE - VOU	CHEK KEGISTEK			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
VERIZON	410115	07/11/24	CELLULAR PHONE FEES	1125-4344100		1,469.17	619.50
VERIZON	410116	07/11/24	CELLULAR PHONE FEES	1081-4344100		1.995.85	1,469.17
WM CORPORATE SERVIES INC	410117	07/11/24	TRASH COLLECTION	1125-4350101		756.00	1,995.85
WEIHE ENGINEERS INC WEIHE ENGINEERS INC	410118	07/11/24 07/11/24	FOUNDERS PARK PLAYGROUND	103-4462000	59487 57564	3,203.50 2,681.00	
WILLOW MARKETING MGMT, IN	410119 410119 410119 410119 410119	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	INFO SYS MAINT/CONTRACTS INFO SYS MAINT/CONTRACTS CONSULTING FEES CONSULTING FEES CONSULTING FEES VIDEO MARKETING/MGMT	1091-4341955 1081-4341955 1125-4340400 1081-4340400 1091-4340400		75.00 75.00 3,527.66 3,527.67 3,527.67	5,884.50 10,733.00
AG PRODUCTIONS, LLC	410120	07/11/24	VIDEO MARKETING/MGMT	1203-4341970	111390	1,000.00	1,000.00
AL WARREN OIL CO INC	410121	07/11/24	DIESEL FUEL	1115-4231300		636.91	636.91
ALERT ALL		07/11/24	PET FINDER	1120-4239020	111340	490.00	490.00
ALPHAGRAPHICS	410123	07/11/24	PROMOTIONAL FUNDS	1401-4355100		351.59	351.59
AMAZON CAPITAL SERVICES	410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125 410125	07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24	PROMOTIONAL FUNDS CELLULAR PHONE FEES OFFICE SUPPLIES GARAGE & MOTOR SUPPIES GARAGE & MOTOR SUPPIES OFFICE SUPPLIES HARDWARE INTERNAL TRAINING FEES 1120 OTHER MISCELLANEOUS REPAIR PARTS OFFICE SUPPLIES MAC INVOICES JUNE 2024 THER EXPENSES FURNITURE & FIXTURES FESTIVAL/COMMUNITY EVENTS CELLULAR PHONE FEES POSTAGE OFFICE SUPPLIES STATIONARY & PRNTD MATERL OFFICE SUPPLIES OFFICE SUPPLIES	1192-4344100 1192-4230200 1192-4232100 1192-4232100 2200-4230200 102-4463201 1120-4355100 1120-4355100 1120-4237000 1120-4230200 1203-4230200 1203-4230200 1203-4230200 1203-4344100 1203-4353004 1203-4353004 1203-4463100 1203-4463100 1203-4464500 854-5023990 1203-446400 1203-4359003 1203-4463000 1203-4359003 1203-4463000 1203-4359003 1203-4463000 1203-4359003 1203-4463000 1203-4359003 1203-436000 1203-4230200 1203-4230200 1160-4230200	111391 111391 111391 111391 111391 111391 111391 111391	39.90 23.98 26.97 24.84 84.00 429.00 178.40 64.16 198.55 2,247.95 634.07 126.07 237.49 2.99 53.95 139.98 462.42 31.03 91.58 143.07 335.23 341.78 37.54 39.98 27.73 13.58 81.88 62.72	6,180.84
ARTISTS DEVELOPMENT COMPA	410126	07/11/24	BOOKING FEES	1203-4359003	111348	600.00	600.00
ASSOC OF INDIANA COUNTIES	410127		TRECS POSTAGE				30.00
BAR COMMUNICATIONS LLC	410128	07/11/24	MEDIA & COMMUNICATIONS	1203-4359300	110836	10,000.00	30.00

PAGE NUMBER: 10 acctpay1crm SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

12.12. 20.23.32							
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
BATTERIES PLUS BULBS	410129	07/11/24	REPAIR PARTS	1120-4237000		9.03	10,000.00
BOUND TREE MEDICAL LLC BOUND TREE MEDICAL LLC	410130 410130	07/11/24	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	102-4239011 102-4239011		527.50 1,245.61	9.03
THE BOX COMPANY	410131	07/11/24		1120-4342100		403.63	1,773.11
MARY H BUCKLER	410132		TRAVEL PER DIEMS	1192-4343004		750.00	403.63
BYRNE POWERWASHING	410133		CLEANING SERVICES	1205-4350600		2,000.00	750.00
C. L. COONROD & COMPANY	410134		OTHER ACCOUNTING FEES	1160-4340303		86.00	2,000.00
	410134		PC MEETINGS	1192-R4343004	110642	375.00	86.00
ADAM CAMPAGNA	410133	, ,	PROMO ADVERTISING	1203-4346500	111193	1,095.00	375.00
CARMEL CITY CENTER LLC CARMEL CITY CENTER LLC	410136		PROMO ADVERTISING	1203-4346500	111193	1,260.00	2,355.00
CARMEL CLAY HISTORICAL SO	410137	07/11/24	ARCHIVING SERVICES	1203-4341999	111392	2,330.00	2,330.00
CLARK DIETZ, INC	410138	07/11/24	ASA2 SERVICES	211-R4350900	110495	8,274.00	8,274.00
CHAKA COLEMAN	410139	07/11/24	MEETING PER DIEMS	1192-R4343004	110641	500.00	500.00
SWEET EVENT PLANNING	410140	07/11/24	BREWS ON BLVD	1203-4359003	111300	5,000.00	5,000.00
COMMERCIAL OFFICE ENVIRON	410141	07/11/24	MAYOR'S SUITE OFFICE FURN	1205-4463000	111316	34,494.65	ŕ
CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC	410142 410142 410142	07/11/24	CONSULTING FEES 22-04 ON CALL PLAN 2023 ASA5-22-06 ON CALL 2023	1115-4340400 2200-R4340100 2200-R4340100	108228 108225	5,613.39 9,970.50 3,552.00	34,494.65
CROWDRIFF INC	410143	07/11/24	WEB CORE RELATIONS	1203-4355200	111327	9,000.00	19,135.89
CRUISE MASTER PRISMS INC	410144	07/11/24	OTHER EQUIPMENT	102-4467099		2,418.00	9,000.00
CURRENT PUBLISHING	410145	07/11/24	DISPLAY ADS - JUNE	1203-4346500	111393	6,775.00	2,418.00
DISTINCT IMAGES INC	410146	07/11/24	PROMOTIONAL PRINTING	1203-4345002		750.00	6,775.00
DON HINDS FORD DON HINDS FORD DON HINDS FORD DON HINDS FORD	410147 410147 410147 410147	07/11/24 07/11/24	AUTO REPAIR & MAINTENANCE AUTO REPAIR & MAINTENANCE REPAIR PARTS REPAIR PARTS	1120-4351000 1120-4351000 1120-4237000 1120-4237000		1,378.55 190.10 117.20 55.46	750.00
HAL ESPEY HAL ESPEY	410148 410148	07/11/24	BZA & PC VIDEO SERVICES OTHER CONT SERVICES	1192-R4341999 1192-4350900	108167	1,800.00 1,300.00	1,741.31 3,100.00
FRONT LINE COUNSELING INC FRONT LINE COUNSELING INC FRONT LINE COUNSELING INC FRONT LINE COUNSELING INC FRONT LINE COUNSELING INC	410149 410149 410149	07/11/24 07/11/24 07/11/24	MENTAL HEALTH COUNSELING MENTAL HEALTH COUNSELING MENTAL HEALTH COUNSELING MENTAL HEALTH COUNSELING MENTAL HEALTH COUNSELING	1120-4340703 1120-4340703 1120-4340703 1120-4340703 1120-4340703		375.00 437.50 187.50 125.00 375.00	1,500.00
GAYLOR ELECTRIC INC	410150	07/11/24	CIRCUITS - SAFE HOUSE	1120-4350100	111290	3,517.61	3,517.61
BRADFORD GRABOW	410151	07/11/24	BZA & PC MEETINGS	1192-R4343004	108160	375.00	5,517.01

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52			CITY OF CARM ACCOUNTS PAYABLE - VOUC	MEL CHER REGISTER			PAGE NUMBER: 11 acctpay1crm
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
BRADFORD GRABOW	410151	07/11/24	TRAVEL PER DIEMS	1192-4343004		125.00	500.00
GRANICUS	410152	07/11/24	MEETING TIME STAMP SERV	1203-4341999	111144	3,595.00	3,595.00
GRANTS AVENUE LLC	410153	07/11/24	GRANT WRITING SERVICES	1203-4359003	111299	200.00	200.00
GRAYBAR ELECTRIC CO, INC GRAYBAR ELECTRIC CO, INC GRAYBAR ELECTRIC CO, INC	410154 410154 410154	07/11/24	AV REPLACEMENTS CABLES MISC ITEMS	1115-4463100 1115-R4467099 1115-4237000	111333 110386 111368	87.75 750.60 476.95	1,315.30
GUARDIAN ALLIANCE TECHNOL	410155	07/11/24	OTHER CONT SERVICES	1120-4350900		150.00	150.00
H W C ENGINEERING	410156	07/11/24	ORCHARD PARK DRAINAGE	250-R4350900	105869	850.00	850.00
HENRY SCHEIN INC HENRY SCHEIN INC HENRY SCHEIN INC HENRY SCHEIN INC	410157 410157 410157 410157	07/11/24 07/11/24	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	102-4239011 102-4239011 102-4239011 102-4239011		73.37 6.38 1,721.90 113.20	1,914.85
JEFFREY ALLEN HILL JEFFREY ALLEN HILL	410158 410158		MEETINGS FOR 2023 TRAVEL PER DIEMS	1192-R4343004 1192-4343004	108269	500.00 125.00	625.00
HOOSIER BIKE WORKS LLC	410159	07/11/24	LEARN2RIDE	854-5023990	111394	1,100.00	1,100.00
HOOSIER PORTABLE RESTROOF		07/11/24 07/11/24	GAZEBO CONCERT RESTROOMS GAZEBO CONCERT RESTROOMS	1203-4359003 1203-4359003	111395 111395	1,500.00 1,500.00	3,000.00
STRYKER SALES LLC	410161	07/11/24	OTHER CONT SERVICES	1120-4350900		1,044.00	1,044.00
HP INC. HP INC.	410162 410162		HP ELITEBOOKS DESKTOP MINI TOWER	102-4463201 2200-4463201	111309 111356	2,121.90 731.49	2,853.39
INDIANA AIR SEARCH & RES	c 410163	07/11/24	OTHER EXPENSES	851-5023990		1,800.00	1,800.00
INDIANA DESIGN CENTER, L INDIANA DESIGN CENTER, L INDIANA DESIGN CENTER, L INDIANA DESIGN CENTER, L INDIANA DESIGN CENTER, L	L 410164 L 410164 L 410164 L 410164	07/11/24 07/11/24 07/11/24	PROMO ADVERTISING PROMO ADVERTISING PROMO ADVERTISING PROMO ADVERTISING PROMO ADVERTISING	1203-4359300 1203-4346500 1203-4359300 1203-4359003 1203-4359003	111192 111192 111192 111192 111192	500.00 2,300.00 253.92 1,434.05 1,479.90	5,967.87
INDY TRANSLATIONS LLC INDY TRANSLATIONS LLC INDY TRANSLATIONS LLC	410165 410165 410165	07/11/24	ECONOMIC DEVELOPMENT FESTIVAL/COMMUNITY EVENTS LANGUAGE SERVICES	1203-4359300 1203-4359003 1203-R4359003	110517	525.00 500.00 500.00	1,525.00
INSIGHT PUBLIC SECTOR, I INSIGHT PUBLIC SECTOR, I INSIGHT PUBLIC SECTOR, I INSIGHT PUBLIC SECTOR, I	N 410166 N 410166	07/11/24 07/11/24	UPGRADED COMPUTERS UPGRADED COMPUTERS UPGRADED COMPUTERS OCKING STATION	1203-R4463100 1203-R4463100 1203-R4463100 2200-4463201	110627 110627 110627 111381	236.38 482.38 118.79 393.40	,
HOOK AND LADDER LANDSCAP HOOK AND LADDER LANDSCAP	I 410167 I 410167	07/11/24 07/11/24	OTHER CONT SERVICES CODE ENFORCEMENT SERV	1192-4350900 1192-R4350900	110678	1,505.00 1,395.00	,
WE DO WINDOWS	410168	07/11/24	BUILDING REPAIRS & MAINT	1205-4350100		2,500.00	
KEVIN RIDER	410169	07/11/24	TRAVEL PER DIEMS	1192-4343004		125.00	
KEYSTONE COOPERATIVE INC KEYSTONE COOPERATIVE INC	410170 410170		4 GARAGE & MOTOR SUPPIES 4 GARAGE & MOTOR SUPPIES	1120-4232100 1120-4232100		273.35 273.35	

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

PIP

410193

07/11/24 CMYC & BIKE CARMEL

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER:

acctpay1crm

12

TIME: 10:15:52 VENDOR NAME INVOICE AMT CHECK AMT CHECK NO DATE DESCRIPTION KEY ORGAN-ACCOUNT P.O. KEYSTONE COOPERATIVE INC 410170 07/11/24 GARAGE & MOTOR SUPPIES 1120-4232100 273.35 820.05 1192-R4343004 110661 500.00 410171 07/11/24 PC MEETINGS JOSHUA KIRSH 500.00 410172 07/11/24 LEGAL FEES 1401-4340000 5.835.00 KROGER, GARDIS & REGAS 1401-4340000 2,329.50 KROGER, GARDIS & REGAS 410172 07/11/24 LEGAL FEES 8,164.50 1203-4359300 10.000.00 LATINAS WELDING GUILD INC 410173 07/11/24 PARISIAN BENCHES 111405 10,000.00 DENNIS LOCKWOOD 410174 07/11/24 TRAVEL PER DIEMS 1192-4343004 250.00 250.00 MACALLISTER MACHINERY CO 410175 07/11/24 OTHER CONT SERVICES 1208-4350900 3.258.00 3,258.00 410176 07/11/24 STATIONARY & PRNTD MATERL 1120-4230100 657.59 MACO PRESS INC 657.59 MAIN EVENT SOUND AND LIGH 410177 07/11/24 BREWS ON BLVD 923-4359003 111199 2,551.85 2,551.85 MCKESSON MEDICAL-SURGICAL 410178 593.78 07/11/24 SPECIAL DEPT SUPPLIES 102-4239011 593.78 MEDLINE INDUSTRIES, INC 410179 07/11/24 SPECIAL DEPT SUPPLIES 102-4239011 233.64 233.64 75.10 MENARDS - FISHERS 410180 07/11/24 REPAIR PARTS 1120-4237000 75.10 410181 1115-4239099 19.99 MENARDS. INC 07/11/24 89861 19.99 159.99 410182 07/11/24 89571 1120-4238000 MENARDS, INC 07/11/24 89571 410182 1120-4237000 3.57 MENARDS, INC 07/11/24 89413 1120-4237000 32.47 MENARDS, INC 410182 MENARDS, INC 410182 07/11/24 89383 1120-4238000 12.49 410182 07/11/24 89365 1120-4236500 345.78 MENARDS, INC 554.30 410183 1192-4343004 625.00 SHANNON MARIE MINNAAR 07/11/24 TRAVEL PER DIEMS 625.00 250.00 SALIM K NAJJAR 410184 07/11/24 TRAVEL PER DIEMS 1192-4343004 250.00 NAPA AUTO PARTS INC 410185 07/11/24 REPAIR PARTS 1120-4237000 15.54 15.54 NORTH STAR PLACE BRANDING 410186 07/11/24 MARKETING & BRANDING 1203-4359300 111068 28,333.00 28,333.00 OFFICE DEPOT INC 410187 07/11/24 OFFICE SUPPLIES 1180-4230200 21.50 OFFICE DEPOT INC 410187 07/11/24 OFFICE SUPPLIES 1180-4230200 7.79 29.29 07/11/24 OTHER CONT SERVICES 1,949.55 OLD TOWN SHOPS PROP ASSOC 410188 1208-4350900 1,949.55 BORROR PUBLIC AFFAIRS LLC 410189 07/11/24 PROFESSIONAL FEES 1180-R4341999 110616 7.000.00 7,000.00 841.64 O'REILLY AUTO PARTS 410190 07/11/24 REPAIR PARTS 1120-4237000 841.64 459.50 TIFFANY PHOTOGRAPHY STUDI 410191 07/11/24 OTHER CONT SERVICES 1120-4350900 459.50 410192 07/11/24 SPECIAL DEPT SUPPLIES 102-4239011 175.00 PENN CARE INC. 07/11/24 SPECIAL DEPT SUPPLIES 102-4239011 1,173.80 PENN CARE INC. 410192 PENN CARE INC. 410192 07/11/24 SPECIAL DEPT SUPPLIES 102-4239011 58.50 1,407.30 PIP 410193 1192-R4345002 110584 07/11/24 STATIONARY 71.37 PIP 410193 07/11/24 FESTIVAL/COMMUNITY EVENTS 1203-4359003 644.53 PIP 410193 07/11/24 CMYC & BIKE CARMEL 854-5023990 111398 496.37

854-5023990

111398

646.95

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 13

acctpay1crm

110.10.15.52			ACCOUNTS FATABLE - VOIC	LHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
PIP PIP PIP PIP	410193 410193 410193 410193	07/11/24 07/11/24	PROMOTIONAL PRINTING PROMOTIONAL PRINTING FESTIVAL/COMMUNITY EVENTS STATIONARY & PRNTD MATERL			154.00 80.19 64.14 74.62	2 222 17
PRESTIGE PERFORMANCE II I	410194	07/11/24	BIKE CARMEL T-SHIRTS	854-5023990	111399	1,682.00	2,232.17 1,682.00
PROMOTIONS PLUS INC PROMOTIONS PLUS INC	410195 410195		SWIM CITY ITEMS SWIM CITY ITEMS	1203-4345002 1203-4345002	111400 111400	2,175.00 1,232.00	,
R E I REAL ESTATE SERVICE	410196	07/11/24	OTHER CONT SERVICES	1208-4350900		916.66	3,407.00
RELIABLE TRANSMISSION SER	410197	07/11/24	AUTO REPAIR & MAINTENANCE	1120-4351000		1,552.67	916.66
RESURGENT ELEVATOR LLC	410198	07/11/24	INSPECTION & MONTHLY SERV	1120-4350900	111020	250.00	1,552.67 250.00
ROLLFAST ROLLFAST ROLLFAST ROLLFAST	410199 410199 410199 410199	07/11/24 07/11/24	BIKE CARMEL EVENTS OTHER EXPENSES OTHER EXPENSES LEARN2RIDE WORKSHOPS	854-5023990 854-5023990 854-5023990 923-4359003	111372 111402	6,300.00 72.15 154.99 4,600.00	
SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP	410200 410200 410200 410200 410200	07/11/24 07/11/24 07/11/24	OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES BUILDING REPAIRS & MAINT	1208-4350900 1208-4350900 1208-4350900 1208-4350900 1120-4350100		1,304.15 9,902.98 5,500.84 3,819.00 2,643.08	11,127.14
ROBERT L SMITH PHD	410201	07/11/24	MENTAL HEALTH COUNSELING	1120-4340703		160.00	23,170.05
STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG			OFFICE SUPPLIES OFFICE SUPPLIES	1702-4230200 1702-4230200		15.50 66.37	
SWANK MOTION PICTURES INC SWANK MOTION PICTURES INC			MOVIE LICENSING-MIDTOWN MOVIE LICENSING-MIDTOWN	854-R4359024 854-R4359024	110151 110151	340.00 340.00	81.87
TANDEM MOBILITY LLC	410204	07/11/24	BIKE SHARE PROGRAM	1192-4350900	111203	14,750.00	680.00 14,750.00
CIRCLE CITY CLEANERS ONE	410205	07/11/24	CLEANING SERVICES	1120-4350600		197.13	14,730.00
WEBB EFFECTS LLC	410206 410206		BUILDING REPAIRS & MAINT OTHER CONT SERVICES	1120-4350100 1120-4350900		75.00 600.00	
SUSAN WESTERMEIER	410207	07/11/24	PLAN COMMISSION PER DIEMS	1192-R4343004	110648	625.00	675.00 625.00
WHITE'S ACE HARDWARE	410208	07/11/24	29802500	1203-4359003		229.74	229.74
WILKINSON BROTHERS WILKINSON BROTHERS	410209 410209		DESIGN, WEBSITE, MARKETING DESIGN, WEBSITE, MARKETING		111408 111408	3,100.00 5,175.00	
BRANDON WRIGHT BRANDON WRIGHT	410210 410210		FESTIVAL/COMMUNITY EVENTS FESTIVAL/COMMUNITY EVENTS			400.00 400.00	8,275.00
LEAH S YORK	410211	07/11/24	TRAVEL PER DIEMS	1192-4343004		250.00	800.00 250.00
CHRISTINE ZOCCOLA	410212	07/11/24	PC MEETINGS	1192-R4343004	110646	625.00	625.00
RAY MARKETING BY PROFORMA RAY MARKETING BY PROFORMA			STAFF CLOTHING MARKETING & PROMOTIONS	1081-4356004 1081-4341991		105.95 1,248.00	023.00

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER:

acctpay1crm

14

TIME: 10:15:52 INVOICE AMT CHECK AMT KEY ORGAN-ACCOUNT P.O. DATE DESCRIPTION CHECK NO VENDOR NAME 1,248.00 07/11/24 MARKETING & PROMOTIONS 1091-4341991 RAY MARKETING BY PROFORMA 410213 330.75 07/11/24 STATIONARY & PRNTD MATERL 1091-4230100 RAY MARKETING BY PROFORMA 410213 1.335.00 1082-4356004 07/11/24 STAFF CLOTHING RAY MARKETING BY PROFORMA 410213 794.50 1125-4356004 59808 RAY MARKETING BY PROFORMA 410213 07/11/24 UNIFORM TSHIRT RESTOCK 5,062.20 682.64 07/11/24 OTHER MAINT SUPPLIES 1093-4238900 410214 ACE-PAK PRODUCTS INC 158.94 07/11/24 OTHER MAINT SUPPLIES 1093-4238900 ACE-PAK PRODUCTS INC 410214 89.98 1092-4230200 07/11/24 OFFICE SUPPLIES 410214 ACE-PAK PRODUCTS INC 931.56 284.96 07/11/24 GENERAL PROGRAM SUPPLIES 1096-4239039 410215 B & H PHOTO-VIDEO, INC 359.76 07/11/24 GENERAL PROGRAM SUPPLIES 1092-4239039 B & H PHOTO-VIDEO, INC 410215 644.72 90.00 07/11/24 REFUNDS AWARDS & INDEMITY 1092-4358400 410216 STEPHANIE BEAVER 90.00 30.394.95 07/11/24 OTHER MAINT SUPPLIES 1094-4238900 BUDDENBAUM & MOORE, LLC 410217 30,394.95 2,822.19 1125-4231400 07/11/24 GASOLINE CARMEL CLAY SCHOOLS-FUEL 410218 533.36 1125-4231300 CARMEL CLAY SCHOOLS-FUEL 410218 07/11/24 DIESEL FUEL 3,355.55 281.00 07/11/24 OTHER CONT SERVICES 1091-4350900 CARMEL DRIVE SELF-STORAGE 410219 289.00 1081-4350900 07/11/24 OTHER CONT SERVICES CARMEL DRIVE SELF-STORAGE 410219 272.00 1091-4350900 07/11/24 OTHER CONT SERVICES CARMEL DRIVE SELF-STORAGE 410219 842.00 628.49 07/11/24 BUILDING REPAIRS & MAINT 1094-4350100 410220 CARMEL UTILITIES 5,100.79 07/11/24 BUILDING REPAIRS & MAINT 1094-4350100 410220 CARMEL UTILITIES 5,729.28 4,200,00 55676 07/11/24 MGMT SERVICES NTE PROJECT 106-R4460715 410221 CTI CONSTRUCTION LLC 4,200.00 370.00 07/11/24 CLASSIFIED ADVERTISING 1091-4346000 410222 CUMULUS INDIANAPOLIS 370.00 07/11/24 CLASSIFIED ADVERTISING 1081-4346000 CUMULUS INDIANAPOLIS 410222 1,650.00 07/11/24 MARKETING & PROMOTIONS 1091-4341991 410222 CUMULUS INDIANAPOLIS 2.390.00 157.50 1082-4343007 410223 07/11/24 FIELD TRIPS PAPAW'S ICE CREAM 160.50 1082-4343007 PAPAW'S ICE CREAM 410223 07/11/24 FIELD TRIPS 318.00 07/11/24 BUILDING REPAIRS & MAINT 1093-4350100 2.300.00 GARAGE DOORS OF INDIANAPO 410224 2,300.00 25.00 07/11/24 CELLULAR PHONE FEES 1125-4344100 410225 INGRID GARCIA 25.00 1092-4239045 1,178.00 410226 07/11/24 RETAIL GOODS GRAINGER 1,178.00 07/11/24 FLEET 3193 BRAKE REPAIRS 878.85 1125-4351000 59899 P F M CAR & TRUCK CARE CE 410227 59947 1,171.75 07/11/24 BRAKE REPAIRS 1125-4351000 P F M CAR & TRUCK CARE CE 410227 2,050.60 3,315.00 1093-4350400 07/11/24 GROUNDS MAINTENANCE GREEN TOUCH SERVICES, INC 410228 GREEN TOUCH SERVICES, INC 410228 1,365.00 59747 1125-4350400 07/11/24 RIVER HERITAGE 4.680.00 4.810.70 1094-4350900 HERITAGE ENVIRONMENTAL SE 410229 07/11/24 OTHER CONT SERVICES 4,810.70 443.37 07/11/24 GENERAL PROGRAM SUPPLIES 1082-4239039 HOBBY LOBBY STORES 410230 113.64 07/11/24 GENERAL PROGRAM SUPPLIES 1082-4239039 HOBBY LOBBY STORES 410230 557.01 40,338.78 59547 07/11/24 KUBOTA UTVS 103-4460703 410231 MACALLISTER RENTALS 40,338.78 102.20 1125-4349500 07/11/24 CABLE SERVICE 410232 METRO FIBERNET LLC 102.20 1095-4239040 1,643.14 07/11/24 FOOD & BEVERAGES 410233 PEPSI-COLA GEN BOT IN 1,643.14

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 15 acctpay1crm

11.12. 10.13.32			ACCOUNTS TATABLE VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
SEAN ROBERT	410234	07/11/24	OTHER MAINT SUPPLIES	1094-4238900		67.89	67.00
S & S CRAFTS WORLDWIDE IN	410235	07/11/24	GENERAL PROGRAM SUPPLIES	1081-4239039		80.60	67.89
SCENIC CONSTRUCTION SERVI	410236	07/11/24	MEADOWLARK TRAIL & POND	1125-4350400	59353	10,880.00	80.60
SPEAR CORPORATION	410237	07/11/24	MIDTOWN SPLASH PAD	1125-4237000	59948	900.93	10,880.00
STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG			GENERAL PROGRAM SUPPLIES GENERAL PROGRAM SUPPLIES	1096-4239039 1082-4239039		97.20 51.02	900.93
SYSCO FOOD SERVICES SYSCO FOOD SERVICES SYSCO FOOD SERVICES SYSCO FOOD SERVICES	410239 410239 410239 410239	07/11/24 07/11/24	FOOD & BEVERAGES FOOD & BEVERAGES FOOD & BEVERAGES FOOD & BEVERAGES	1095-4239040 1095-4239040 1095-4239040 1095-4239040		5,083.17 -148.59 5,651.64 3,822.20	148.22
WILLIAMS ARCHITECTS	410240	07/11/24	OTHER STRUCTURE IMPROVEMN	1091-4462000		2,511.09	14,408.42 2.511.09
ROYAL PIN WOOD	410241	07/11/24	FIELD TRIPS	1082-4343007		767.00	767.00
HAMILTON COUNTY TREASURER	410242	07/11/24	4422 W 116TH ST	902-4341999		189.98	189.98
ACTION PEST CONTROL, INC ACTION PEST CONTROL, INC			OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990		135.00 100.00	
ADVANCED TURF SOLUTIONS I	410244	07/15/24	LANDSCAPING SUPPLIES	2201-4239034		668.00	235.00
AMAZON CAPITAL SERVICES	410245	07/15/24	OTHER EXPENSES	651-5023990		310.06	668.00 310.06
AMERI-TURF AMERI-TURF	410246 410246		LANDSCAPING SUPPLIES LANDSCAPING SUPPLIES	2201-4239034 2201-4239034		347.60 196.40	
APEX ENGINEERING PRODUCTS	410247	07/15/24	OTHER EXPENSES	651-5023990		4,816.76	544.00
ARGOS CONNECTED SOLUTIONS	410248	07/15/24	GPS TRACKING SERVICES	2201-4350900	110749	2,009.00	4,816.76
AUTOZONE INC	410249	07/15/24	OTHER EXPENSES	601-5023990		48.99	2,009.00
AVI SYSTEMS	410250	07/15/24	EOC UPGRADE	1115-4463100	111016	413,335.99	48.99
BBC PUMP & EQUIP CO. INC BBC PUMP & EQUIP CO. INC BBC PUMP & EQUIP CO. INC BBC PUMP & EQUIP CO. INC	410251 410251	07/15/24 07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 651-5023990 601-5023990 651-5023990		1,076.30 1,076.31 1,036.89 1,036.89	413,335.99
B L ANDERSON CO.	410252	07/15/24	OTHER EXPENSES	601-5023990		270.00	4,226.39
BEC ENTERPRISES LLC	410253	07/15/24	REPAIR PARTS	2201-4237000	111379	2,617.17	270.00
BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC	410254 410254 410254	07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990		3,194.00 1,077.06 1,077.06	2,617.17
BOBCAT OF ANDERSON	410255	07/15/24	REPAIR PARTS	2201-4237000		713.22	5,348.12
BROTHERS CONCRETE CONSTRU BROTHERS CONCRETE CONSTRU			OTHER CONT SERVICES OTHER CONT SERVICES	2201-4350900 2201-4350900		2,225.00 2,420.00	713.22
							4,645.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 16 acctpay1crm

11.00

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CALDWELL ENVIRONMENTAL IN CALDWELL ENVIRONMENTAL IN			BUILDING REPAIRS & MAINT OTHER EXPENSES	2201-4350100 601-5023990		9,020.00 1,800.00	10,820.00
CARGILL INC-SALT DIVISION	410258 410258 410258 410258	07/15/24 07/15/24 07/15/24 07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990		2,882.90 2,801.18 2,857.93 2,829.56 2,829.56 2,804.59	,
CARMEL WELDING & SUPP INC	410259	07/15/24	REPAIR PARTS	2201-4237000		254.27	17,005.72
CINTAS CORPORATION #18	410260 410260 410260 410260 410260 410260 410260	07/15/24 07/15/24 07/15/24 07/15/24 07/15/24	BUILDING MATERIAL LAUNDRY SERVICE ELECTRICITY LAUNDRY SERVICE BUILDING MATERIAL BUILDING MATERIAL OTHER EXPENSES	1207-4235000 2201-4356501 2201-4348000 2201-4356501 1207-4235000 1207-4235000 651-5023990		43.77 618.11 246.83 85.65 509.01 173.13 32.95	254.27
CINTAS UNIFORMS CINTAS UNIFORMS CINTAS UNIFORMS	410261 410261 410261	07/15/24	OTHER CONT SERVICES SAFETY SUPPLIES OTHER EXPENSES	2201-4350900 2201-4239012 651-5023990		21.45 311.77 347.88	1,709.45
DAN MCFEELY COMMUNICATION DAN MCFEELY COMMUNICATION		07/15/24 07/15/24	PROMOTIONAL FUNDS	1401-4355100 1401-R4346500	R103431	2,150.00 250.00	681.10
ENVIRONMENTAL RESOURCE AS	410263	07/15/24	OTHER EXPENSES	651-5023990		681.92	2,400.00 681.92
EWING IRRIGATION PRODUCTS EWING IRRIGATION PRODUCTS EWING IRRIGATION PRODUCTS	410264	07/15/24	IRRIGATION CONTROLS LANDSCAPING SUPPLIES LANDSCAPING SUPPLIES	2201-4463201 2201-4239034 2201-4239034	111364	7,065.18 458.52 102.45	7,626.15
POLLARD WATER POLLARD WATER	410265 410265		OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990		48.62 135.38	·
FOUNDATION BUSINESS SYSTE	410266	07/15/24	PERMITRACK MGMT	250-R4350900	106139	317.00	184.00 317.00
GENUINE PARTS COMPANY-IND	410267	07/15/24	OTHER EXPENSES	601-5023990		18.84	18.84
GENUINE PARTS COMPANY-IND	410268	07/15/24	OTHER EXPENSES	651-5023990		1,242.57	1,242.57
GRAINGER GRAINGER GRAINGER	410269 410269 410269	07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	651-5023990 601-5023990 601-5023990		157.32 4,902.04 233.08	·
HACH COMPANY HACH COMPANY	410270 410270		OTHER EXPENSES OTHER EXPENSES	651-5023990 601-5023990		1,242.25 1,052.00	5,292.44
HAMILTON COUNTY TREASURER	410271	07/15/24	G I S CONSULTING FEES	1115-4340402		11,911.50	2,294.25
HAPPY VALLEY SAND & GRAVE	410272	07/15/24	OTHER EXPENSES	601-5023990		2,550.32	11,911.50 2,550.32
HOME DEPOT CREDIT SERVICE HOME DEPOT CREDIT SERVICE		07/15/24 07/15/24		651-5023990 651-5023990		129.00 323.97	452.97
HOME DEPOT CREDIT SERVICE	410274	07/15/24	OTHER EXPENSES	601-5023990		11.00	452.97

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 17 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER		
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
HOOSIER EQUIPMENT LLC HOOSIER EQUIPMENT LLC	410275 410275		OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990	439.70 1,295.39	1,735.09
I U P P S I U P P S	410276 410276	07/15/24 07/15/24	OTHER PROFESSIONAL FEES OTHER CONT SERVICES	1115-4341999 2201-4350900	912.00 688.75	1,600.75
INDIANA GOLF CAR	410277	07/15/24	EQUIPMENT REPAIRS & MAINT	1207-4350000	119.24	119.24
INDIANA OXYGEN CO	410278	07/15/24	BOTTLED GAS	2201-4231100	260.70	260.70
INDIANA RECLAMATION & EXC INDIANA RECLAMATION & EXC INDIANA RECLAMATION & EXC INDIANA RECLAMATION & EXC	410279 410279	07/15/24 07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990	1,826.75 1,033.10 2,283.25 1,463.75	6,606.85
INTERA INCORPORATED INTERA INCORPORATED	410280 410280		OTHER EXPENSES OTHER EXPENSES	609-5023990 609-5023990	3,595.00 1,964.52	5,559.52
INTERSTATE BILLING SERVIC	410281	07/15/24	REPAIR PARTS	2201-4237000	950.25	950.25
INVOICE CLOUD INC INVOICE CLOUD INC	410282 410282		OTHER EXPENSES OTHER EXPENSES	651-5023990 601-5023990	1,305.78 1,305.77	2,611.55
KENNEY OUTDOOR SOLUTIONS KENNEY OUTDOOR SOLUTIONS	410283 410283		REPAIR PARTS REPAIR PARTS	1207-4237000 1207-4237000	265.66 78.56	344,22
	410284 410284		DIESEL FUEL GASOLINE	1207-4231300 1207-4231400	894.63 749.41	1,644.04
KIRBY RISK CORPORATION	410285	07/15/24	LANDSCAPING SUPPLIES	1206-4239034	357.85	357.85
LEVELWEAR INC	410286	07/15/24	UNIFORMS	1207-4356001	898.22	898.22
MACALLISTER MACHINERY CO MACALLISTER MACHINERY CO	410287 410287	07/15/24 07/15/24	OTHER RENTAL & LEASES OTHER RENTAL & LEASES	2201-4353099 2201-4353099	4,319.00 4,969.00	9,288.00
MENARDS - FISHERS MENARDS - FISHERS MENARDS - FISHERS MENARDS - FISHERS	410288 410288 410288 410288	07/15/24 07/15/24 07/15/24 07/15/24	83021 84060	2201-4350100 2201-4350100 2201-4350100 2201-4350100	164.70 -164.70 807.48 222.57	1,030.05
MENARDS - FISHERS	410289	07/15/24	84161	651-5023990	356.93	356.93
MENARDS, INC	410290	07/15/24	89920	601-5023990	187.20	187.20
MENARDS, INC	410291 410291 410291 410291 410291 410291 410291 410291	07/15/24 07/15/24 07/15/24 07/15/24 07/15/24 07/15/24 07/15/24	89792 89855 89916 89951 89950 89912	2201-4238900 2201-4238900 2201-4238900 2201-4350100 2201-4350100 2201-4238900 2201-4238900 2201-4350100	299.88 99.59 62.00 964.47 66.96 29.94 49.94 -222.57	10.120
MENARDS, INC	410291	07/15/24		1207-4237000	98.54	1,350.21
MENARDS, INC	410292		OTHER EXPENSES	601-5023990	130.27	98.54
MENARDS, INC	410733	01/13/24	, other caretoes			130.27

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 18 acctpay1crm

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
MILESTONE CONTRACTORS, L MILESTONE CONTRACTORS, L			BITUMINOUS MATERIALS BITUMINOUS MATERIALS	2201-4236300 2201-4236300		48.30 129.03	177 22
MOTION INDUSTRIES	410295	07/15/24	OTHER EXPENSES	651-5023990		41.23	177.33
NAPA AUTO PARTS INC	410296	07/15/24	REPAIR PARTS	2201-4237000		970.02	41.23
NELSON ALARM COMPANY	410297	07/15/24	OTHER EXPENSES	601-5023990		89.00	970.02
ON SITE SUPPLY	410298	07/15/24	OTHER EXPENSES	601-5023990		727.24	89.00
OTIS ELEVATOR CO	410299	07/15/24	BUILDING MATERIAL	1207-4235000		95.00	727.24
P & W GOLF SUPPLY LLC	410300	07/15/24	OTHER MAINT SUPPLIES	1207-4238900		468.15	95.00
PEARSON FORD,INC PEARSON FORD,INC PEARSON FORD,INC	410301 410301 410301	07/15/24	REPAIR PARTS REPAIR PARTS OTHER EXPENSES	2201-4237000 2201-4237000 601-5023990		315.68 21.09 190.66	468.15
PLYMATE	410302	07/15/24	OTHER EXPENSES	601-5023990		248.15	527.43
PROFESSIONAL GOLF CAR	410303	07/15/24	RENTAL	2201-4353099	111361	360.00	248.15
R G A/HOOSIER RUBBER & TR	410304	07/15/24	OTHER EXPENSES	651-5023990		1,116.10	360.00
RELIANT ELECTRIC & SOLAR	410305	07/15/24	VETERANS WAY ELECTRIC	202-4350900	111418	82,540.00	1,116.10
REYNOLDS FARM EQUIPMENT	410306	07/15/24	REPAIR PARTS	2201-4237000		41.37	82,540.00
RYAN FIREPROTECTION INC	410307	07/15/24	OTHER CONT SERVICES	1206-4350900		6,511.79	41.37
JANI-KING OF INDIANAPOLIS	410308	07/15/24	OTHER EXPENSES	651-5023990		730.00	6,511.79
SCOTT POOLS, INC	410309	07/15/24	LANDSCAPING SUPPLIES	2201-4239034		317.73	730.00
SHELBY MATERIALS	410310	07/15/24	GROUNDS MAINTENANCE	1207-4350400		4,517.59	317.73
SIGMA-ALDRICH INC	410311	07/15/24	OTHER EXPENSES	651-5023990		1,742.99	4,517.59
SITEONE LANDSCAPE SUPPLY, SITEONE LANDSCAPE SUPPLY,			GROUNDS MAINTENANCE GROUNDS MAINTENANCE	1207-4350400 1207-4350400	111065 111065	358.80 560.36	1,742.99
SPRINGFIELD ELECTRIC SUPP SPRINGFIELD ELECTRIC SUPP SPRINGFIELD ELECTRIC SUPP	410313	07/15/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990 651-5023990		34.61 155.42 1,580.07	919.16
SUNBELT RENTALS SUNBELT RENTALS SUNBELT RENTALS SUNBELT RENTALS SUNBELT RENTALS	410314 410314 410314 410314 410314	07/15/24 07/15/24 07/15/24	OTHER RENTAL & LEASES OTHER RENTAL & LEASES OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES OTHER RENTAL & LEASES	2201-4353099 2201-4353099 2201-4238900 2201-4238900 2201-4353099		53.75 490.44 14.97 72.51 282.06	1,770.10
SUNBELT RENTALS, INC.	410315		OTHER EXPENSES	601-5023990		61.98	913.73
SUTTON-GARTEN	410316		OTHER EXPENSES	651-5023990		132.00	61.98
TIFFANY LAWN & GARDEN	410317		OTHER EXPENSES	601-5023990		66.00	132.00
		,,				00.00	66.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 19 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
TRI STATE BEARING CO INC	410318	07/15/24	OTHER EXPENSES	651-5023990		38.26	38.26
TRUGREEN TRUGREEN TRUGREEN TRUGREEN	410319 410319 410319 410319	07/15/24 07/15/24	GROUNDS MAINTENANCE FERTILIZATION FERTILIZATION GROUNDS MAINTENANCE	2201-4350400 2201-4350400 1206-4350400 2201-4350400	110733 110734	135.00 43,003.10 230.00 65.00	43,433.10
JOHNSON CONTROLS FIRE PRO	410320	07/15/24	BUILDING REPAIRS & MAINT	2201-4350100		1,484.67	1,484.67
ULINE	410321	07/15/24	STRETCH WRAP MACHINE	2201-4467000	111336	8,032.72	8,032.72
UNITED RENTALS INC	410322	07/15/24	OTHER RENTAL & LEASES	2201-4353099		694.69	694.69
W A JONES TRUCK BODIES &	410323	07/15/24	REPAIR PARTS	2201-4237000		247.22	247.22
WATERCHEM INC	410324	07/15/24	OTHER EXPENSES	651-5023990		17,020.00	17,020.00
WHITE'S ACE HARDWARE	410325	07/15/24	29802937	1207-4235000		2.69	2.69
WHITE'S ACE HARDWARE	410326	07/15/24	29798453	1205-4350100		21.97	21.97
WHITE'S ACE HARDWARE	410327	07/15/24	OTHER MAINT SUPPLIES	2201-4238900		2,597.63	2,597.63
WHITE'S ACE HARDWARE	410328	07/15/24	OTHER EXPENSES	601-5023990		153.98	153.98
WHITE'S ACE HARDWARE WHITE'S ACE HARDWARE	410329 410329		29805175 29805658	1115-4239099 1115-4239099		25.58 5.88	31.46
WILD GOOSE CHASE INC	410330	07/15/24	GROUNDS MAINTENANCE	1205-4350400		8,425.00	8,425.00
QUALITY FIBER SOLUTIONS QUALITY FIBER SOLUTIONS QUALITY FIBER SOLUTIONS	410331 410331 410331	07/15/24	BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT	1115-4350100 1115-4350100 1115-4350100		5,154.07 4,347.33 3,732.33	13,233.73
CENTERPOINT ENERGY	410332	07/17/24	OTHER CONT SERVICES	202-4350900		20.21	20.21
CENTERPOINT ENERGY	410333	07/17/24	NATURAL GAS	1120-4349000		136.42	136.42
CENTERPOINT ENERGY	410334	07/17/24	NATURAL GAS	1120-4349000		136.96	136.96
CENTERPOINT ENERGY	410335	07/17/24	NATURAL GAS	1208-4349000		48.77	48.77
CENTERPOINT ENERGY	410336	07/17/24	NATURAL GAS	2201-4349000		50.81	50.81
CENTERPOINT ENERGY	410337	07/17/24	NATURAL GAS	2201-4349000		98.53	98.53
CENTERPOINT ENERGY	410338	07/17/24	NATURAL GAS	2201-4349000		106.40	106.40
CENTERPOINT ENERGY	410339	07/17/24	NATURAL GAS	1206-4349000		17.98	17.98
CENTERPOINT ENERGY	410340	07/17/24	NATURAL GAS	1110-4349000		130.02	130.02
CENTERPOINT ENERGY	410341	07/17/24	OTHER EXPENSES	651-5023990		26.94	26.94
CENTERPOINT ENERGY	410342	07/17/24	OTHER EXPENSES	601-5023990		17.98	17.98
CENTERPOINT ENERGY	410343	07/17/24	OTHER EXPENSES	601-5023990		168.29	168.29

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 20 acctpay1crm

TIME: 10.13.32			7,000,115 17.11.022			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CENTERPOINT ENERGY	410344	07/17/24	OTHER EXPENSES	651-5023990	17.98	17.98
CENTERPOINT ENERGY	410345	07/17/24	OTHER EXPENSES	601-5023990	71.96	71.96
CENTERPOINT ENERGY	410346	07/17/24	OTHER EXPENSES	651-5023990	17.98	17.98
CENTERPOINT ENERGY	410347	07/17/24	NATURAL GAS	1206-4349000	73.52	73.52
CENTERPOINT ENERGY	410348	07/17/24	NATURAL GAS	1120-4349000	157.86	157.86
CENTERPOINT ENERGY	410349	07/17/24	NATURAL GAS	1207-4349000	17.98	17.98
CENTERPOINT ENERGY	410350	07/17/24	NATURAL GAS	1207-4349000	235.95	235.95
CENTERPOINT ENERGY	410351	07/17/24	NATURAL GAS	1120-4349000	753.88	753.88
CENTERPOINT ENERGY	410352	07/17/24	NATURAL GAS	1208-4349000	335.70	335.70
CENTERPOINT ENERGY	410353	07/17/24	NATURAL GAS	1120-4349000	184.93	184.93
JEREMY ADDLEMAN	410354	07/17/24	SAFETY ACCESSORIES	1192-4356003	150.00	150.00
AMERICAN ASSOC OF CODE EN	410355	07/17/24	EXTERNAL INSTRUCT FEES	1192-4357004	595.00	595.00
KURT ANDERSON	410356	07/17/24	OTHER CONT SERVICES	250-4350900	133.28	133.28
ASCENSION ST VINCENT PUBL	410357	07/17/24	OTHER PROFESSIONAL FEES	802-4341999	1,119.48	1,119.48
ASSOC CERTIFIED FRAUD EXA	410358	07/17/24	EXTERNAL INSTRUCT FEES	1110-4357004	1,109.20	1,109.20
AT&T	410359	07/17/24	INTERNET LINE CHARGES	1207-4344200	115.36	115.36
BODIES BY NANCY LLC	410360	07/17/24	OTHER EXPENSES	301-5023990	240.00	240.00
CANINE TACTICAL OPERATION CANINE TACTICAL OPERATION	410361 410361		EXTERNAL INSTRUCT FEES EXTERNAL INSTRUCT FEES	1110-4357004 1110-4357004	650.00 650.00	1,300.00
MATTHEW BROADNAX	410362	07/17/24	OTHER EXPENSES	852-5023990	304.97	304.97
CARMEL ARTS BUILDING ASSO CARMEL ARTS BUILDING ASSO	410363 410363	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES	601-5023990 651-5023990	494.36 494.36	988.72
CARMEL CLAY HISTORICAL SO	410364	07/17/24	SUPPORT FOR THE ARTS	1160-4355101	3,500.00	3,500.00
CARMEL CLAY PARKS & RECRE	410365	07/17/24	OTHER EXPENSES	301-5023990	1,174.50	1,174.50
CARMEL CLAY SCHOOLS-FUEL	410366 410366 410366 410366 410366	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	GASOLINE OTHER EXPENSES OTHER EXPENSES OTHER MISCELLANEOUS DIESEL FUEL GASOLINE GASOLINE	1192-4231400 601-5023990 651-5023990 1120-4239099 1120-4231300 1120-4231400 1110-4231400	1,531.68 11,057.23 4,810.44 28.00 9,120.47 5,073.54 28,687.74	60,309.10
CARMEL UTILITIES CARMEL UTILITIES CARMEL UTILITIES CARMEL UTILITIES	410367 410367 410367 410367	07/17/24 07/17/24	WATER & SEWER WATER & SEWER WATER & SEWER WATER & SEWER	1110-4348500 1110-4348500 1110-4348500 1208-4348500	719.08 713.17 42.20 7,774.71	·

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 21 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER		
TIME: 10:15:52 VENDOR NAME		DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
CARMEL UTILITIES	410367 410367 410367 410367 410367 410367 410367 410367 410367 410367 410367	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	WATER & SEWER	1120-4348500 1120-4348500 1120-4348500 1120-4348500 1120-4348500 1206-4348500 2201-4348500 2201-4348500 2201-4348500 2201-4348500 1208-4348500 1115-4348500	779.05 510.82 185.89 149.29 228.68 13,696.59 7,475.26 26.68 200.05 356.79 1,681.03 144.77	34,684.06
CHARTER COMMUNICATIONS HO	410368	07/17/24	CABLE SERVICE	1205-4349500	142.00	142.88
CHARTER COMMUNICATIONS HO	410369	07/17/24	OTHER EXPENSES	651-5023990	78.95	78.95
CHARTER COMMUNICATIONS HO	410370	07/17/24	WEB PAGE FEES	1110-4355400	78.95	78.95
CHARTER COMMUNICATIONS HO	410371	07/17/24	WEB PAGE FEES	1110-4355400	168.99	168.99
ASHLEY COMMODORE	410372	07/17/24	OTHER EXPENSES	852-5023990	207.00	207.00
DAVID COMMODORE	410373	07/17/24	OTHER EXPENSES	852-5023990	265.39	265.39
COSTAR REALTY INFORMATION	410374	07/17/24	OTHER CONT SERVICES	1501-4350900	940.45	940.45
NICHOLAS A DAVIS		07/17/24	CAR CLEANING	1192-4351100	22.00	22.00
DON HINDS FORD DON HINDS FORD DON HINDS FORD	410376 410376 410376	07/17/24 07/17/24 07/17/24	OTHER EXPENSES REPAIR PARTS REPAIR PARTS	651-5023990 1110-4237000 1110-4237000	32.24 604.59 134.94	771.77
DOXPOP, LLC	410377					52.00
DOXPOP, LLC DUKE ENERGY	410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	OTHER EXPENSES ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	1180-4341999 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 651-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-5023990 621-4348000 6201-4348000 6201-4348000 6201-4348000 6201-4348000	22.60 295.01 246.15 22.64 189.75 27.72 50.18 190.89 180.62 180.62 110.94 110.93 59.37 59.36 36.01 36.02 48.59 48.60 1,530.37 30.67 103.23 145.14 162.14	52.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 22 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
DUKE ENERGY	410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380 410380	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	ELECTRICITY	2201-4348000 2201-4348000 2201-4348000 1120-4348000 1110-4348000 1110-4348000 1110-4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1205-R4348000 1208-4348000 1208-4348000 1208-4348000 1208-4348000 1208-4348000 1208-4348000		115.24 67.46 10.28 1,547.45 1,635.40 21.26 10,926.77 10.70 37.30 799.92 44.89 111.16 33.05 21.26 77.61 27.72 17.54 45.63 2,455.57 11,879.12 21.26 172.64 35,693.44	69,660.22
ENTERPRISE FM TRUST	410382	07/17/24	LEASE PMTS F150 TRUCKS	1192-R4465001	108125	4,225.85	4,225.85
FBINAA	410383	07/17/24	EXTERNAL INSTRUCT FEES	1110-4357004		250.00	250.00
DAWN FISHER	410384	07/17/24	OTHER MISCELLANEOUS	1110-4239099		87.41	87.41
GRM MGMT SERVICES OF IN	410385		OTHER PROFESSIONAL FEES	502-4341999		185.48	185.48
VICTOR GARCIA	410386	07/17/24	OTHER EXPENSES	852-5023990		276.00	276.00
JASON GILMORE	410387	07/17/24	OTHER EXPENSES	852-5023990		276.00	276.00
GORDON FLESCH CO., INC.	410388	07/17/24	COPIER	1192-4353004		34.44	34.44
GORDON FLESCH CO., INC.	410389	07/17/24	EQUIPMENT MAINT CONTRACTS	1120-4351501		131.10	131.10
LUCAS GOSSETT	410390	07/17/24	OTHER EXPENSES	852-5023990		276.00	276.00
	410391 410391*	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES	852-5023990 852-5023990		207.00 -207.00	
TARA GREAVES	410392	07/17/24	EXTERNAL TRAINING TRAVEL	1201-4343002		1,486.33	.00
MOLLY GREGORY	410393	07/17/24	OTHER EXPENSES	852-5023990		276.00	1,486.33 276.00
HAMILTON COUNTY LEADERSHI	410394	07/17/24	EXTERNAL INSTRUCT FEES	1120-4357004		2,000.00	2,000.00
HAMILTON COUNTY TREASURER	410395	07/17/24	OTHER EXPENSES	1301-5023990		3,450.00	3,450.00
MATTHEW HARRIS	410396		OTHER EXPENSES			276.00	276.00
	410397 410397	07/17/24 07/17/24	OTHER EXPENSES TUITION REIMBURSEMENT	852-5023990 1110-4128000		276.00 854.19	1,130.19

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 23 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
HUMANE SOCIETY FOR HAMILT	410398	07/17/24	DHELTER AND CARE SERVICES	1110-4357500	110941	10,515.19	10,515.19
HUNTINGTON NATIONAL BANK	410399	07/17/24	FIRETRUCKS	102-4465002		64,575.00	64,575.00
INDIANA ASSOC OF CHIEFS O	410400	07/17/24	EXTERNAL INSTRUCT FEES	1110-4357004		680.00	680.00
INDIANA UNIVERSITY HEALTH INDIANA UNIVERSITY HEALTH			OTHER EXPENSES OTHER EXPENSES	301-5023990 301-5023990		4,990.00 -4,990.00	.00
INTELLICORP RECORDS	410402	07/17/24	OTHER PROFESSIONAL FEES	1110-4341999		110.00	110.00
INTL ASSOC FOR IDENTIFICA	410403	07/17/24	ORGANIZATION & MEMBER DUE	1110-4355300		80.00	80.00
AES INDIANA AES INDIANA AES INDIANA	410404 410404 410404	07/17/24	ELECTRICITY OTHER EXPENSES OTHER EXPENSES	1110-4348000 601-5023990 651-5023990		142.82 76,943.89 26,165.47	
ANGELA JOHNSON ANGELA JOHNSON ANGELA JOHNSON	410405 410405 410405	07/17/24	EXTERNAL INSTRUCT FEES EXTERNAL TRAINING TRAVEL EXTERNAL TRAINING TRAVEL	1192-4357004 1192-4343002 1192-4343002		595.00 680.19 2,722.46	103,252.18
ALEX JORDAN ALEX JORDAN	410406 410406	07/17/24 07/17/24	ORGANIZATION & MEMBER DUE OTHER CONT SERVICES	2200-4355300 250-4350900		50.00 295.00	3,997.65
JOSLYN KASS	410407	07/17/24	EXTERNAL TRAINING TRAVEL	1192-4343002		680.19	680.19
KRAV MAGA WORLDWIDE	410408	07/17/24	EXTERNAL INSTRUCT FEES	1110-4357004		1,790.00	1,790.00
KROGER CO	410409	07/17/24	OTHER MISCELLANEOUS	1110-4239099		17.97	1,790.00
LAW ENF TRAINING BOARD	410410	07/17/24	EXTERNAL INSTRUCT FEES	1110-4357004		50.00	50.00
SIGNATURE SELF STORAGE	410411	07/17/24	OTHER RENTAL & LEASES	1110-4353099		314.00	314.00
LEXISNEXIS	410412	07/17/24	LIBRARY REF MATERIALS	506-4469000		102.00	102.00
JESSICA J LOPEZ RICO	410413	07/17/24	OTHER EXPENSES	852-5023990		350.00	350.00
BLAKE LYTLE	410414	07/17/24	OTHER EXPENSES	852-5023990		241.50	241.50
KATHERINE MALLOY	410415	07/17/24	OTHER EXPENSES	852-5023990		280.00	280.00
ADAM C MILLER	410417	07/17/24	OTHER EXPENSES	852-5023990		207.00	207.00
JAMES MORRIS	410418	07/17/24	OTHER EXPENSES	852-5023990		276.00	276.00
MOTION 4 LIFE FITNESS LLC MOTION 4 LIFE FITNESS LLC			OTHER EXPENSES OTHER EXPENSES	301-5023990 301-5023990		1,500.00 1,500.00	3,000.00
MOYARS CONSULTING, LLC	410420	07/17/24	TRAINING SEMINARS	210-4357000		3,000.00	3,000.00
PETTY CASH	410421	07/17/24	CAR CLEANING	911-4351100		11.00	11.00
PETTY CASH - BROOKSHIRE G	410422	07/17/24	SMALL TOOLS & MINOR EQUIP	1207-4238000		109.13	109.13
PITNEY BOWES	410423	07/17/24	POSTAGE METER LEASE	1192-R4353003	110674	438.00	438.00
RED WING BUSINESS ADVANTA	410424	07/17/24	SAFETY ACCESSORIES	2201-4356003		400.00	450.00

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

TIME: 10:15:52

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

24

PAGE NUMBER:

acctpay1crm

CHECK AMT INVOICE AMT KEY ORGAN-ACCOUNT P.O. DESCRIPTION CHECK NO DATE VENDOR NAME 400.00 990.98 651-5023990 07/17/24 OTHER EXPENSES RED WING BUSINESS ADVANTA 410425 990.98 476.66 1110-4350101 REPUBLIC WASTE SERVICES 0 410426 07/17/24 TRASH COLLECTION 476.66 1,048.41 651-5023990 07/17/24 OTHER EXPENSES REPUBLIC WASTE SERVICES 0 410427 1.048.41 79.92 506-4353004 RICOH AMERICAS CORPORATIO 410428 07/17/24 COPIER 79.92 6.99 506-4353004 RICOH AMERICAS CORPORATIO 410429 07/17/24 COPIER 6.99 50.76 852-5023990 410430 07/17/24 OTHER EXPENSES TODD ROBBINS 50.76 276.00 852-5023990 410431 07/17/24 OTHER EXPENSES CRISTHIAN RODRIGUEZ 276.00 276.00 852-5023990 410432 07/17/24 OTHER EXPENSES JOSEPH H ROGOWSKI 276.00 575.00 07/17/24 EXTERNAL INSTRUCT FEES 1120-4357004 410433 ANDREW W SCOTT 575.00 1,445.00 07/17/24 BUILDING REPAIRS & MAINT 1120-4350100 SEXSON MECHANICAL CORP 410434 281.00 1120-4350100 07/17/24 BUILDING REPAIRS & MAINT SEXSON MECHANICAL CORP 410434 780.12 07/17/24 BUILDING REPAIRS & MAINT 1120-4350100 410434 SEXSON MECHANICAL CORP 2,506.12 1110-4350101 191.60 07/17/24 TRASH COLLECTION 410435 SHRED-IT USA LLC 191.60 301.00 852-5023990 07/17/24 OTHER EXPENSES 410436 TROY D. SMITH 301.00 182.40 102-5023990 STATE FARM MUTUAL AUTO IN 410437 07/17/24 OTHER EXPENSES 182.40 105736 266.80 1180-R4341999 07/17/24 SHRED BOX 410438 STERICYCLE INC 266.80 5,000.00 1110-4357004 07/17/24 EXTERNAL INSTRUCT FEES 410439 BENJAMIN STOEGER 5.000.00 1,465.42 07/17/24 TUITION REIMBURSEMENT 1180-4128000 410440 SYDNEY STRONG 1,465.42 500.00 1160-4343003 07/17/24 TRAVEL & LODGING 410441 SUE FINKAM 500.00 1.580.00 1120-4128000 07/17/24 TUITION REIMBURSEMENT 410442 SEAN SUTTON 1,580.00 458.09 07/17/24 SOFTWARE MAINT CONTRACTS 1110-4351502 410444 THOMSON REUTERS-WEST 458.09 07/17/24 SOFTWARE MAINT CONTRACTS 911-4351502 410444 THOMSON REUTERS-WEST 916.18 50.00 07/17/24 SPECIAL INVESTIGATION FEE 1110-4358200 T-MOBILE USA INC 410445 50.00 103.51 07/17/24 WATER & SEWER 1120-4348500 TRICO REGIONAL SEWER UTIL 410446 90.91 1120-4348500 TRICO REGIONAL SEWER UTIL 410446 07/17/24 WATER & SEWER 194.42 21.59 601-5023990 07/17/24 OTHER EXPENSES 410447 UPS 21.59 56.91 07/17/24 OTHER EXPENSES 651-5023990 410448 UPS 56.91 22.03 1110-4342100 410449 07/17/24 POSTAGE UPS 22.03 16.63 1110-4342100 410450 07/17/24 POSTAGE 16.63 73.10 1701-4353004 07/17/24 COPIER 410451 VAN AUSDALL & FARRAR 73.10 207.00 852-5023990 410452 07/17/24 OTHER EXPENSES DUSTIN VANTREESE

SUNGARD PENTAMATION, INC.

DATE: 07/30/2024

TIME: 10:15:52

ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 25
acctpaylcrm
acctpaylcrm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOI	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
VERIZON	410453	07/17/24	CELLULAR PHONE FEES	1401-4344100		443.25	207.00
VERIZON	410454	07/17/24	CELLULAR PHONE FEES	1701-4344100		104.44	443.25
VERIZON	410455	07/17/24	OTHER EXPENSES	651-5023990		3,124.46	104.44
VERIZON	410456	07/17/24	CELLULAR PHONE FEES	1110-4344100		232.54	3,124.46
VERIZON	410457	07/17/24	CELLULAR PHONE FEES	1501-4344100		101.70	232.54
VERIZON	410459	07/17/24	CELLULAR PHONE FEES	2201-4344100		3,816.90	101.70
VERIZON	410460	07/17/24	CELLULAR PHONE FEES	1401-4344100		443.43	3,816.90
WAYSTAR INC	410461	07/17/24	SUBSCRIPTIONS	1120-4355200		472.78	443.43
CHAD WIEGMAN	410462	07/17/24	OTHER EXPENSES	852-5023990		276.00	472.78 276.00
WEX BANK	410463	07/17/24	GASOLINE	1120-4231400		96.19	96.19
ASHLEY WILLIAMS	410464	07/17/24	OTHER EXPENSES	852-5023990		207.00	207.00
Y M C A	410465	07/17/24	OTHER EXPENSES	301-5023990		178.88	178.88
MICHAEL ZIMMERMAN	410466	07/17/24	OTHER EXPENSES	852-5023990		379.50	379.50
4IMPRINT	410467	07/17/24	PREVENTION SUPPLIES	1120-4239020	111359	1,153.73	1,153.73
A A F INTERNATIONAL	410468	07/17/24	OTHER EXPENSES	651-5023990		1,423.98	1,423.98
ACTION EQUIPMENT INC	410469	07/17/24	OTHER MAINT SUPPLIES	2201-4238900		789.50	789.50
ADVANCE AUTO PARTS	410470	07/17/24	OTHER EXPENSES	651-5023990		79.94	789.30
AIR TECHNOLOGIES	410471	07/17/24	OTHER EXPENSES	601-5023990		2,057.47	2,057.47
AL WARREN OIL CO INC AL WARREN OIL CO INC AL WARREN OIL CO INC	410472 410472 410472	07/17/24	DIESEL FUEL DIESEL FUEL GASOLINE	2201-4231300 2201-4231300 2201-R4231400	110577	1,389.44 937.03 2,015.76	·
ALERT ALL	410473	07/17/24	HELMETS	1120-4239020	111385	1,950.00	4,342.23
AMAZON CAPITAL SERVICES	410474	07/17/24	OTHER EXPENSES	601-5023990		1,893.06	1,950.00
APEX ENGINEERING PRODUCTS	410475	07/17/24	OTHER EXPENSES	651-5023990		4,819.26	1,893.06
ARROWHEAD FORENSIC PRODUC ARROWHEAD FORENSIC PRODUC			ITEMS FOR LAB	1110-4239099 1110-4342100	111285 111285	972.60 27.38	4,819.26 999.98
AUTOZONE INC AUTOZONE INC AUTOZONE INC AUTOZONE INC	410477 410477 410477 410477	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990		41.88 8.99 28.99 37.99	117.85
BARNES & THORNBURG BARNES & THORNBURG	410478 410478		LEGAL FEES LEGAL FEES	1180-R4340000 1180-R4340000	108086 108086	5,000.00 3,245.00	8,245.00

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 26 acctpaylcrm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
BATTERIES PLUS BULBS	410479	07/17/24	OTHER EXPENSES	601-5023990		332.60	332.60
BEC ENERPRISES LLC	410480	07/17/24	OTHER EXPENSES	601-5023990		7,000.00	7,000.00
BOSE, MCKINNEY & EVANS BOSE, MCKINNEY & EVANS	410481 410481		LEGAL FEES LEGAL FEES	1180-R4340000 1180-R4340000	108085 108085	1,251.50 1,487.00	2,738.50
BREHOB NURSERY, INC	410482	07/17/24	LANDSCAPING SUPPLIES	2201-4239034		621.00	621.00
BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC	410483 410483 410483 410483 410483	07/17/24 07/17/24 07/17/24	REFLECTING POND SUPPLIES REFLECTING POND SUPPLIES REFLECTING POND SUPPLIES REFLECTING POND SUPPLIES OTHER EXPENSES	1206-4350900 1206-4350900 1206-4350900 1206-4350900 601-5023990	110861 110861 110861 110861	3,330.51 6,453.55 3,330.32 3,328.01 3,194.00	19.636.39
BOBCAT OF ANDERSON	410484	07/17/24	REPAIR PARTS	2201-4237000		301.41	301.41
CARGILL INC-SALT DIVISION	410485 410485 410485 410485 410485	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990		2,827.29 2,840.91 2,874.96 2,840.91 2,859.07 2,865.88 2,843.18	
CARMEL LOFTS LLC	410486		GARAGE MAINT	1206-R4350100	110532	15,710.82	19,952.20
CARMEL WELDING & SUPP INC	410487	07/17/24	SMALL TOOLS & SUPPLIES	1192-R4238000	110309	54.90	15,710.82
KAIROS	410488	07/17/24	OTHER PROFESSIONAL FEES	1160-4341999		3,956.04	54.90
THE AIRMARKING CO	410489	07/17/24	STREET STRIPING	2201-4350300	111322	46,840.99	3,956.04 46,840.99
CINTAS CORPORATION #18 CINTAS CORPORATION #18 CINTAS CORPORATION #18 CINTAS CORPORATION #18 CINTAS CORPORATION #18	410490 410490 410490 410490 410490	07/17/24 07/17/24 07/17/24	LAUNDRY SERVICE LAUNDRY SERVICE LAUNDRY SERVICE OTHER EXPENSES UNIFORMS	2201-4356501 2201-4356501 2201-4356501 651-5023990 1207-4356001		85.65 606.54 214.58 32.95 43.77	983.49
CINTAS FIRST AID & SAFETY	410491	07/17/24	OTHER CONT SERVICES	1701-4350900		206.22	206.22
CINTAS UNIFORMS	410492	07/17/24	OTHER EXPENSES	651-5023990		344.24	344.24
CORE & MAIN CORE & MAIN	410493 410493		OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990		1,284.32 320.00	1,604.32
COVINO SMITH & SIMON INC	410494	07/17/24	CONSULTING FEES	1160-4340400		833.00	833.00
CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC CROSSROAD ENGINEERS, PC	410495 410495 410495 410495 410495	07/17/24 07/17/24 07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES ASA18A-18-ENG-07 MONON OTHER EXPENSES	651-5023990 601-5023990 601-5023990 610-5023990 601-5023990 2200-R4350900 601-5023990	108226	8,753.50 9,555.36 1,246.00 3,356.62 3,910.92 4,571.30 1,531.40	
CROSSROAD ENGINEERS, PC CROWN TROPHY	410495 410496		GUN BOXES	1110-4345002	111370	2,000.00	32,925.10 2,000.00
							2,000100

SUNGARD PENTAMATION, INC.

CITY OF CARMEL

PAGE NUMBER:

acctpay1crm

DATE: 07/30/2024 ACCOUNTS PAYABLE - VOUCHER REGISTER TIME: 10:15:52 INVOICE AMT CHECK AMT KEY ORGAN-ACCOUNT P.O. CHECK NO DATE DESCRIPTION VENDOR NAME R104518 23.99 07/17/24 LEGAL ADS-PUBLIC HEARINGS 1192-R4345500 410497 CURRENT PUBLISHING 23.99 110888 2,324.00 07/17/24 CLEANING ADMIN BUILDING 1120-4350900 410498 OFFICE KEEPERS 2,324.00 2,400.00 07/17/24 PROMOTIONAL FUNDS 1401-4355100 DAN MCFEELY COMMUNICATION 410499 2,400.00 2201-4237000 81.78 410500 07/17/24 REPAIR PARTS DON HINDS FORD 48.27 2201-4237000 07/17/24 REPAIR PARTS DON HINDS FORD 410500 130.05 07/17/24 OTHER EXPENSES 601-5023990 227.25 ENVIRONMENTAL LABORATORIE 410501 07/17/24 OTHER EXPENSES 601-5023990 40.50 ENVIRONMENTAL LABORATORIE 410501 601-5023990 13.88 ENVIRONMENTAL LABORATORIE 410501 07/17/24 OTHER EXPENSES 346.88 ENVIRONMENTAL LABORATORIE 410501 601-5023990 07/17/24 OTHER EXPENSES 628.51 2,254.56 07/17/24 OTHER EXPENSES 601-5023990 410502 EVERETT J PRESCOTT INC 2,254.56 2201-4463201 111364 .97 EWING IRRIGATION PRODUCTS 410503 07/17/24 IRRIGATION CONTROLS .97 227.12 07/17/24 OTHER MAINT SUPPLIES 2201-4238900 FASTENAL COMPANY 410504 128.59 2201-4238900 410504 07/17/24 OTHER MAINT SUPPLIES FASTENAL COMPANY 512.75 601-5023990 07/17/24 OTHER EXPENSES FASTENAL COMPANY 410504 868.46 2,492.40 110454 1110-R4232000 FIRESTONE TIRE & SERVICE 410505 07/17/24 TIRES 2,492.40 110419 1.725.00 1110-R4340703 FRONT LINE COUNSELING INC 410506 07/17/24 MENTAL HEALTH 1,725.00 15.69 601-5023990 410507 07/17/24 OTHER EXPENSES GRAINGER 266.30 651-5023990 07/17/24 OTHER EXPENSES 410507 GRAINGER 281.99 109.31 410508 07/17/24 1192-R4356003 R103386 GRAINGER R103386 57.44 410508 07/17/24 1192-R4356003 GRAINGER 26.56 1192-R4356003 R103386 410508 07/17/24 GRAINGER 1192-R4356003 R103386 109.31 07/17/24 410508 GRAINGER 07/17/24 1192-R4356003 R103386 112.61 410508 GRAINGER 415.23 601-5023990 2,718.32 07/17/24 OTHER EXPENSES 410509 GRAYBAR ELECTRIC CO, INC 07/17/24 OTHER EXPENSES 601-5023990 88.60 GRAYBAR ELECTRIC CO, INC 410509 37.40 07/17/24 OTHER EXPENSES 601-5023990 GRAYBAR ELECTRIC CO. INC 410509 601-5023990 21.40 07/17/24 OTHER EXPENSES 410509 GRAYBAR ELECTRIC CO, INC 601-5023990 541.60 GRAYBAR ELECTRIC CO, INC 410509 07/17/24 OTHER EXPENSES 601-5023990 225.80 07/17/24 OTHER EXPENSES GRAYBAR ELECTRIC CO, INC 410509 155.70 07/17/24 OTHER EXPENSES 601-5023990 GRAYBAR ELECTRIC CO, INC 410509 3.788.82 305.00 07/17/24 BUILDING REPAIRS & MAINT 2201-4350100 410510 OMNI ELECTRIC LLC 305.00 7,635.00 601-5023990 410511 07/17/24 OTHER EXPENSES GROUNDSPRO LLC 7,635.00 42,400.00 110325 07/17/24 RICHLAND AVE IMPROVE 1192-R4340400 H W C ENGINEERING 410512 42,400.00 1,212.90 651-5023990 410513 07/17/24 OTHER EXPENSES HACH COMPANY 1,212.90 3.504.18 HAPPY VALLEY SAND & GRAVE 410514 07/17/24 OTHER EXPENSES 601-5023990 3.504.18 64.97 07/17/24 OTHER EXPENSES 651-5023990 HOME DEPOT CREDIT SERVICE 410515 64.97 32,097.70

07/17/24 STREET REPAVING 23-STR-01 2201-R4350200

07/17/24 ASPHALT REPAIRS

07/17/24 ASPHALT REPAIRS

410516

410516

410516

HOWARD COMPANIES

HOWARD COMPANIES

HOWARD COMPANIES

110252

110450

110430

27,435.00

137,175.00

2201-R4350202

2201-R4350202

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 28 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
HOWARD COMPANIES	410516	07/17/24	RESURFACING	2201-4350200	111019	392,539.10	589,246.80
HP INC	410517	07/17/24	LAPTOP -B PEASE	2200-4463201	111380	2,831.85	2,831.85
IUPPS	410518	07/17/24	OTHER EXPENSES	601-5023990		2,981.10	2,981.10
ICE MILLER LLP	410519	07/17/24	LEGAL FEES	1180-4340000		264.00	264.00
INDIANA ALARM LLC	410520	07/17/24	EQUIPMENT MAINT CONTRACTS	1205-4351501		364.99	364.99
INDIANA OXYGEN CO INDIANA OXYGEN CO	410521 410521		OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990		45.60 45.60	91.20
INDIANA WATER ENVIRONMENT	410522	07/17/24	OTHER EXPENSES	651-5023990		40.00	40.00
INDIANAPOLIS BUSINESS JOU	410523	07/17/24	SUBSCRIPTIONS	1180-4355200		194.05	194.05
BEST ONE OF INDY BEST ONE OF INDY	410524 410524		AUTO REPAIRS AUTO REPAIRS	1192-R4232000 1192-R4232000	108155 108155	24.99 79.99	104.98
INFOSENSE, INC	410525	07/17/24	OTHER EXPENSES	651-5023990		995.00	995.00
INSIGHT PUBLIC SECTOR, IN INSIGHT PUBLIC SECTOR, IN INSIGHT PUBLIC SECTOR, IN INSIGHT PUBLIC SECTOR, IN	410526 410526	07/17/24 07/17/24	PRINTER & SCANNER ADOBE PRO LICENSE DOCKING STATION ADOBE PRO	502-4463201 502-4463202 1501-4463201 1501-4463202	111410 111344 111353 111352	3,999.96 712.74 393.40 118.79	5,224.89
INTERSTATE BILLING SERVIC	410527	07/17/24	REPAIR PARTS	2201-4237000		382.90	382.90
IRVING MATERIALS INC IRVING MATERIALS INC IRVING MATERIALS INC	410528 410528 410528	07/17/24 07/17/24 07/17/24	GRAVEL	2201-4236000 2201-4236000 2201-4236000		276.81 635.63 304.30	1 216 74
J & F DISTRIBUTING COMPAN	410529	07/17/24	REPAIR PARTS	2201-4237000		601.39	1,216.74
JACK DOHENY COMPANIES	410530	07/17/24	OTHER EXPENSES	651-5023990		76.60	601.39 76.60
JACOB-DIETZ, INC JACOB-DIETZ, INC	410531 410531		ANNUAL INSPECTIONS OTHER CONT SERVICES	1120-R4350900 1120-4350900	109826	94.10 15.90	110.00
REGENCY TRANSLATIONS LLC	410532	07/17/24	INTERPRETER FEES	1301-4341954		1,680.00	1,680.00
KBSO CONSULTING LLC	410533	07/17/24	ECO PARKING/LIGHTING	1206-R4350900	109908	2,160.00	2,160.00
KELLY SPIEGEL LLC	410534	07/17/24	MENTAL HEALTH COUNSELING	1110-4340703	111060	450.00	450.00
KIRBY RISK CORPORATION	410535 410535 410535 410535 410535	07/17/24 07/17/24 07/17/24	OTHER MAINT SUPPLIES	2201-4238900 2201-4238900 2201-4238900 2201-4238900 2201-4238900		234.80 400.53 337.01 225.05 -337.01	860.38
KROGER, GARDIS & REGAS	410536	07/17/24	LEGAL FEES	1401-4340000		5,533.20	5,533.20
LEACH & RUSSELL LEACH & RUSSELL LEACH & RUSSELL LEACH & RUSSELL	410537 410537 410537 410537	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990		297.65 2,750.00 275.00 935.00	2,323.20

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

QUASAR ENERGY GROUP LLC 410556 07/17/24 OTHER EXPENSES

CITY OF CARMEL

PAGE NUMBER: 29 acctpay1crm

50.00

TIME: 10:15:52			ACCOUNTS PAYABLE - VO				.c.cpu)
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
LIONHEART CRITICAL POWER LIONHEART CRITICAL POWER	410538 410538	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990		2,763.00 3,788.00	4,257.65
MACALLISTER MACHINERY CO			OTHER RENTAL & LEASES			4,104.00	6,551.00
MENARDS - FISHERS MENARDS - FISHERS MENARDS - FISHERS	410540	07/17/24 07/17/24 07/17/24	84330 84516	651-5023990 651-5023990 651-5023990		130.65 102.56 48.82	4,104.00
MENARDS, INC	410541	07/17/24	90387	601-5023990		114.40	282.03
MENARDS, INC	410542 410542 410542 410542 410542 410542 410542 410542 410542 410542 410542 410542	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	90592 90558 90245 90487 90235 90309 90318 90310 90336 90330	2201-4238900 2201-4238900 1206-4350100 1206-4350100 2201-4350100 2201-4350100 2201-4350100 2201-438900 2201-4238900 2201-4238900 2201-4238900 2201-4238900 2201-4238900		4.38 59.39 29.44 31.47 76.92 338.93 118.82 276.00 17.94 19.76 11.96 135.98 51.36	114.40 1,172.35
MENARDS, INC MENARDS, INC	410543 410543	07/17/24 07/17/24		1207-4237000 1207-4237000		40.35 40.33	80.68
MILESTONE CONTRACTORS, L	410544	07/17/24	BITUMINOUS MATERIALS	2201-4236300		70.38	70.38
YARD & COMPANY	410545	07/17/24	AREA PLANS CONSULTING	1192-R4340400	105886	9,206.33	9,206.33
NORTHSIDE TRAILER INC.	410546	07/17/24	REPAIR PARTS	2201-4237000		49.09	49.09
OFFICE DEPOT	410547	07/17/24	OFFICE SUPPLIES	1702-4230200		56.42	56.42
ON SITE SUPPLY	410548	07/17/24	OTHER EXPENSES			293.36	293.36
	410549 410549	07/17/24 07/17/24	ONEZONE EVENTS ONEZONE EVENTS			30.00 30.00	60.00
PEARSON FORD,INC PEARSON FORD,INC PEARSON FORD,INC	410550 410550 410550	07/17/24 07/17/24 07/17/24	OTHER EXPENSES REPAIR PARTS REPAIR PARTS	601-5023990 2201-4237000 2201-4237000		31.92 104.32 231.56	
PIRTEK FLUID TRANSFER SOL			OTHER EXPENSES			24.97	367.80
PLYMATE	410552	07/17/24	OTHER EXPENSES	601-5023990		366.36	24.97
POMP'S TIRE INDIANAPOLIS	410553	07/17/24	TIRES & TUBES	2201-4232000		357.44	366.36 357.44
PRESTIGE PERFORMANCE II I	410554	07/17/24	PREVENTION SUPPLIES	1120-4239020	111358	3,327.36	3,327.36
PROMOTIONS PLUS INC PROMOTIONS PLUS INC	410555 410555	07/17/24 07/17/24	GIVEAWAYS POSTAGE	1110-4345002 1110-4342100	111247	1,200.00 64.00	1,264.00
OHASAR ENERGY CROUR II.C	410556	07/17/24	OTHER EVRENCES	651-5023990		50.00	1,204.00

651-5023990

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 30

acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
REDLEE/SCS INC REDLEE/SCS INC	410557 410557		CIVIC SQ GARAGE MAINT JANITORIAL SERVICES	1206-4350900 1206-4350900	110730 110731	3,594.48 1,500.00	50.00
REYNOLDS FARM EQUIPMENT	410558	07/17/24	OTHER EXPENSES	651-5023990		48.32	5,094.48
JANI-KING OF INDIANAPOLIS JANI-KING OF INDIANAPOLIS	410559 410559	07/17/24 07/17/24	OTHER EXPENSES OTHER EXPENSES	651-5023990 601-5023990		373.50 373.50	48.32
SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP	410560 410560 410560 410560 410560 410560 410560	07/17/24 07/17/24 07/17/24 07/17/24 07/17/24	861 N RANGELINE REPAIRS HVAC PREVENT MAINT REPLACE TOLIET STA 41	2201-4350900 1120-4350100 1120-4350100 1120-4350100 1120-4350100 1120-4350100 1120-4350100	111306 110822 110822 110822 110822 110822 111343	28,271.00 313.00 440.00 566.00 325.00 368.00 2,716.40	747.00
SIGNAL CONSTRUCTION INC	410561	07/17/24	CONTRACTOR SERVICES	2201-4350900	110878	17,220.00	32,999.40
ASCENSION SPORTS PERFORMA	410562	07/17/24	TACTICAL ATHLETE FEES	1120-4340799	110797	8,333.33	17,220.00 8,333.33
WILLIAM K NASSER MD HEALT	410563	07/17/24	CADAVER LAB	1120-4357003	110917	5,651.50	5,651.50
STAPLES BUSINESS ADVANTAG	410564	07/17/24	OFFICE SUPPLIES	502-4230200		177.49	177.49
SUNBELT RENTALS	410565	07/17/24	OTHER RENTAL & LEASES	2201-4353099		964.86	964.86
SWEITZER'S INTEGRITY BUS	410566	07/17/24	BREAKROOM FURNITURE	2201-4463000	111245	25,984.69	25,984.69
TAFT STETTINIUS & HOLLIST TAFT STETTINIUS & HOLLIST TAFT STETTINIUS & HOLLIST	410567	07/17/24	LEGAL FEES LEGAL FEES LEGAL FEES	1180-4340000 1180-4340000 1180-4340000		13,320.00 7,009.50 2,794.00	ŕ
TAYLOR OIL CO INC	410568	07/17/24	OTHER EXPENSES	651-5023990		352.00	23,123.50 352.00
TIFFANY LAWN & GARDEN TIFFANY LAWN & GARDEN TIFFANY LAWN & GARDEN TIFFANY LAWN & GARDEN	410569 410569 410569 410569	07/17/24 07/17/24 07/17/24 07/17/24	MULCH MULCH	1206-R4239034 1206-R4239034 1206-R4239034 1206-R4239034	110535 110535 110535 110535	96.00 415.00 64.00 96.00	671.00
UNITED STATES GEOLOGICAL	410570	07/17/24	WILLIAMS CREEK STREAM	250-R4350900	109974	4,800.00	4,800.00
USA BLUE BOOK	410571	07/17/24	OTHER EXPENSES	651-5023990		570.95	570.95
VERMEER OF INDIANA INC	410572	07/17/24	REPAIR PARTS	2201-4237000		407.14	407.14
WHITE'S ACE HARDWARE	410573		MISC ITEMS-FORESTRY	1192-R4235000	110636	11.80	11.80
WHITE'S ACE HARDWARE	410574		OTHER EXPENSES	651-5023990		90.04	90.04
QUALITY FIBER SOLUTIONS QUALITY FIBER SOLUTIONS QUALITY FIBER SOLUTIONS	410575 410575 410575	07/17/24	BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT	1115-4350100		3,558.49 5,820.98 4,978.07	14,357.54
CENTERPOINT ENERGY CENTERPOINT ENERGY CENTERPOINT ENERGY CENTERPOINT ENERGY	410576 410576 410576 410576	07/23/24 07/23/24	NATURAL GAS NATURAL GAS NATURAL GAS NATURAL GAS	1125-4349000 1125-4349000 1091-4349000 1091-4349000		20.60 19.81 35.89 1,039.77	17,337.34

SUNGARD PENTAMATION, INC.

DATE: 07/30/2024 CITY OF CARMEL TIME: 10:15:52 ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME CHECK NO DATE DESCRIPTION KEY ORGAN-ACCOUNT P.O. INVOICE AMT CHECK AMT CENTERPOINT ENERGY 410576 07/23/24 NATURAL GAS 1091-4349000 1,550.95 CENTERPOINT ENERGY 410576 07/23/24 NATURAL GAS 110-4349000 42.12 2,709.14 410577 ACE-PAK PRODUCTS INC 07/23/24 OTHER MAINT SUPPLIES 1093-4238900 158.94 ACE-PAK PRODUCTS INC 410577 07/23/24 CLEANING SUPPLIES 882.32 1125-4238900 59968 1,041.26 ADRENALINE INDOOR ADVENTU 410578 07/23/24 FIELD TRIPS 1082-4343007 1,998.00 1,998.00 AMERICAN RED CROSS-HLTH & 410579 07/23/24 SAFETY SUPPLIES 1081-4239012 269.46 269.46 AQUATIC CONTROL INC 410580 07/23/24 POND MAINT 1125-4350400 59117 340.83 AOUATIC CONTROL INC 410580 07/23/24 POND MAINT 1125-4350400 59117 498.00 AQUATIC CONTROL INC 410580 07/23/24 POND MAINT 1125-4350400 59117 336.17 07/23/24 POND MAINT AQUATIC CONTROL INC 410580 1125-4350400 59117 335.83 1.510.83 410581 B & H PHOTO-VIDEO, INC 07/23/24 OFFICE SUPPLIES 1125-4230200 35.88 35.88 BLUEPAY PROCESSING, LLC 410582 07/23/24 OTHER PROFESSIONAL FEES 1081-4341999 13,839.83 13.839.83 410583 07/23/24 WATER & SEWER CARMEL UTILITIES 1125-4348500 31.37 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 1091-4348500 12,276.80 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 1125-4348500 16,830.00 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 07/23/24 WATER & SEWER 1125-4348500 279.61 CARMEL UTILITIES 410583 1125-4348500 2,463.78 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 1125-4348500 30.87 410583 07/23/24 WATER & SEWER 1125-4348500 CARMEL UTILITIES 318.61 07/23/24 WATER & SEWER CARMEL UTILITIES 410583 1125-4348500 377.03 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 110-4348500 24.03 07/23/24 WATER & SEWER CARMEL UTILITIES 410583 1125-4348500 218.67 CARMEL UTILITIES 410583 07/23/24 WATER & SEWER 1125-4348500 138.11 32,988.88 CHILDREN'S MUSEUM OF INDI 410584 07/23/24 FIELD TRIPS 1082-4343007 1.511.00 CHILDREN'S MUSEUM OF INDI 410584 07/23/24 FIELD TRIPS 1082-4343007 1,440.00 2.951.00 CINTAS CORPORATION #18 410585 07/23/24 OTHER MAINT SUPPLIES 1093-4238900 822.67 CINTAS CORPORATION #18 410585 07/23/24 CLEANING SUPPLIES 1125-4238900 59841 830.90 CINTAS CORPORATION #18 410585 07/23/24 CLEANING SUPPLIES 1125-4238900 59565 726.20 2,379.77 AVANT GARDE LIMOS COACH & 410586 07/23/24 BUS TRIPS 1082-4343006 29,552.25 29.552.25 CUMMINS SALES & SERVICE 410588 07/23/24 EQUIPMENT REPAIRS & MAINT 1093-4350000 518.51 518.51 PAPAW'S ICE CREAM 410589 07/23/24 EMP APPRECIATION EVENT 853-5023990 59989 500.50 500.50 DUKE ENERGY 410590 07/23/24 ELECTRICITY 101.73 1125-4348000 1125-4348000 DUKE ENERGY 410590 07/23/24 ELECTRICITY 442.22 DUKE ENERGY 410590 07/23/24 ELECTRICITY 1125-4348000 15.65 DUKE ENERGY 410590 07/23/24 ELECTRICITY 1125-4348000 122.01 410590 07/23/24 ELECTRICITY DUKE ENERGY 1125-4348000 29.60 DUKE ENERGY 410590 07/23/24 ELECTRICITY 1125-4348000 21.26 732.47 **ENVIRONMENTAL LABORATORIE 410591** 07/23/24 OTHER CONT SERVICES 1094-4350900 264.00 ENVIRONMENTAL LABORATORIE 410591 07/23/24 MIDTOWN SPRAY PLAZA TEST 1125-4238900 59738 33.00 **ENVIRONMENTAL LABORATORIE 410591** 1125-4238900 07/23/24 INLOW SPLASH PAD TESTING 59739 33.00 **ENVIRONMENTAL LABORATORIE 410591** 07/23/24 MIDTOWN SPRAY PLAZA TEST 1125-4238900 59738 33.00 **ENVIRONMENTAL LABORATORIE 410591** 07/23/24 INLOW SPLASH PAD TESTING 1125-4238900 59739 33.00 07/23/24 MIDTOWN SPRAY PLAZA TEST ENVIRONMENTAL LABORATORIE 410591 1125-4238900 59738 33.00 ENVIRONMENTAL LABORATORIE 410591 07/23/24 INLOW SPLASH PAD TESTING 1125-4238900 59739 33.00

PAGE NUMBER:

acctpay1crm

31

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 32 acctpay1crm

TIME: 10:15:52			ACCOUNTS PATABLE VOOC	SHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
ENVIRONMENTAL LABORATORIE ENVIRONMENTAL LABORATORIE ENVIRONMENTAL LABORATORIE	410591	07/23/24	OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES	1094-4350900 1094-4350900 1094-4350900		264.00 264.00 100.00	1,090.00
FAZOLI'S	410592	07/23/24	GENERAL PROGRAM SUPPLIES	1082-4239039		251.82	251.82
FIRST ADVANTAGE BACKGROUN FIRST ADVANTAGE BACKGROUN FIRST ADVANTAGE BACKGROUN	410593	07/23/24	CRIMINAL BACKGROUND CHEC CRIMINAL BACKGROUND CHEC CRIMINAL BACKGROUND CHEC	1125-4341990 1081-4341990 1091-4341990		155.60 489.30 752.90	1,397.80
FUN EXPRESS	410594	07/23/24	GENERAL PROGRAM SUPPLIES	1081-4239039		127.84	127.84
GOLD MEDAL PRODUCTS	410595	07/23/24	FOOD & BEVERAGES	1095-4239040		372.65	372.65
GRAINGER GRAINGER	410596 410596	07/23/24 07/23/24	SMALL TOOLS & MINOR EQUIP CLEANING SUPPLIES	1125-4238000 1125-4238900	59973	98.50 242.96	341.46
MONICA HADDOCK	410597	07/23/24	TRAVEL FEES & EXPENSES	1081-4343000		343.04	343.04
HAMILTON COUNTY LEADERSHI	410598	07/23/24	TRAINING ACADEMY	1125-4357004	59926	2,000.00	2,000.00
HICKEY'S SHAVED ICE, LLC	410599 410599 410599 410599 410599	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	ADULT CONTRACTORS	1081-4340800 1081-4340800 1081-4340800 1081-4340800 1081-4340800 1082-4340800 1082-4340800 1082-4340800		222.00 303.00 306.00 300.00 327.00 255.00 285.00 210.00	
HICKEY'S SHAVED ICE, LLC	410599	,, -	ANNUAL CONFERENCE & EXPO		59961	360.00	2,208.00
INDIANA PARK & RECREATION INDIANAPOLIS ZOOLOGICAL S INDIANAPOLIS ZOOLOGICAL S INDIANAPOLIS ZOOLOGICAL S	410601 410601	07/23/24 07/23/24	FIELD TRIPS FIELD TRIPS FIELD TRIPS FIELD TRIPS	1082-4343007 1082-4343007 1082-4343007		1,454.25 836.50 1,551.75	360.00 3,842.50
IRON MOUNTAIN INC IRON MOUNTAIN INC	410602 410602	07/23/24 07/23/24	OTHER PROFESSIONAL FEES OTHER PROFESSIONAL FEES	1081-4341999 1091-4341999		84.50 84.50	169.00
KROGER, GARDIS & REGAS KROGER, GARDIS & REGAS KROGER, GARDIS & REGAS	410603 410603 410603	07/23/24	LEGAL FEES LEGAL FEES LEGAL FEES	1125-4340000 1081-4340000 1091-4340000		5,984.55 2,468.50 4,895.00	13,348.05
MCCONNELL PLUMBING & HEA	г 410604	07/23/24	4 BUILDING REPAIRS & MAINT	1125-4350100		250.00	250.00
MID-STATE TRUCK EQUIPMEN	г 410605	07/23/24	4 KUBOTA EQUIP LIGHT PKG	1125-4232100	59920	670.00	670.00
MIDWEST PARENTING PUBLICA	410606	07/23/24	4 MARKETING & PROMOTIONS	1091-4341991		495.00	495.00
NCSI	410607	07/23/24	4 CRIMINAL BACKGROUND CHEC	1125-4341990		37.00	37.00
WXIN	410608	07/23/2	4 MARKETING & PROMOTIONS	1091-4341991		1,450.00	1,450.00
NORTHERN SAFETY CO, INC	410609	07/23/2	4 SAFETY SUPPLIES	1094-4239012		520.45	520.45
OCCUPATIONAL HEALTH CENT	E 410610	07/23/2	4 MEDICAL FEES	1091-4340700		310.00	310.00
PANERA BREAD	410611	07/23/2	4 SPECIAL PROJECTS	1091-4359000		315.16	

PAGE NUMBER: 33 acctpay1crm SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 CITY OF CARMEL

ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
PANERA BREAD	410611	07/23/24	GENERAL PROGRAM SUPPLIES	1096-4239039		176.06	491.22
S & S CRAFTS WORLDWIDE IN S & S CRAFTS WORLDWIDE IN S & S CRAFTS WORLDWIDE IN	410612	07/23/24	GENERAL PROGRAM SUPPLIES GENERAL PROGRAM SUPPLIES MIDTOWN GAME SUPPLY	1081-4239039 1081-4239039 1125-4238900	59980	463.63 112.72 286.70	863.05
SJCA ENGINEERS & SURVEYOR	410613	07/23/24	WHITE RIVER GREENWAY N	106-R4460715	55548	262.90	262.90
STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG STAPLES BUSINESS ADVANTAG	410614 410614 410614 410614	07/23/24 07/23/24	OFFICE SUPPLIES GENERAL PROGRAM SUPPLIES OTHER MISCELLANEOUS OFFICE SUPPLIES OFFICE SUPPLIES PNR OFFICE SUPPLIES	1091-4230200 1082-4239039 1082-4239099 1125-4230200 1125-4230200 1125-4230200	59850	152.47 27.16 219.52 146.66 32.72 46.13	
STREETSCAN USA INC	410615		ASPHALT-GREENWAY TRAILS	103-4462000		200.00	624.66
ANYTIME OUTHOUSE	410616		FLOWING WELL RENTALS	1125-4353099		345.00	200.00
SYSCO FOOD SERVICES	410617 410617	07/23/24	FOOD & BEVERAGES FOOD & BEVERAGES	1095-4239040 1095-4239040		5,138.41 2,648.57	345.00
SYSCO FOOD SERVICES VORTEX USA INC	410618		WESTERMEIER SPLASH PAD	1125-4350000	59988	750.00	7,786.98
WHITE'S ACE HARDWARE	410619 410619 410619 410619 410619 410619 410619 410619 410619	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES OFFICE SUPPLIES BUILDING MATERIAL REPAIR PARTS SMALL TOOLS & MINOR EQUIP OTHER MAINT SUPPLIES OTHER MISCELLANEOUS	110-4238900 1093-4238900 1094-4238900 1125-4230200 1125-4235000 1125-4237000 1125-4238900 1125-4238900 1082-4239099		840.00 117.85 201.24 26.97 108.50 41.57 19.99 66.00 62.61	750.00 1,484.73
WISSCO IRRIGATION INC	410620	07/23/24	GROUNDS MAINTENANCE	1094-4350400		4,875.40	4,875.40
180 COUNSELING LLC	410621		MENTAL HEALTH COUNSELING			140.00	140.00
AAA EXTERMINATING INC AAA EXTERMINATING INC	410622 410622	07/23/24 07/23/24	BUILDING MATERIAL BUILDING MATERIAL	1207-4235000 1207-4235000		155.00 40.00	195.00
ACTION TARGET, INC ACTION TARGET, INC	410623 410623	07/23/24 07/23/24	POSTAGE AMMUNITIONS & ACCESSORIES	1110-4342100 1110-4239010		17.64 107.50	125.14
ACUSHNET CO	410624	07/23/24	GOLF HARDGOODS	1207-4356007		500.21	500.21
AMAZON CAPITAL SERVICES	410625 410625 410625 410625 410625 410625 410625 410625 410625 410625 410625	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER EXPENSES GARAGE & MOTOR SUPPIES UNIFORMS OFFICE SUPPLIES OTHER MISCELLANEOUS	1110-4239099 1110-4239099 852-5023990 1110-4232100 1110-42356001 1110-4230200 1110-4230200 1110-4230200 1110-4230200 1110-4230200 1110-4239099 1110-4239099		38.99 14.99 119.96 9.99 51.99 57.58 79.99 13.99 97.24 51.78 99.98 53.96	

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

CITY OF CARMEL

PAGE NUMBER: 34 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC				accepay zer iii
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES	410625 410625 410625 410625	07/23/24 07/23/24	OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS OFFICE SUPPLIES	1110-4239099 1110-4239099 1110-4239099 1801-4230200		15.90 36.98 151.98 160.22	1,055.52
AMERICAN STRUCTURE POINT,	410626	07/23/24	OTHER EXPENSES	609-5023990		1,530.00	1,530.00
ASCENSION ST VINCENT PUBL ASCENSION ST VINCENT PUBL		07/23/24 07/23/24	MEDICAL EXAM FEES MEDICAL EXAM FEES	1110-4340701 1110-4340701		4,820.82 12,068.13	,
AUTOZONE INC	410628		OTHER EXPENSES	601-5023990		37.99	16,888.95 37.99
B L ANDERSON CO. B L ANDERSON CO.	410629 410629		OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990		5,318.11 -3,780.91	
BAM OUTDOOR INC	410630	07/23/24	OTHER EXPENSES	651-5023990		607.00	1,537.20 607.00
VOIGT CREATIONS	410631	07/23/24	OTHER CONT SERVICES	856-4350900		4,250.00	4,250.00
BATTERIES PLUS BULBS BATTERIES PLUS BULBS BATTERIES PLUS BULBS	410632 410632 410632	07/23/24	REPAIR PARTS REPAIR PARTS OTHER MAINT SUPPLIES	1120-4237000 1120-4237000 1110-4238900		-108.00 627.80 61.06	580.86
BERGER HARGIS LANDSCAPE M BERGER HARGIS LANDSCAPE M BERGER HARGIS LANDSCAPE M BERGER HARGIS LANDSCAPE M	410633 410633	07/23/24 07/23/24	GROUNDS MAINTENANCE GROUNDS MAINTENANCE GROUNDS MAINTENANCE GROUNDS MAINTENANCE	1120-4350400 1120-4350400 1120-4350400 1120-4350400		118.65 192.15 203.70 315.00	829.50
BOSE, MCKINNEY & EVANS	410634	07/23/24	OTHER CONT SERVICES	202-4350900		8,583.50	8,583.50
BRATEMAN'S INC. BRATEMAN'S INC.	410635 410635	07/23/24 07/23/24	POSTAGE UNIFORM ACCESSORIES	1110-4342100 1110-4356002		9.95 250.00	·
BRAUN INDUSTRIES INC	410636	07/23/24	AUTO REPAIR & MAINTENANCE	1120-4351000		278.00	259.95 278.00
BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC BRENNTAG MID SOUTH INC	410637 410637 410637	07/23/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990		3,194.00 1,077.06 807.80	
BROWNELLS INC BROWNELLS INC	410638 410638	07/23/24 07/23/24	POSTAGE AMMUNITIONS & ACCESSORIES	1110-4342100 1110-4239010		10.99 79.96	5,078.86
CARAHSOFT TECHNOLOGY CORP	410639	07/23/24	ASANA ENTERPRISE LICENSE	1203-4355200	111347	9,094.74	90.95
CARGILL INC-SALT DIVISION	410640 410640 410640 410640	07/23/24 07/23/24 07/23/24 07/23/24	OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990 601-5023990 601-5023990		2,829.56 2,818.21 2,813.67 2,888.58 2,820.48 2,802.32	9,094.74
CARMEL TROPHIES PLUS LLC	410641	07/23/24	OTHER CONT SERVICES	1120-4350900		5.00	16,972.82
CARMEL TROPHIES PLUS LLC			OTHER CONT SERVICES	1120-4350900		12.00	17.00
CARMEL WELDING & SUPP INC		, ,	OTHER CONT SERVICES	1120-4350900		27.95	27.95
CERTIFIED LABORATORIES	410643	07/23/24	EQUIPMENT REPAIRS & MAINT	1207-4350000		1,929.95	1,929.95

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 35 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	HER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
CHARDON LABORATORIES INC	410644	07/23/24	OTHER EXPENSES	651-5023990		285.00	285.00
CHRISTOPHER BURKE ENGINEE	410645	07/23/24	22-01 ON CALL NPDEA MS4	250-4350900	106600	1,067.50	1,067.50
CINTAS CORPORATION #18	410646 410646 410646 410646 410646 410646	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	LAUNDRY SERVICE LAUNDRY SERVICE LAUNDRY SERVICE LAUNDRY SERVICE OTHER EXPENSES UNIFORMS BUILDING MATERIAL	1110-4356501 1110-4356501 1110-4356501 1110-4356501 651-5023990 1207-4356001 1207-4235000		71.29 71.29 237.90 113.70 32.95 43.77 200.22	771.12
CINTAS FIRST AID & SAFETY	410647	07/23/24	OTHER EXPENSES	651-5023990		283.20	283.20
CINTAS UNIFORMS	410648	07/23/24	OTHER EXPENSES	651-5023990		347.26	347.26
CLASSIC CLEANERS INC	410649	07/23/24	DRY CLEANING	1110-4356502		1,247.70	1,247.70
ROSEMARY L CLAWSON	410650	07/23/24	OTHER CONT SERVICES	250-4350900		50.00	50.00
CLEARVIEW AI, INC	410651	07/23/24	SOFTWARE MAINT CONTRACTS	1110-4351502		14,995.00	14,995.00
CLEVELAND GOLF/SRIXON CLEVELAND GOLF/SRIXON CLEVELAND GOLF/SRIXON	410652 410652 410652	07/23/24	GOLF HARDGOODS GOLF HARDGOODS GOLF HARDGOODS	1207-4356007 1207-4356007 1207-4356007		4,575.00 915.00 -4,931.41	558.59
CORE & MAIN	410653	07/23/24	OTHER EXPENSES	601-5023990		412.96	412.96
CSU INC	410654	07/23/24	BUILDING REPAIRS & MAINT	1115-4350100		4,087.77	4,087.77
CUMMINS SALES & SERVICE	410655	07/23/24	AUTO REPAIR & MAINTENANCE	1120-4351000		449.51	449.51
CUSTOM TRUCK & AUTO INC CUSTOM TRUCK & AUTO INC	410656 410656	07/23/24 07/23/24	AUTO REPAIR & MAINTENANCE AUTO REPAIR & MAINTENANCE	1120-4351000 1115-4351000		1,523.20 3,217.79	4,740.99
ROB DEROCKER	410657	07/23/24	PUBLIC RELATIONS	1203-4340401	111430	11,000.00	11,000.00
DLH COUNSELING & CONSULTI	410658	07/23/24	OTHER PROFESSIONAL FEES	1110-4341999		350.00	350.00
DON HINDS FORD DON HINDS FORD DON HINDS FORD	410659 410659 410659	07/23/24	REPAIR PARTS AUTO REPAIR & MAINTENANCE OTHER EXPENSES	1110-4237000 1120-4351000 651-5023990		211.56 96.95 135.76	444.27
EASTERN ENGINEERING SUPPL	410660	07/23/24	REPAIR PARTS	1120-4237000		429.00	429.00
ECKART SUPPLY	410661	07/23/24	OTHER EXPENSES	601-5023990		2.16	2.16
CONSENSUS CLOUD SOLUTIONS	410662	07/23/24	OTHER EXPENSES	252-5023990		156.85	156.85
ELEMENT MATERIALS TECHNOL ELEMENT MATERIALS TECHNOL	410663 410663		OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990		74.60 90.10	164.70
EMD MILLIPORE CORP.	410664	07/23/24	OTHER EXPENSES	651-5023990		495.65	495.65
ENVIRONMENTAL LABORATORIE ENVIRONMENTAL LABORATORIE ENVIRONMENTAL LABORATORIE ENVIRONMENTAL LABORATORIE	410665 410665	07/23/24 07/23/24	OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990 601-5023990 601-5023990		2,238.75 346.88 13.88 13.88	

PAGE NUMBER: 36 acctpay1crm

DATE: 07/30/2024 TIME: 10:15:52

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

CHECK AMT INVOICE AMT KEY ORGAN-ACCOUNT P.O. DATE DESCRIPTION CHECK NO VENDOR NAME 13.88 601-5023990 07/23/24 OTHER EXPENSES ENVIRONMENTAL LABORATORIE 410665 13.88 601-5023990 07/23/24 OTHER EXPENSES ENVIRONMENTAL LABORATORIE 410665 07/23/24 OTHER EXPENSES 601-5023990 13.88 ENVIRONMENTAL LABORATORIE 410665 2.655.03 113.79 651-5023990 07/23/24 OTHER EXPENSES FASTENAL COMPANY 410666 113.79 111328 575.00 1115-4350100 07/23/24 DATA CENTER REPAIRS FULLER ENGINEERING CO LLC 410667 575.00 98.79 07/23/24 SMALL TOOLS & MINOR EQUIP 1207-4238000 GENUINE PARTS COMPANY-IND 410668 98.79 480.00 1301-4341954 GLOBO LANGUAGE SOLUTIONS 410669 07/23/24 INTERPRETER FEES 480.00 284.06 851-5023990 410670 07/23/24 OTHER EXPENSES GORDON FOOD SERVICE, INC 284.06 466.46 07/23/24 EQUIPMENT REPAIRS & MAINT 1120-4350000 410671 GRACE REFRIGERATION 466.46 21.80 601-5023990 07/23/24 OTHER EXPENSES 410672 GRAINGER 191.57 07/23/24 OTHER EXPENSES 651-5023990 410672 GRAINGER 525.00 651-5023990 07/23/24 OTHER EXPENSES 410672 GRAINGER 738.37 432.54 1110-4467099 07/23/24 OTHER EQUIPMENT 410673 GRAINGER 149.00 1110-4342100 07/23/24 POSTAGE 410673 GRAINGER 80.36 07/23/24 OTHER MISCELLANEOUS 1110-4239099 410673 GRAINGER 115.20 1110-4239011 07/23/24 SPECIAL DEPT SUPPLIES 410673 GRAINGER 777.10 132.00 07/23/24 SOFTWARE MAINT CONTRACTS 1110-4351502 GUARDIAN ALLIANCE TECHNOL 410674 132.00 R101057 20,904.00 202-R4340100 410675 07/23/24 H W C ENGINEERING 20,904.00 213.00 651-5023990 07/23/24 OTHER EXPENSES HACH COMPANY 410676 213.00 448.26 102-4239011 410677 07/23/24 SPECIAL DEPT SUPPLIES HENRY SCHEIN INC 448.26 183.21 651-5023990 07/23/24 OTHER EXPENSES HOME DEPOT CREDIT SERVICE 410678 183.21 625.00 1120-4357003 07/23/24 INTERNAL INSTRUCT FEES 410679 MARK HULETT 625.00 1.474.38 07/23/24 OTHER EXPENSES 651-5023990 410680 IDEXX LABORATORIES 1,474.38 26.56 507-4239099 410681 07/23/24 OTHER MISCELLANEOUS INDIANA LANDMARKS 26.56 496.42 1120-4231100 410682 07/23/24 BOTTLED GAS INDIANA OXYGEN CO 480.27 1120-4231100 07/23/24 BOTTLED GAS 410682 INDIANA OXYGEN CO 22.80 07/23/24 AMMUNITIONS & ACCESSORIES 1110-4239010 410682 INDIANA OXYGEN CO 999.49 149.50 601-5023990 07/23/24 OTHER EXPENSES INSIGHT PUBLIC SECTOR, IN 410683 149.50 651-5023990 INSIGHT PUBLIC SECTOR, IN 410683 07/23/24 OTHER EXPENSES 299,00 216.96 1120-4237000 J & F DISTRIBUTING COMPAN 410684 07/23/24 REPAIR PARTS 216.96 1120-4350100 800.00 07/23/24 BUILDING REPAIRS & MAINT 410685 JACOB-DIETZ, INC 800.00 438.87 601-5023990 JP1 SPECIALITY ADVERTISIN 410686 07/23/24 OTHER EXPENSES 438.87 75.00 250-4350900 07/23/24 OTHER CONT SERVICES 410687 JENS KELLER 75.00 377.32 601-5023990 07/23/24 OTHER EXPENSES KIRBY RISK CORPORATION 410688 377.32

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 37 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOI	JCHER REGISTER		
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
KRIEG DEVAULT	410689	07/23/24	OTHER CONT SERVICES	202-4350900	7,029.00	7.029.00
ELIZABETH ANNE LAPLANTE	410690	07/23/24	OTHER CONT SERVICES	250-4350900	50.00	7,029.00 50.00
LEACH & RUSSELL LEACH & RUSSELL	410691 410691		OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990	3,651.91 605.00	4,256.91
AMY LEGG AMY LEGG	410692 410692		OTHER EXPENSES OTHER EXPENSES	601-5023990 651-5023990	2,100.00 540.00	2,640.00
LIONHEART CRITICAL POWER	410693	07/23/24	OTHER EXPENSES	601-5023990	350.00	350.00
LIVING WATERS CO.	410694	07/23/24	OTHER EXPENSES	601-5023990	345.59	345.59
	410695 410695		REPAIR PARTS REPAIR PARTS	1120-4237000 1120-4237000	327.74 1,110.48	1,438.22
MCMASTER CARR SUPPLY CO	410696	07/23/24	OTHER EXPENSES	651-5023990	60.93	60.93
MENARDS - FISHERS	410697	07/23/24	84494	1120-4237000	362.72	362.72
MENARDS, INC	410698	07/23/24	90793	1115-4238000	319.92	319.92
MENARDS, INC MENARDS, INC	410699 410699	07/23/24 07/23/24	89923 90415	1120-4238000 1120-4237000	489.19 14.66	503.85
MENARDS, INC MENARDS, INC	410700 410700	07/23/24 07/23/24		601-5023990 601-5023990	182.70 65.66	
CROWN KENNELS	410701	07/23/24	ANIMAL SERVICES	1110-4357600	75.00	248.36
MIDWEST MOBILE WASHERS LL MIDWEST MOBILE WASHERS LL	410702 410702	07/23/24 07/23/24	OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990	9,550.00 9,550.00	75.00 19,100.00
HARBOR FREIGHT TREVIPAY	410703	07/23/24	OTHER EXPENSES	651-5023990	27.26	27.26
NAPA AUTO PARTS INC	410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410704 410705	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	GARAGE & MOTOR SUPPIES REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS REPAIR PARTS GARAGE & MOTOR SUPPIES REPAIR PARTS GARAGE & MOTOR SUPPIES REPAIR PARTS	1110-4232100 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4232100 1110-4232100 1110-4232100 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000 1110-4237000	4.41 521.94 320.44 262.46 16.62 112.54 27.32 31.51 34.20 243.68 17.36 11.88 262.46 85.20 207.82 45.98	2,205.82
OFFICE DEPOT OFFICE DEPOT	410706 410706	07/23/24 07/23/24	OFFICE SUPPLIES OFFICE SUPPLIES	1110-4230200 1110-4230200	59.97 173.32	307.43

PAGE NUMBER: 38 acctpay1crm

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

TIME: 10:15:52			ACCOUNTS PATABLE - VOIC	HER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
OFFICE DEPOT	410706 410706 410706 410706 410706 410706 410706 410706 410706	07/23/24 07/23/24 07/23/24 07/23/24 07/23/24 07/23/24	OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS	1110-4230200 1110-4238900 1110-4238900 1110-4239099 1110-4239099 1110-4239099 1110-4239099 1110-4239099		213.56 333.96 160.41 114.68 30.40 86.49 483.71 32.28 39.99	1,728.77
ON SITE SUPPLY	410707	07/23/24	OTHER EXPENSES	601-5023990		124.75	124.75
ONEZONE	410708	07/23/24	ONEZONE EVENTS	1401-R4343005	110690	30.00	30.00
PEARSON FORD, INC	410709	07/23/24	OTHER EXPENSES	601-5023990		190.66	190.66
PENN CARE INC.	410710	07/23/24	SPECIAL DEPT SUPPLIES	102-4239011		433.60	433.60
PLYMATE	410711	07/23/24	OTHER EXPENSES	601-5023990		411.35	411.35
R & R PRODUCTS INC R & R PRODUCTS INC	410712 410712	07/23/24 07/23/24	SMALL TOOLS & MINOR EQUIP SMALL TOOLS & MINOR EQUIP	1207-4238000 1207-4238000		1,901.75 498.00	2 200 75
R G A/HOOSIER RUBBER & TR				651-5023990		2,001.35	2,399.75 2,001.35
RELIABLE TRANSMISSION SER		07/23/24	AUTO REPAIR & MAINTENANCE	1120-4351000		869.14	869.14
TARGET SPECIALTY PRODUCTS TARGET SPECIALTY PRODUCTS	410715 410715	07/23/24 07/23/24	GROUNDS MAINTENANCE GROUNDS MAINTENANCE	1207-4350400 1207-4350400	111066 111066	135.54 1,060.00	1,195.54
ROLLFAST ROLLFAST	410716 410716		BIKE CARMEL EVENTS BIKE CARMEL EVENTS	854-5023990 1203-4359003	111372 111371	4,300.00 2,500.00	6,800.00
SEXSON MECHANICAL CORP SEXSON MECHANICAL CORP	410717 410717	07/23/24 07/23/24	HVAC MAINTENANCE BUILDING REPAIRS & MAINT	1801-4350900 1110-4350100	111293	541.00 392.00	933.00
SHOE CARNIVAL, INC	410718	07/23/24	UNIFORMS	1120-4356001		367.50	367.50
ROBERT L SMITH PHD	410719	07/23/24	MENTAL HEALTH COUNSELING	1120-4340703		160.00	160.00
STAPLES BUSINESS ADVANTAG	410720	07/23/24	SHREDDER	1701-R4464000	108140	82.94	82.94
SUNBELT RENTALS, INC. SUNBELT RENTALS, INC.	410721 410721	07/23/24 07/23/24	OTHER EXPENSES OTHER EXPENSES	601-5023990 601-5023990		4,506.14 30.99	4,537.13
SWANNIES GOLF APPAREL CO SWANNIES GOLF APPAREL CO	410722 410722		GOLF SOFTGOODS GOLF SOFTGOODS	1207-4356006 1207-4356006		89.56 51.67	141.23
TAYLOR OIL CO INC	410723	07/23/24	OTHER EXPENSES	651-5023990		2,718.90	2,718.90
TOTAL TRUCK PARTS, INC.	410724	07/23/24	REPAIR PARTS	1120-4237000		140.83	140.83
TRUCK SERVICE INC	410725	07/23/24	AUTO REPAIR & MAINTENANCE	1120-4351000		7,620.26	7,620.26
ULINE ULINE	410726 410726	07/23/24 07/23/24	POSTAGE OFFICE SUPPLIES	1110-4342100 1110-4230200		27.24 192.00	219.24
WEBB EFFECTS LLC	410727	07/23/24	AUTO REPAIR & MAINTENANCE	1120-4351000		400.00	

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 39 acctpaylcrm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	HER REGISTER		
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
						400.00
WHITE'S ACE HARDWARE	410728	07/23/24	REPAIR PARTS	1120-4237000	108.98	108.98
WHITE'S ACE HARDWARE	410729 410729 410729 410729 410729 410729 410729	07/23/24 07/23/24 07/23/24 07/23/24	OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES GARAGE & MOTOR SUPPIES GARAGE & MOTOR SUPPIES OTHER MISCELLANEOUS OTHER MISCELLANEOUS OTHER MISCELLANEOUS	1110-4238900 1110-4238900 1110-4232100 1110-4232100 1110-4239099 1110-4239099 1110-4239099	25.98 53.98 26.35 51.13 34.97 23.98 157.94	374.33
LABOR RELATIONS INFORMATI	410730	07/23/24	SUBSCRIPTIONS	1110-4355200	175.00	175.00
ENGLEDOW GROUP	410731	07/23/24	BUILDING REPAIRS & MAINT	1205-4350100	513.19	513.19
XYLEM WATER SOLUTIONS USA XYLEM WATER SOLUTIONS USA	410732 410732		OTHER EXPENSES OTHER EXPENSES	651-5023990 651-5023990	7,479.00 1,080.00	8,559.00
YOUNG & SONS ASPHALT PAVI	410733	07/23/24	OTHER EXPENSES	601-5023990	2,000.00	2,000.00
CENTERPOINT ENERGY	410734	07/25/24	OTHER EXPENSES	1801-4348000	47.10	47.10
CENTERPOINT ENERGY	410735	07/25/24	OTHER EXPENSES	601-5023990	947.68	947.68
CENTERPOINT ENERGY	410736	07/25/24	OTHER EXPENSES	601-5023990	101.52	101.52
AIM	410737	07/25/24	TRAVEL & LODGING	1160-4343003	199.00	199.00
KURT ANDERSON KURT ANDERSON	410738 410738	07/25/24 07/25/24	ORGANIZATION & MEMBER DUE EXTERNAL INSTRUCT FEES	2200-4355300 2200-4357004	50.00 295.00	345.00
JASON ARMES	410739	07/25/24	EXTERNAL TRAINING TRAVEL	2201-4343002	725.85	725.85
BARNES & THORNBURG BARNES & THORNBURG	410740 410740		LEGAL FEES LEGAL FEES	902-4340000 902-4340000	1,332.00 1,537.50	2,869.50
C. L. COONROD & COMPANY	410741	07/25/24	ACCOUNTING FEES	902-4340300	783.00	783.00
CARLOS WILSON, JR.	410742	07/25/24	EXTERNAL TRAINING TRAVEL	1120-4343002	313.00	313.00
CARMEL CLAY PARKS & RECRE	410743	07/25/24	OTHER PROFESSIONAL FEES	902-4341999	4,395.06	4,395.06
CARMEL CLAY SCHOOLS-FUEL	410744	07/25/24	4 GASOLINE	1801-4231400	44.85	44.85
CARMEL OTS LLC CARMEL OTS LLC CARMEL OTS LLC	410745 410745 410745	07/25/24	OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES	1208-4350900 1208-4350900 1208-4350900	2,971.83 2,971.83 2,971.83	8,915.49
CARMEL UTILITIES	410746 410746 410746 410746 410746 410746 410746 410746 410746	07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24	# ELECTRICITY # ELECTRICITY # ELECTRICITY # ELECTRICITY # WATER & SEWER	1801-4348000 1801-4348000 1801-4348000 1801-4348000 1207-4348500 2201-4348500 2201-4348500 2201-4348500 2201-4348500	519.32 518.04 405.43 63.31 931.70 155.40 914.55 879.50 952.20	5,339.45

PAGE NUMBER: 40 acctpay1crm

DATE: 07/30/2024 TIME: 10:15:52

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME CHECK NO DATE DESCRIPTION KEY ORGAN-ACCOUNT P.O. INVOICE AMT CHECK AMT CHARTER COMMUNICATIONS HO 410747 07/25/24 INTERNET LINE CHARGES 1115-4344200 140.38 140.38 CLAY TOWNSHIP 410748 07/25/24 OTHER CONT SERVICES 1081-4350900 7,203.75 7,203.75 CONSTELLATION NEWENERGY G 410749 07/25/24 NATURAL GAS 1208-4349000 4,156.42 4,156.42 CULLIGAN OF INDIANAPOLIS 410750 07/25/24 OTHER CONT SERVICES 1801-4350900 10.99 10.99 07/25/24 ELECTRICITY 1207-4348000 6,021.31 DUKE ENERGY DUKE ENERGY 410752 07/25/24 ELECTRICITY 1207-4348000 311.93 410752 07/25/24 ELECTRICITY 1801-4348000 DUKE ENERGY 74.32 07/25/24 ELECTRICITY 1801-4348000 DUKE ENERGY 410752 35.63 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 1801-4348000 DUKE ENERGY 410752 293.11 DUKE ENERGY 410752 1801-4348000 907.35 DUKE ENERGY 410752 1801-4348000 20.05 3,787.70 DUKE ENERGY 410752 1205-R4348000 108356 07/25/24 OTHER EXPENSES DUKE ENERGY 410752 651-5023990 63.37 07/25/24 OTHER EXPENSES 07/25/24 OTHER EXPENSES DUKE ENERGY 410752 651-5023990 37.19 DUKE ENERGY 410752 651-5023990 230.72 07/25/24 OTHER EXPENSES DUKE ENERGY 410752 651-5023990 52.47 07/25/24 ELECTRICITY
07/25/24 ELECTRICITY
07/25/24 ELECTRICITY
07/25/24 ELECTRICITY
07/25/24 ELECTRICITY DUKE ENERGY 410752 2201-4348000 115.37 2201-4348000 2201-4348000 DUKE ENERGY 410752 127.53 DUKE ENERGY 410752 54.46 DUKE ENERGY 410752 2201-4348000 29.22 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY DUKE ENERGY 410752 2201-4348000 36.58 DUKE ENERGY 410752 2201-4348000 179.65 410752 07/25/24 ELECTRICITY 2201-4348000 DUKE ENERGY 54.65 DUKE ENERGY 410752 07/25/24 ELECTRICITY 2201-4348000 62.25 DUKE ENERGY 410752 07/25/24 ELECTRICITY 2201-4348000 100.44 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 2201-4348000 DUKE ENERGY 410752 49.25 DUKE ENERGY 410752 2201-4348000 25.43 DUKE ENERGY 410752 2201-4348000 44.33 DUKE ENERGY 410752 2201-4348000 28.41 DUKE ENERGY 410752 2201-4348000 22.47 07/25/24 ELECTRICITY DUKE ENERGY 410752 2201-4348000 32.75 07/25/24 ELECTRICITY 2201-4348000 DUKE ENERGY 410752 46.89 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY DUKE ENERGY 410752 2201-4348000 16.99 2201-4348000 DUKE ENERGY 410752 42.43 2201-4348000 DUKE ENERGY 410752 39.17 2201-4348000 DUKE ENERGY 410752 53.56 DUKE ENERGY 410752 2201-4348000 13.13 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY 07/25/24 ELECTRICITY DUKE ENERGY 410752 2201-4348000 17.05 DUKE ENERGY 410752 2201-4348000 16.85 DUKE ENERGY 410752 2201-4348000 2,744.90 15,788.91 DUKE ENERGY 410753 07/25/24 ELECTRICITY 2201-4348000 10,892.63 DUKE ENERGY 410753 07/25/24 ELECTRICITY 1206-4348000 1,350.08 12.242.71 FFDFX 410754 07/25/24 POSTAGE 1701-4342100 9.39 9.39 FINK ROBERTS & PETRIE INC 410755 07/25/24 ARCHITECTURAL FEES 902-4340200 2,475.00 2,475,00 410756 RACHEL FINN 07/25/24 OTHER MISCELLANEOUS 1115-4239099 28.99 28.99 PRYOR LEARNING SOLUTIONS 410757 1702-4357002 07/25/24 EXTERNAL TRAINING FEES 249.00 PRYOR LEARNING SOLUTIONS 410757 07/25/24 EXTERNAL TRAINING FEES 1702-4357002 249.00 PRYOR LEARNING SOLUTIONS 410757 07/25/24 EXTERNAL TRAINING FEES 1702-4357002 249.00 PRYOR LEARNING SOLUTIONS 410757 07/25/24 EXTERNAL TRAINING FEES 1702-4357002 249.00

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 41 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOUC	HER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
PRYOR LEARNING SOLUTIONS	410757	07/25/24	EXTERNAL TRAINING FEES	1702-4357002		249.00	1,245.00
GFC LEASING OH	410758	07/25/24	COPIER/SCANNER LEASE	1192-R4353004	110673	1,054.82	1,054.82
JOHN GOVIN	410759	07/25/24	OTHER EXPENSES	852-5023990		207.00	207.00
STEVEN HOLUBIK	410760	07/25/24	OTHER EXPENSES	301-5023990		400.00	400.00
APA-IN	410761	07/25/24	ORGANIZATION & MEMBER DUE	1192-4355300		75.00	75.00
INDIANA UNIVERSITY HEALTH	410762	07/25/24	GENERAL INSURANCE	1205-4347500		4,990.00	4,990.00
MICHAEL KLITZING MICHAEL KLITZING MICHAEL KLITZING	410763 410763 410763	07/25/24	CELLULAR PHONE FEES OFFICE SUPPLIES TRAVEL FEES & EXPENSES	1125-4344100 1125-4230200 1125-4343000		250.00 1.00 68.26	319.26
BENJAMIN L KRIEG	410764	07/25/24	EXTERNAL TRAINING TRAVEL	1120-4343002		1,684.22	1,684.22
MASON PRIVATE LOCATING LL	410765	07/25/24	INLOW PARK SPLASH PAD	1125-4350400	59773	337.50	337.50
HENRY MESTETSKY	410766	07/25/24	ORGANIZATION & MEMBER DUE	1801-4355300		420.00	420.00
RODOLFO MONTES	410767	07/25/24	EXTERNAL TRAINING TRAVEL	1120-4343002		313.00	313.00
MOUNTAIN GLACIER LLC	410768	07/25/24	OTHER MISCELLANEOUS	1205-4239099		43.74	43.74
MOUNTAIN GLACIER LLC	410769	07/25/24	OTHER MISCELLANEOUS	1205-4239099		48.43	48.43
MOUNTAIN GLACIER LLC	410770	07/25/24	OTHER MISCELLANEOUS	1205-4239099		54.43	54.43
JUSTIN ROBERT MYERS	410771	07/25/24	OTHER PROFESSIONAL FEES	902-4341999		46.79	46.79
NELSON ALARM COMPANY	410772	07/25/24	OTHER PROFESSIONAL FEES	902-4341999		150.00	150.00
SESCO GROUP SESCO GROUP	410773 410773	07/25/24 07/25/24	GENERAL CRC PROJECTS GENERAL CRC PROJECTS	902-4460884 902-4460884		853.90 3,749.64	4,603.54
DANIEL C NOWACZYK	410774	07/25/24	EXTERNAL TRAINING TRAVEL	1120-4343002		313.00	313.00
BRAD PEASE BRAD PEASE	410775 410775	07/25/24 07/25/24	OTHER MISCELLANEOUS OTHER MISCELLANEOUS	2200-4239099 2200-4239099		182.00 32.14	214.14
JACOB QUINN	410776	07/25/24	EXTERNAL TRAINING FEES	1702-4357002		125.00	125.00
REI PROPERTY & MANAGEMENT	410777	07/25/24	OTHER PROFESSIONAL FEES	902-4341999		1,009.35	1,009.35
REPUBLIC WASTE SERVICES (REPUBLIC WASTE SERVICES (410778 410778	07/25/24 07/25/24	TRASH COLLECTION	1205-4350101 1205-R4350101	R103597	-65.00 358.35	293.35
PITNEY BOWES RESERVE ACCO	410779	07/25/24	POSTAGE	1701-4342100		3,000.00	3,000.00
ANDREW W SCOTT	410780	07/25/24	EXTERNAL TRAINING TRAVEL	1120-4343002		313.00	313.00
CAROLYN SHAW CAROLYN SHAW	410781 410781	07/25/24 07/25/24	EXTERNAL TRAINING FEES FURNITURE & FIXTURES	1702-4357002 1702-4463000		60.00 713.68	773.68
SHRED-IT USA LLC	410782	07/25/24	1 PAPER DISPOSAL	1192-R4350900	110677	342.74	342.74
							J72.77

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 42

acctpay1crm

			DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
SIMPLIFILE	410783	07/25/24	OTHER CONT SERVICES	1801-4350900	56.50	F.C. F.O.
LAURIE SLICK	410784	07/25/24	OTHER MISCELLANEOUS	2200-4239099	18.48	56.50
STERICYCLE INC	410785	07/25/24	OTHER CONT SERVICES	2200-4239099 1701-4350900	145.26	18.48
SUE FINKAM SUE FINKAM SUE FINKAM SEAN SUTTON	410786 410786 410786	07/25/24 07/25/24 07/25/24	OTHER MISCELLANEOUS TRAVEL PER DIEMS TRAVEL PER DIEMS	1160-4239099 1160-4343004 1160-4343004 1120-4239012	134.64 172.50 172.50	
SEAN SUTTON	410787	07/25/24	SAFETY SUPPLIES	1120-4239012	17.97	479.64
TOSHIBA AMERICA BUSINESS	410788	07/25/24	COPIER	1160-4353004	207.63	17.97
TOSHIBA FINANCIAL SERVICE	410789	07/25/24	OTHER CONT SERVICES	1160-4353004 1801-4350900	164.69	207.63
UPS	410790	07/25/24	OTHER EXPENSES	601-5023990 651-5023990 1801-4350900 1207-4344100 1160-4344100	21.02	164.69
KONICA MINOLTA PREMIER FI	410791	07/25/24	OTHER EXPENSES	651-5023990	135.00	21.02
VERIZON	410792	07/25/24	OTHER CONT SERVICES	1801-4350900	59.62	135.00
VERIZON	410793	07/25/24	CELLULAR PHONE FEES	1207-4344100	154.22	59.62
VERIZON	410794	07/25/24	CELLULAR PHONE FEES	1160-4344100	294.74	154.22
WALLACK SOMERS & HAAS PC	410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798	07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24	LEGAL FEES	1160-4344100 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000	45.00 225.00 180.00 90.00 45.00 215.00 225.00 45.00 1,035.00 1,72.50 2,430.00 45.00 45.00 45.00 45.00 1,540.00 180.00 180.00 180.00 125.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00 45.00	294.74

PAGE NUMBER: 43 acctpay1crm

SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
WALLACK SOMERS & HAAS PC WALLACK SOMERS & PC WALLACK SOMERS & HAAS PC W	410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798 410798	07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24	LEGAL FEES	902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000 902-4340000		45.00 2,385.00 90.00 45.00 1,080.00 630.00 45.00 45.00 45.00 45.00 45.00 1,485.00 45.00 1,485.00 45.00 1,485.00 45.00 180.00 1,935.00 4,230.00 180.00 90.00 90.00 90.00 270.00 810.00 135.00 45.00 90.00 270.00 810.00 135.00 45.00 90.00 270.00 810.00 135.00 45.00 90.00 27430.00 180.00 180.00 2,430.00 180.00 2,430.00 180.00 2,430.00 180.00 2,430.00	CHECK APIT
WALLACK SOMERS & HAAS PC WALLACK SOMERS & HAAS PC	410798 410798	07/25/24 07/25/24	LEGAL FEES LEGAL FEES	902-4340000 902-4340000		495.00 1,890.00	38.917.50
6AM CITY INC	410799	07/29/24	BRANDED CONTENT & ADS	1203-4346500	112457	1,250.00	1,250.00
ACUSHNET CO	410800	07/29/24	GOLF HARDGOODS	1207-4356007		453.66	453.66
AL WARREN OIL CO INC AL WARREN OIL CO INC AL WARREN OIL CO INC	410801 410801 410801	07/29/24 07/29/24 07/29/24	DIESEL FUEL DIESEL FUEL GASOLINE	2201-4231300 2201-4231300 2201-R4231400	110577	930.55 1,011.75 1,512.77	3.455.07
ALRO STEEL CORPORATION	410802	07/29/24	REPAIR PARTS	2201-4237000		492.15	492.15
AMERICAN STRUCTURE POINT, AMERICAN STRUCTURE POINT,	410803 410803	07/29/24 07/29/24	KEYSTONE MSE WALL REPAIRS 106TH/KEYSTONE DAMAGE	2201-4350900 2201-4350900	111183 111131	5,777.88 3,884.55	9.662.43
AMERI-TURF	410804	07/29/24	LANDSCAPING SUPPLIES	2201-4239034		552.00	2,0023

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 44 acctpay1crm

TIME: 10:15:52		,	ACCOUNTS PATABLE - VOIC	THEK KLGISTEK			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
ATTER DEVELOPMENT COMPA	410005	07/29/24	MEET ME ON MAIN	854-5023990	111349	900.00	552.00
ARTISTS DEVELOPMENT COMPA ARTISTS DEVELOPMENT COMPA			MEET ME ON MAIN	854-5023990	111349	500.00	900.00
ARTISTS DEVELOPMENT COMPA		,,	MEET ME ON MAIN	854-5023990	111349	800.00	500.00
ARTISTS DEVELOPMENT COMPA			BOOKING FEES	1203-4359003	111348	600.00	800.00
BEAVER GRAVEL	410809	, ,	BUILDING REPAIRS & MAINT	2201-4350100		500.00	600.00 500.00
BEC ENTERPRISES LLC	410810		REPAIR PARTS	2201-4237000		910.38	910.38
SEALMASTER INDIANAPOLIS	410811	07/29/24	ROBOTIC MAINT VEHICLE	2201-R4350202	110011	680.00	680.00
ANDRIS BERZINS	410812	07/29/24	CONSULTANT-SISTER CITY	1203-R4340401	109923	4,500.00	4,500.00
BO-MAR INDUSTRIES, INC.	410813	07/29/24	OTHER CONT SERVICES	2201-4350900		400.00	400.00
BREHOB NURSERY, INC BREHOB NURSERY, INC BREHOB NURSERY, INC BREHOB NURSERY, INC	410814 410814 410814 410814	07/29/24 07/29/24	LANDSCAPING SUPPLIES LANDSCAPING SUPPLIES LANDSCAPING SUPPLIES LANDSCAPING SUPPLIES	2201-4239034 2201-4239034 2201-4239034 2201-4239034		327.75 931.50 1,449.00 662.88	3,371.13
BRICKWORKS SUPPLY LLC	410815	07/29/24	BUILDING MATERIAL	2201-4235000		467.70	467.70
BROADY-CAMPBELL, INC BROADY-CAMPBELL, INC	410816 410816		OTHER CONT SERVICES OTHER CONT SERVICES	2201-4350900 2201-4350900		2,370.00 3,860.00	6.230.00
BROTHERS CONCRETE CONSTRU BROTHERS CONCRETE CONSTRU BROTHERS CONCRETE CONSTRU BROTHERS CONCRETE CONSTRU	410817 410817	07/29/24 07/29/24	OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES OTHER CONT SERVICES	2201-4350900 2201-4350900 2201-4350900 2201-4350900		2,002.50 2,955.00 2,970.00 4,210.00	12,137.50
CARMEL EDUCATION FOUNDATI		07/29/24	EVENT SPONSORSHIPS	1203-R4359003	110531	4,500.00	4,500.00
CARMEL TROPHIES PLUS LLC	410819	07/29/24	PRINTED MATERIALS	1192-R4230100	110638	19.00	19.00
CINTAS CORPORATION #18 CINTAS CORPORATION #18 CINTAS CORPORATION #18 CINTAS CORPORATION #18	410820 410820 410820 410820	07/29/24 07/29/24	BUILDING MATERIAL LAUNDRY SERVICE LAUNDRY SERVICE LAUNDRY SERVICE	1207-4235000 2201-4356501 2201-4356501 2201-4356501		173.13 85.65 606.54 246.83	1,112.15
CINTAS FIRE PROTECTION	410821	07/29/24	BUILDING REPAIRS & MAINT	1207-4350100		1,351.59	1,351.59
CINTAS FIRST AID & SAFETY	410822	07/29/24	SAFETY SUPPLIES	1207-4239012		254.79	254.79
CITIES DIGITAL INC	410823	07/29/24	4 CONSULTING	1115-4340400	111362	7,840.00	7,840.00
CLARK DIETZ, INC	410824	07/29/2	4 ASA2 SERVICES	211-R4350900	110495	12,881.00	12,881.00
COLLECTIVE PUBLISHING, LI COLLECTIVE PUBLISHING, LI	410825 410825	07/29/2 07/29/2	4 ADS CARMEL MONTHLY MAG 4 ADS CARMEL MONTHLY MAG	1203-4346500 1203-4346500	112458 112458	990.00 3,500.00	4,490.00
COMCATE SOFTWARE INC	410826	07/29/2	4 IMPLEMENT & ANNUAL FEE	1115-4355600	111439	42,346.50	42,346.50
CORE & MAIN	410827	07/29/2	4 EQUIPMENT REPAIRS & MAIN	Т 1115-4350000		1,486.00	1,486.00

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

CITY OF CARMEL

PAGE NUMBER:

acctpay1crm

45

4,472.05

TIME: 10:15:52 ACCOUNTS PAYABLE - VOUCHER REGISTER INVOICE AMT CHECK AMT KEY ORGAN-ACCOUNT P.O. VENDOR NAME CHECK NO DATE DESCRIPTION 07/29/24 OTHER CONT SERVICES 1206-4350900 2,658.00 CROSSROAD ENGINEERS, PC 410828 2,658.00 43.49 410829 07/29/24 LEGAL ADS-PUBLIC HEARINGS 1192-R4345500 R104518 CURRENT PUBLISHING 43.49 07/29/24 SOFTWARE MAINT CONTRACTS 1702-4351502 1.500.00 HAL ESPEY 410830 1,500.00 111242 1,750.00 FLAG & BANNER CO, INC 410831 07/29/24 FLAGS 2201-4239011 1,750.00 FLOCK SAFETY 410832 07/29/24 AMENDED AGREEMENT 1115-4355600 110687 238.35 FLOCK SAFETY 410832 07/29/24 SUBSCRIPTION SOFTWARE 1115-4355600 261.65 500.00 410833 07/29/24 PHONES -CRED OFFICE 1203-R4463100 110631 11.25 GIBSON TELDATA INC 1203-R4463100 106090 400.50 GIBSON TELDATA INC 410833 07/29/24 PHONES 411.75 1192-R4356003 R103386 14.67 410834 07/29/24 GRAINGER 14.67 445.33 410835 07/29/24 STREET SIGNS 2201-4239031 HALL SIGNS, INC. 445.33 112459 1,300.00 HAMILTON COUNTY MEDIA GRO 410836 07/29/24 ADS-WELCOME TO HAM CO 1203-4346500 1,300.00 2201-4239034 216.52 HARRINGTON INDUSTRIAL PLA 410837 07/29/24 LANDSCAPING SUPPLIES 216.52 2,650.00 07/29/24 BUILDING REPAIRS & MAINT 1205-4350100 HERITAGE PAINTING 410838 2,650.00 1203-4359003 112460 1,500.00 HOOSIER PORTABLE RESTROOM 410839 07/29/24 GAZEBO CONCERTS 1,500.00 410840 07/29/24 BUFFALO TURBINE 2201-4238000 111403 7,393.43 HUTSON INC 7,393.43 410841 07/29/24 OTHER RENTAL & LEASES 2201-4353099 160.80 INDIANA OXYGEN CO 160.80 410842 250.00 INDY TRANSLATIONS LLC 07/29/24 FESTIVAL/COMMUNITY EVENTS 1203-4359003 250.00 371.35 INSIGHT PUBLIC SECTOR, IN 410843 07/29/24 SMART/MEMORY MODULE 1115-4238000 111431 371.35 INTERSTATE BILLING SERVIC 410844 07/29/24 REPAIR PARTS 2201-4237000 680.00 680.00 IRVING MATERIALS INC 410845 07/29/24 CEMENT 2201-4236200 1,337.00 07/29/24 CEMENT IRVING MATERIALS INC 410845 2201-4236200 -189.33 1,147.67 410846 07/29/24 BUILDING REPAIRS & MAINT 2201-4350100 799.00 JAF PROPERTY SERVICES 799.00 JAMES H DREW CORPORATION 410847 07/29/24 REPAIRS 2201-4350900 111304 26,000.00 26,000.00 1203-4359003 112464 1.200.00 LIFE THROUGH JENNS EYES P 410848 07/29/24 CARMELFEST EVENT 1.200.00 483.92 KATALYST CORPORATION 410849 07/29/24 OTHER MAINT SUPPLIES 2201-4238900 483.92 410850 17.86 KENNEY OUTDOOR SOLUTIONS 07/29/24 EQUIPMENT REPAIRS & MAINT 1207-4350000 07/29/24 EQUIPMENT REPAIRS & MAINT 1207-4350000 162.54 KENNEY OUTDOOR SOLUTIONS 410850 KENNEY OUTDOOR SOLUTIONS 410850 07/29/24 EQUIPMENT REPAIRS & MAINT 1207-4350000 483.86 664.26 604.78 KIRBY RISK CORPORATION 410851 07/29/24 LANDSCAPING SUPPLIES 1206-4239034 604.78 JOSHUA KIRSH 410852 07/29/24 SPECIAL PROJECTS 1203-4359000 128.50 108074 JOSHUA KIRSH 410852 07/29/24 CMYC PROF SERVICES 1203-R4359000 1,573.50 1,702.00 LOCHMUELLER GROUP, INC. 410853 07/29/24 22-02 116TH ST & RIVER RD 202-R4340100 106732 4.472.05

46

PAGE NUMBER:

acctpay1crm

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

TIME: 10:15:52 CHECK AMT KEY ORGAN-ACCOUNT P.O. INVOICE AMT DATE DESCRIPTION VENDOR NAME CHECK NO 86.06 07/29/24 BUILDING REPAIRS & MAINT 1205-4350100 410854 LOWE'S COMPANIES INC 86.06 682.72 2201-4236100 MARTIN MARIETTA AGGREGATE 410855 07/29/24 SAND 682.72 4,000.00 1203-4359003 111427 07/29/24 CARMEL ON CANVAS 410856 MEG & ASSOCIATES LLC 4,000.00 1207-4350000 19.98 07/29/24 90822 410857 MENARDS, INC 07/29/24 91166 1207-4350000 9.78 410857 MENARDS, INC 29.76 759.15 2201-4236300 MILESTONE CONTRACTORS, L 410858 07/29/24 BITUMINOUS MATERIALS 571.66 07/29/24 BITUMINOUS MATERIALS 2201-4236300 410858 MILESTONE CONTRACTORS, L 203.49 2201-4237000 07/29/24 REPAIR PARTS MILESTONE CONTRACTORS, L 410858 197.19 2201-4236300 MILESTONE CONTRACTORS, L 410858 07/29/24 BITUMINOUS MATERIALS 1.731.49 69.98 2200-4230200 07/29/24 OFFICE SUPPLIES ODP BUSINESS SOLUTIONS LL 410859 52.06 2200-4230200 ODP BUSINESS SOLUTIONS LL 410859 07/29/24 OFFICE SUPPLIES 122.04 1201-4342100 365.00 410860 07/29/24 POSTAGE OFFICE DEPOT 189.98 1160-4230200 07/29/24 OFFICE SUPPLIES OFFICE DEPOT 410860 554.98 55.00 2200-4239099 410861 07/29/24 OTHER MISCELLANEOUS OFFICE H20 LLC 2200-4239099 55.00 410861 07/29/24 OTHER MISCELLANEOUS OFFICE H20 LLC 110.00 128.80 410862 07/29/24 REPAIR PARTS 2201-4237000 PEARSON FORD, INC 315.68 2201-4237000 07/29/24 REPAIR PARTS PEARSON FORD, INC 410862 317.16 07/29/24 REPAIR PARTS 2201-4237000 PEARSON FORD, INC 410862 315.68 07/29/24 ELECTRICITY 2201-4348000 410862 PEARSON FORD, INC 317.16 2201-4348000 410862 07/29/24 ELECTRICITY PEARSON FORD, INC 2201-4348000 470.61 PEARSON FORD, INC 410862 07/29/24 ELECTRICITY 2201-4237000 44.80 PEARSON FORD, INC 410862 07/29/24 REPAIR PARTS 1,909.89 279.87 410863 07/29/24 PROMOTIONAL PRINTING 1203-4345002 PIP 07/29/24 FESTIVAL/COMMUNITY EVENTS 1203-4359003 287.43 410863 PIP 07/29/24 STATIONARY & PRNTD MATERL 1203-4230100 83.62 410863 PIP 11.94 07/29/24 OVERVIEW BOOKLET 1203-R4345002 110600 410863 PIP 68.25 07/29/24 PROMOTIONAL PRINTING 1203-4345002 410863 PIP 07/29/24 FESTIVAL/COMMUNITY EVENTS 1203-4359003 22.12 410863 PIP 07/29/24 BREWS & BARRELS BROCH 1203-R4359003 110522 115.40 410863 PIP 87.44 07/29/24 PRINTING & SERVICES 1203-R4359003 109772 410863 PIP 956.07 34.30 1205-4350600 07/29/24 CLEANING SERVICES **PLYMATE** 410864 1205-4350600 255.32 07/29/24 CLEANING SERVICES **PLYMATE** 410864 289.62 1,729.50 2201-4232000 07/29/24 TIRES & TUBES POMP'S TIRE INDIANAPOLIS 410865 1.729.50 510.00 854-5023990 PRESTIGE PERFORMANCE II I 410866 07/29/24 OTHER EXPENSES 1203-R4359003 110650 2,707.20 PRESTIGE PERFORMANCE II I 410866 07/29/24 PROMO ITEMS-HOLIDAYS 3,217.20 111428 2,500.00 410867 07/29/24 TABLE SPONSORSHIP 1203-4359003 PREVAIL, INC 2,500.00 1203-4345002 112465 2,215.00 410868 07/29/24 SWIM CITY GLASSES PROMOTIONS PLUS INC 2,215,00 07/29/24 EQUIPMENT REPAIRS & MAINT 1207-4350000 1,061.85 410869 R & R PRODUCTS INC 1,061.85 1208-4350900 79,839.00 07/29/24 OTHER CONT SERVICES R F T REAL ESTATE SERVICE 410870 79,839.00 111414 2,045.24 2201-4235000 410871 07/29/24 SUPERSAND BOND READINGROCK 2,045.24

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER:

acctpay1crm

47

TIME: 10:15:52 INVOICE AMT CHECK AMT KEY ORGAN-ACCOUNT P.O. DATE DESCRIPTION CHECK NO VENDOR NAME 2201-4350900 175.00 07/29/24 OTHER CONT SERVICES 410872 SCAT PEST CONTROL INC. 175.00 2201-4350900 SCAT PEST CONTROL INC. 410872 07/29/24 OTHER CONT SERVICES 350.00 1,118.50 2201-4236400 410873 07/29/24 PAINT SHERWIN WILLIAMS INC 1,118.50 780.80 07/29/24 GROUNDS MAINTENANCE 1207-4350400 111065 SITEONE LANDSCAPE SUPPLY, 410874 97.50 SITEONE LANDSCAPE SUPPLY, 410874 07/29/24 GROUNDS MAINTENANCE 1207-4350400 111065 878.30 1,956.00 2201-4238900 111432 07/29/24 MAINT SUPPLIES STORAGE SOLUTIONS, INC 410875 1,956.00 1203-R4346500 110476 1,995.00 07/29/24 PLEIN AIR MAGAZINE STREAMLINE PUBLISHING, IN 410876 1,995.00 111366 108.15 1203-4359003 07/29/24 CARMELFEST RENTALS 410877 SUNBELT RENTALS 65.94 07/29/24 OIL 2201-4231500 SUNBELT RENTALS 410877 174.09 854-R4359024 110151 340.00 07/29/24 MOVIE LICENSING-MIDTOWN SWANK MOTION PICTURES INC 410878 340.00 07/29/24 MOVIE LICENSING-MIDTOWN 854-R4359024 110151 SWANK MOTION PICTURES INC 410878 340.00 07/29/24 MOVIE LICENSING-MIDTOWN 110151 854-R4359024 SWANK MOTION PICTURES INC 410878 1,020.00 1205-4238900 1.025.36 410879 07/29/24 OTHER MAINT SUPPLIES UNITED LABORATORIES INC 2201-4232100 617.21 07/29/24 GARAGE & MOTOR SUPPIES UNITED LABORATORIES INC 410879 1.642.57 596.75 07/29/24 AUTO REPAIR & MAINTENANCE 2201-4351000 VERMEER OF INDIANA INC 410880 596.75 2201-4237000 436.48 410881 07/29/24 REPAIR PARTS W A JONES TRUCK BODIES & 436.48 13.45 110636 1192-R4235000 410882 07/29/24 MISC ITEMS-FORESTRY WHITE'S ACE HARDWARE 13.45 1,007.29 60011 07/30/24 CLEANING SUPPLIES 1125-4238900 ACE-PAK PRODUCTS INC 410883 1.157.15 07/30/24 CLEANING SUPPLIES 1125-4238900 59995 ACE-PAK PRODUCTS INC 410883 158.94 07/30/24 OTHER MAINT SUPPLIES 1093-4238900 410883 ACE-PAK PRODUCTS INC 2,323.38 1,476.00 1082-4343007 ADRENALINE INDOOR ADVENTU 410884 07/30/24 FIELD TRIPS 07/30/24 FIELD TRIPS 1082-4343007 936.00 ADRENALINE INDOOR ADVENTU 410884 2,412.00 1125-4238900 327.88 07/30/24 OTHER MAINT SUPPLIES 410885 AMAZON CAPITAL SERVICES 199.00 1125-4239000 07/30/24 MISCELLANEOUS SUPPLIES AMAZON CAPITAL SERVICES 410885 225.54 07/30/24 RETAIL GOODS 1092-4239045 AMAZON CAPITAL SERVICES 410885 1092-4239039 75.94 07/30/24 GENERAL PROGRAM SUPPLIES 410885 AMAZON CAPITAL SERVICES 1092-4239045 231.48 410885 07/30/24 RETAIL GOODS AMAZON CAPITAL SERVICES 1092-4239039 51.63 07/30/24 GENERAL PROGRAM SUPPLIES AMAZON CAPITAL SERVICES 410885 12.02 07/30/24 SAFETY SUPPLIES 1094-4239012 AMAZON CAPITAL SERVICES 410885 07/30/24 SMALL TOOLS & MINOR EQUIP 1095-4238000 188.48 AMAZON CAPITAL SERVICES 410885 159.07 1096-4239039 07/30/24 GENERAL PROGRAM SUPPLIES 410885 AMAZON CAPITAL SERVICES 1092-4239039 07/30/24 GENERAL PROGRAM SUPPLIES -379.00 AMAZON CAPITAL SERVICES 410885 115.96 07/30/24 OTHER MISCELLANEOUS 1081-4239099 AMAZON CAPITAL SERVICES 410885 71.20 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 AMAZON CAPITAL SERVICES 410885 454.89 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 AMAZON CAPITAL SERVICES 410885 173.15 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 AMAZON CAPITAL SERVICES 410885 1082-4239039 1082-4239039 07/30/24 GENERAL PROGRAM SUPPLIES 51.76 AMAZON CAPITAL SERVICES 410885 07/30/24 GENERAL PROGRAM SUPPLIES 149.81 410885 AMAZON CAPITAL SERVICES 1082-4239039 302.80 AMAZON CAPITAL SERVICES 410885 07/30/24 GENERAL PROGRAM SUPPLIES 07/30/24 GENERAL PROGRAM SUPPLIES 869.23 1082-4239039 AMAZON CAPITAL SERVICES 410885 186.41 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 AMAZON CAPITAL SERVICES 410885 131.89 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 410885 AMAZON CAPITAL SERVICES 27.00 07/30/24 OTHER MISCELLANEOUS 1082-4239099 410885 AMAZON CAPITAL SERVICES 3,626.14 07/30/24 GENERAL PROGRAM SUPPLIES 1092-4239039 1,194.00 410886 ALPHA CARD

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 48 acctpay1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU	CHER REGISTER			
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
BRAINSTORM PRINT	410887	07/30/24	PRINTING (NOT OFFICE SUP)	1092-4345000		715.00	1,194.00 715.00
BUDDENBAUM & MOORE, LLC BUDDENBAUM & MOORE, LLC	410888 410888		OTHER MAINT SUPPLIES INLOW SPALSH PAD	1094-4238900 1125-4237000	60001	11,469.84 318.69	
JUMPBUNCH	410889	07/30/24	ADULT CONTRACTORS	1082-4340800		150.00	11,788.53 150.00
CAPITAL ONE COMMERCIAL	410890 410890 410890 410890 410890 410890	07/30/24 07/30/24 07/30/24 07/30/24	OTHER MAINT SUPPLIES OTHER MAINT SUPPLIES GARAGE & MOTOR SUPPIES BUILDING MATERIAL REPAIR PARTS OTHER MAINT SUPPLIES	1093-4238900 1094-4238900 1125-4232100 1125-4235000 1125-4237000 1125-4238900		101.42 7.99 68.89 258.63 153.23 11.85	602.01
CARMEL UTILITIES	410891 410891 410891 410891 410891 410891 410891	07/30/24 07/30/24 07/30/24 07/30/24 07/30/24	WATER & SEWER	1125-4348500 1125-4348500 110-4348500 1125-4348500 1125-4348500 1125-4348500 110-4348500		581.46 289.49 26,412.02 89.47 6.40 823.07 297.76	28,499.67
CHARDON LABORATORIES INC	410892 410892		OTHER CONT SERVICES BUILDING REPAIRS & MAINT	110-4350900 1093-4350100		275.00 275.00	28,499.67
CHILDREN'S MUSEUM OF INDI CHILDREN'S MUSEUM OF INDI		07/30/24	FIELD TRIPS FIELD TRIPS	1082-4343007 1082-4343007		702.50 1,469.00	550.00
AVANT GARDE LIMOS COACH &	410894	07/30/24	BUS TRIPS	1082-4343006		40,472.25	2,171.50
CULLIGAN OF INDIANAPOLIS	410895	07/30/24	OTHER MAINT SUPPLIES	1093-4238900		456.75	40,472.25
DUKE ENERGY DUKE ENERGY DUKE ENERGY DUKE ENERGY DUKE ENERGY	410896 410896 410896 410896 410896	07/30/24 07/30/24 07/30/24	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	1125-4348000 1125-4348000 110-4348000 1125-4348000 1125-4348000		44.30 20.76 68.69 175.10 480.00	456.75
ELLIS MECHANICAL & ELECTR ELLIS MECHANICAL & ELECTR ELLIS MECHANICAL & ELECTR ELLIS MECHANICAL & ELECTR	410897 410897	07/30/24 07/30/24	OTHER CONT SERVICES BUILDING REPAIRS & MAINT BUILDING REPAIRS & MAINT MIDTOWN SPLASH PAD	1093-4350900 1093-4350100 1093-4350100 1125-4350000	60007	4,024.55 455.99 391.25 540.00	788.85
FRANCISCO JAVIER CONTRERA	410898	07/30/24	SECURITY SERVICES	1091-4341992		480.00	5,411.79
FRIENDS OF CENTRAL POOL I	410899	07/30/24	FIELD TRIPS	1082-4343007		264.00	480.00
GRAINGER	410900	07/30/24	CLEANING SUPPLIES	1125-4238900	59973	164.07	264.00
GRAYBAR ELECTRIC CO, INC	410901	07/30/24	REPAIR PARTS	1093-4237000		2,492.98	164.07 2,492.98
ISAIAH HERNANDEZ ISAIAH HERNANDEZ	410902 410902		TRAVEL FEES & EXPENSES TRAVEL FEES & EXPENSES	1081-4343000 1082-4343000		46.90 51.59	98.49
ALYSSA HOLSTEN	410903	07/30/24	TRAVEL FEES & EXPENSES	1082-4343000		135.01	135.01
INDIANAPOLIS ZOOLOGICAL S	410904	07/30/24	FIELD TRIPS	1082-4343007		1,922.50	10.01

SUNGARD PENTAMATION, INC. DATE: 07/30/2024 TIME: 10:15:52 PAGE NUMBER: 49 acctpay1crm CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT	CHECK AMT
INDIANAPOLIS ZOOLOGICAL S	410904	07/30/24	FIELD TRIPS	1082-4343007	1,476.00	2 200 50
INDY ANNAS CATERING	410905	07/30/24	SPECIAL PROJECTS	1125-4359000	92.70	3,398.50
BEST ONE OF INDY	410906	07/30/24	EQUIPMENT REPAIRS & MAINT	1093-4350000	638.00	92.70
INVIGORATEHR, LLC INVIGORATEHR, LLC INVIGORATEHR, LLC	410907 410907 410907	07/30/24	EXTERNAL INSTRUCT FEES EXTERNAL INSTRUCT FEES EXTERNAL INSTRUCT FEES	1091-4357004 1081-4357004 1125-4357004	91.00 182.00 182.00	638.00
JEFFREY ALLEN KERNS	410908	07/30/24	SECURITY SERVICES	1091-4341992	480.00	455.00
MICHAEL KLITZING MICHAEL KLITZING	410909 410909	07/30/24 07/30/24	CELLULAR PHONE FEES TRAVEL FEES & EXPENSES	1125-4344100 1125-4343000	250.00 477.96	480.00
KROGER CO	410910 410910 410910 410910 410910 410910 410910 410910 410910 410910	07/30/24 07/30/24 07/30/24 07/30/24 07/30/24 07/30/24 07/30/24 07/30/24	OFFICE SUPPLIES GENERAL PROGRAM SUPPLIES OTHER MISCELLANEOUS GENERAL PROGRAM SUPPLIES	1125-4230200 1081-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1082-4239039 1096-4239039 1096-4239039	23.96 17.97 351.32 505.06 226.44 188.79 180.52 68.28 58.78 28.20	727.96
MARCEL ANDRES LAZDINS	410911	07/30/24	GENERAL PROGRAM SUPPLIES	1081-4239039	50.00	1,649.32
SUB ZERO NITROGEN ICE CRE SUB ZERO NITROGEN ICE CRE		07/30/24 07/30/24	GENERAL PROGRAM SUPPLIES GENERAL PROGRAM SUPPLIES	1082-4239039 1082-4239039	360.00 438.00	50.00
KIRK LUTTRELL KIRK LUTTRELL	410913 410913		PRINTING (NOT OFFICE SUP) PRINTING (NOT OFFICE SUP)		2,125.00 2,530.00	798.00
SAM MCLAREN	410914	07/30/24	TRAVEL FEES & EXPENSES	1082-4343000	48.51	4,655.00
NATIONAL RECREATION & PAR	410915	07/30/24	ORGANIZATION & MEMBER DUE	1125-4355300	70.00	48.51
OCCUPATIONAL HEALTH CENTE	410916	07/30/24	MEDICAL FEES	1091-4340700	310.00	70.00
PANERA BREAD	410917	07/30/24	GENERAL PROGRAM SUPPLIES	1091-4239039	189.85	310.00 189.85
POTTERY BY YOU POTTERY BY YOU POTTERY BY YOU POTTERY BY YOU	410918 410918 410918 410918	07/30/24 07/30/24	FIELD TRIPS FIELD TRIPS FIELD TRIPS FIELD TRIPS	1082-4343007 1082-4343007 1082-4343007 1082-4343007	570.00 980.00 2,288.00 1,235.00	
REPUBLIC WASTE SERVICES O REPUBLIC WASTE SERVICES O REPUBLIC WASTE SERVICES O REPUBLIC WASTE SERVICES O REPUBLIC WASTE SERVICES O	410919 410919 410919	07/30/24 07/30/24 07/30/24	TRASH COLLECTION TRASH COLLECTION TRASH COLLECTION TRASH COLLECTION TRASH COLLECTION	1125-4350101 1125-4350101 110-4350101 110-4350101 1093-4350101	517.11 476.77 261.12 158.43 1,348.79	5,073.00
MELLOW MUSHROOM PIZZA BAK	410920	07/30/24	GENERAL PROGRAM SUPPLIES	1082-4239039	122.91	2,762.22
AIMEE RICH	410921	07/30/24	TRAVEL FEES & EXPENSES	1081-4343000	217.29	122.91
ROOTS' SCHOOL OF THEATRE	410922	07/30/24	FIELD TRIPS	1082-4343007	350.00	217.29

SUNGARD PENTAMATION, INC. DATE: 07/30/2024

TIME: 10:15:52

CITY OF CARMEL ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER:

acctpay1crm

INVOICE AMT CHECK AMT KEY ORGAN-ACCOUNT P.O. VENDOR NAME CHECK NO DATE DESCRIPTION 350.00 5,075.00 07/30/24 MONON BLVD SPRAY PLAZA 1125-R4340400 58532 RUNDELL ERNSTBERGER ASSOC 410923 6,280.00 103-4460703 58532 RUNDELL ERNSTBERGER ASSOC 410923 07/30/24 MONON BLVD SPRAY PLAZA 11,355.00 83.70 S & S CRAFTS WORLDWIDE IN 410924 07/30/24 GENERAL PROGRAM SUPPLIES 1081-4239039 07/30/24 GENERAL PROGRAM SUPPLIES 110.92 S & S CRAFTS WORLDWIDE IN 410924 1081-4239039 32.90 07/30/24 GENERAL PROGRAM SUPPLIES 1082-4239039 S & S CRAFTS WORLDWIDE IN 410924 07/30/24 GENERAL PROGRAM SUPPLIES 1081-4239039 115.57 S & S CRAFTS WORLDWIDE IN 410924 343.09 1125-4235000 113.27 07/30/24 BUILDING MATERIAL SHERWIN WILLIAMS INC 410925 113.27 1091-4230200 53.18 STAPLES BUSINESS ADVANTAG 410926 07/30/24 OFFICE SUPPLIES 1125-4230200 36.78 07/30/24 OFFICE SUPPLIES STAPLES BUSINESS ADVANTAG 410926 120.73 07/30/24 GENERAL PROGRAM SUPPLIES 1081-4239039 STAPLES BUSINESS ADVANTAG 410926 210.69 1095-4239040 4,311.39 410927 07/30/24 FOOD & BEVERAGES SYSCO FOOD SERVICES 07/30/24 FOOD & BEVERAGES 1095-4239040 3,844.75 SYSCO FOOD SERVICES 410927 410927 07/30/24 FOOD & BEVERAGES 1095-4239040 2,670.30 SYSCO FOOD SERVICES 10,826.44 7,107.00 07/30/24 BUILDING REPAIRS & MAINT 1093-4350100 410928 TOADVINE ENTERPRISES 7,107.00 1082-4343007 780.00 ULTIMATE NINJAS INDIANAPO 410929 07/30/24 FIELD TRIPS 07/30/24 FIELD TRIPS 1082-4343007 1,035.00 ULTIMATE NINJAS INDIANAPO 410929 1082-4343007 1,245.00 ULTIMATE NINJAS INDIANAPO 410929 07/30/24 FIELD TRIPS 3.060.00 1,534.99 07/30/24 STEAM TEAM SUMMER 1082-4343007 URBAN AIR ADVENTURE PARK 410930 1082-4343007 1,714.99 URBAN AIR ADVENTURE PARK 410930 07/30/24 UNDER THE SUN 3,249.98 65.66 410931 07/30/24 TRAVEL FEES & EXPENSES 1082-4343000 ALLISON WERICH 144.05 410931 07/30/24 TRAVEL FEES & EXPENSES 1082-4343000 ALLISON WERICH 209.71 845.00 1082-4343007 ROYAL PIN WOOD 410932 07/30/24 FIELD TRIPS 845.00 443.00 410933 07/30/24 GENERAL PROGRAM SUPPLIES 1092-4239039 WRISTBAND RESOURCES 443.00 2,510.10 410934 07/30/24 OTHER MAINT SUPPLIES 1096-4238900 ZOGICS LLC 2,510.10 202-R4350900 R104793 1,017.50 07/30/24 ASA-5 INSPECTION SERV AMERICAN STRUCTURE POINT, 410935 1,017.50 112472 3.750.00 1203-4341999 410936 07/30/24 SOCIAL CONTENT CALENDAR FIRESTARTER LLC 3,750.00 1.027.80 07/30/24 BUILDING REPAIRS & MAINT 1205-4350100 410937 EXOTIC ERA STONE LLC 1,027.80 1,500.00 07/30/24 EQUIPMENT REPAIRS & MAINT 1205-4350000 HOOSIER PORTABLE RESTROOM 410938 1.500.00 36.00 R102394 07/30/24 1192-R4343003 INTERNATIONAL CODE COUNCI 410939 36.00 34.64 1115-4237000 MENARDS, INC 410940 07/30/24 91438 34.64 98.46 1702-4230200 410941 07/30/24 OFFICE SUPPLIES OFFICE DEPOT 29.90 07/30/24 OFFICE SUPPLIES 410941 1192-4230200 OFFICE DEPOT 128.36 38.58 410942 07/30/24 OTHER MISCELLANEOUS 1115-4239099 OFFICE DEPOT INC 410942 07/30/24 OFFICE SUPPLIES 1115-4230200 29.06 OFFICE DEPOT INC 67.64 12.927.94 R E I REAL ESTATE SERVICE 410943 07/30/24 OTHER CONT SERVICES 1208-4350900 12,927,94 1115-4237000 14.32 07/30/24 29809742 WHITE'S ACE HARDWARE 410944

SUNGARD PENTAMATION, INC.

CITY OF CARMEL

DATE: 07/30/2024

PAGE NUMBER: 51 acctpav1crm

TIME: 10:15:52			ACCOUNTS PAYABLE - VOU			•	accepayieriii
VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT	P.O.	INVOICE AMT	CHECK AMT
		07/00/04		102 4462000	50260	6 750 00	14.32
CROSSROAD ENGINEERS, PC	410587	07/23/24	CENTRAL PARK BOARDWALK	103-4462000	59268	6,750.00	6,750.00
SJCA ENGINEERS & SURVEYOR	410613	07/23/24	WHITE RIVER GREENWAY N	103-R4460715	58269	714.70	714.70
INSITUFORM TECHNOLOGIES U	410014	07/11/24	OTHER EXPENSES	654-5023990		28,300.90	
THIENEMAN CONSTRUCTION IN	410040	07/11/24	OTHER EXPENSES	654-5023990		262,842.00	28,300.90
			OTHER EXPENSES	654-5023990		1,700.00	262,842.00
YOUNG & SONS ASPHALT PAVI						•	1,700.00
MERRELL BROS INC	410416	07/17/24	OTHER EXPENSES	654-5023990		26,382.74	26,382.74
THIENEMAN CONSTRUCTION IN	410443	07/17/24	OTHER EXPENSES	654-5023990		286,242.00	286,242.00
EAN SERVICES, LLC EAN SERVICES, LLC EAN SERVICES, LLC EAN SERVICES, LLC	410381 410381 410381 410381	07/17/24 07/17/24	AUTOMOBILE LEASE AUTOMOBILE LEASE AUTOMOBILE LEASE AUTOMOBILE LEASE	911-4352600 911-4352600 911-4352600 911-4352600		1,024.39 500.00 800.00 1,300.00	·
VERIZON	410458	07/17/24	TELEPHONE LINE CHARGES	911-4344000		120.06	3,624.39
							120.06
				TOTAL HAND WRITTE	N CHECKS	-6,	884.03

TOTAL COMPUTER-WRITTEN CHECKS

4,672,120.87

TOTAL WRITTEN CHECKS

4,665,236.84

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.

CFO / CONTROLLER

WE HAVE EXAMINED THE CLAIMS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 51 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE ALLOWED IN THE TOTAL

COUNCIL PRESIDENT	 	

CITY OF CARMEL
ACCOUNTS PAYABLE - VOUCHER REGISTER

PAGE NUMBER: 52 acctpay1crm

CHECK AMT

VENDOR NAME	CHECK NO	DATE	DESCRIPTION	KEY ORGAN-ACCOUNT P.O.	INVOICE AMT
			-	41-31-31-31-31-31-31-31-31-31-31-31-31-31	
ATTEST:					
CITY CLERK					

CITY COUNCIL AUGUST 2024 REPORT

REPORTING ON JUNE 2024 FINANCES JULY 2024 ACTIVITIES



STRATEGIC HIGHLIGHTS

- Construction progressing on the following projects:
 - o The Signature
 - o First on Main
 - Magnolia
 - o The Muse (The Corner)
 - o The Wren
 - o The Windsor
 - o Republic Airways (Hamilton Crossing)
 - o Proscenium II
 - o North End
 - o The LOR/1933 Lounge Project
 - o Lexington & Main Roundabout Art
 - o AT&T Site

FINANCIAL SNAPSHOT

June Beginning Balance	\$ 7,265,681
June Revenues	\$ 19,278,079
June Transfers	\$ (1,269,994)
June Expenditures	\$ 16,706,126
June ending Balance Without Reserve Funds	\$ 8,567,639
Supplemental Reserve Fund	
	\$ 4,951,733
City Center Bond Reserve	\$ 444,551
Midtown Bond Reserve	\$ 878,059
Midtown West Bond Reserve	\$ 704,886
Urban Parks Fund	\$ 1,791,775
June Balance With Reserve Funds	\$ 17,338,643

FINANCIAL STATEMENT

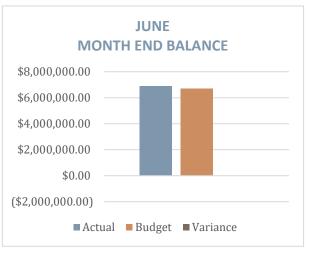
Financial Statement

JUNE MONTH-END FINANCIAL BALANCE

Ending Balance without Restricted Funds	\$ 8,567,639
Ending Balance with Restricted Funds	\$ 17,338,643

SUMMARY OF CASH

For the Month Ending June 2024



		MONTHLY	
DESCRIPTION	ACTUAL	PROJECTION	VARIANCE
Cash Balance 6/1/24			
1101 Cash	\$ 5,545,514.46	\$ 5,545,514.46	-
1110 TIF	\$ 1,720,166.10	\$ 1,720,166.10	-
Total Cash	\$ 7,265,680.56	\$ 7,265,680.56	-
Receipts			
1101 Cash	\$ 615,027.29	\$ 630,189.40	\$ (15,162.11)
1110 TIF	\$ 21,860,805.47	\$ 21,860,805.47	\$ -
Developer Payments	\$ (3,197,754.01)	\$ (3,197,754.01)	\$ -
Transfers to Reserves (TIF)	\$ (461,985.30)	\$ (461,985.30)	\$ -
Transfers to Reserves (non-TIF)	\$ (134,121.84)	\$ (137,021.26)	\$ 2,899.42
Transfer to SRF	\$ (673,886.78)	\$ (673,886.78)	\$ -
Total Receipts	\$ 18,008,084.83	\$ 18,020,347.52	\$ (12,262.69)
Disbursements			
1101 Cash	\$ 433,165.08	\$ 443,496.77	\$ 10,331.69
1110 TIF	\$ 16,272,960.91	\$ 16,272,960.91	\$ -
Total Disbursements	\$ 16,706,125.99	\$ 16,716,457.68	\$ 10,331.69
1101 Cash	\$ 5,593,254.83	\$ 5,595,185.83	\$ (1,931.00)
1110 TIF	\$ 2,974,384.57	\$ 2,974,384.57	\$ _
Cash Balance 6/30/24	\$ 8,567,639.40	\$ 8,569,570.40	\$ (1,931.00)
Total Usable Funds	\$ 8,567,639.40	\$ 8,569,570.40	\$ (1,931.00)

FINANCIAL STATEMENT

FUND BALANCES AND OUTSTANDING RECEIVABLES

As of month-end June 2024

		ICI			

Supplemental Reserve Fund	\$	4,951,733
City Center Bond Reserve	\$	444,551
Midtown Bond Reserve	\$	878,059
Midtown West Bond Reserve	\$	704,886
Urban Parks Fund	\$	1,791,775
Sub-total:	\$	8,771,004
UNRESTRICTED FUNDS		
TIF	\$	2,974,385
Non TIF	\$	5,593,255
Sub-total:	<u>\$</u>	8,567,639
Total Funds	<u>\$</u>	17,338,643

OUTSTANDING RECEIVABLES

N/A	<u> </u>	<u> </u>
TOTAL OUTSTANDING RECEIVABLES	9	-

STATEMENT OF CHANGES IN EQUITY

MONTH END: JUNE 2024

DESCRIPTION	REVENUE	EXPENSES
Total Receipts (TIF)	\$ 17,527,179	
Total Receipts (Non-TIF)	\$ 480,905	
Expenditures (TIF)		\$ 16,272,961
Expenditures (Non-TIF)		\$ 433,165

FINANCIAL UPDATE

Financial Update

TIF REVENUE AND DEBT

Estimated 2024 TIF revenue and PIATT payments available for CRC use is \$33,636,213.

Month Payment June 2024 \$16,550,975 December 2024 \$16,549,798 \$40,000,000 \$30,000,000 \$20,000,000 \$10,000,000 \$ TIF Revenue Debt Service

Project Updates

CITY CENTER

Developer Partner: Pedcor Companies

Allocation Area: City Center

Use: Mixed-Use

Project Summary: Mixed Use development, multiple buildings

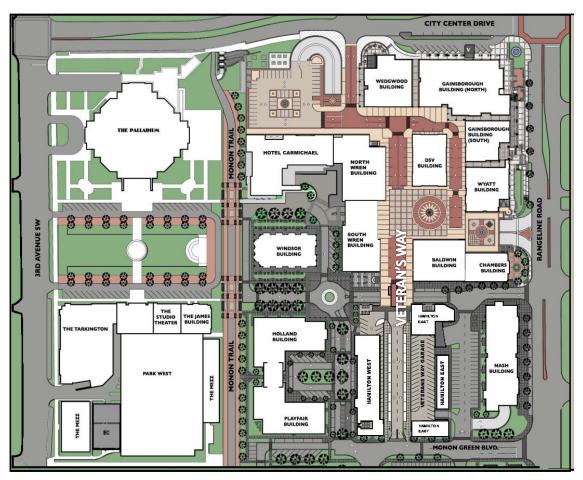


Figure 1 City Center Master Plan, provided by Pedcor City Center Development Company

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
Veterans Way Garage	A five-story parking structure with 735 parking spaces	Completed in May 2017
	Open to the public on 9/22/17	Contract Amt. \$13,954,68 3

A four-story building,



Of approximately
64,000 square feet,
which will include
luxury apartments and
commercial retail/
office space.

Approx. 26
Apartments

Hagerman is the
contractor.

Completed in June 2018



Pedcor Office 5

Baldwin/

A two-story building, of approximately 20,000 square feet, which will include office space.

Start: Fall 2015 Completed Q4 2017 Tenants have moved into the new building

Kent

A three-story building, of approximately 111,000 square feet of luxury apartments.

Site drawings were approved by the CRC Architectural Committee.

Start: Summer 2018

Complete: June 2021

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



Hamilton (Park East commerci al/reside ntial buildings 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

Start: Summer 2018 Hamilton East - Construction commenced: Summer 2018, completed Summer 2019

Hamilton West – Construction commenced: Summer 2020, currently under construction

Playfair and Holland

A five-story building, of approximately 178,000 square feet, which will include 112 luxury apartments and commercial retail/office space.

Start: September 2019

Complete: Spring 2022

Approx. 112 Apartment s



Windsor

A four-story building, of approximately 64,000 square feet.

Start: Summer 2022

Complete: May/June 2024



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

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.





PROSCENIUM

- 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
- 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

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.





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.

Rendering

8)Council and/or CRC Action Items

ACTION ITEM CITY COUNCIL CRC







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

ACTION ITEM CITY COUNCIL CRC







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.

CRC

8)Council and/or CRC Action Items

ACTION ITEM CITY COUNCIL





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





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





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

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





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

7) CRC Commitments

No commitments by the CRC have been made.





AT&T SITE

- 1) Developer Partner(s): Buckingham Companies, Third Street Ventures, Pure Development, and Merchants Banks
- 2) Economic Development Area: 3rd Ave ATT
- 3) Project Summary: Mixed-use development
 - i. 443 parking spaces
 - ii. 244-unit multi-family building; 2 single family homes
 - iii. Approx. 80,000 SF of corporate headquarters; 37,000 SF boutique headquarters
 - iv. Approx. Total project budget: \$133,000,000
- 4) Anticipated Project Schedule

Design Start	2022
Construction Start	2024
Construction Complete	December 2025

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

ACTION ITEM CITY COUNCIL CRC

7) CRC Commitments

No commitments by the CRC have been made.

Respectfully submitted,

Henry Mestetsky Executive Director

Carmel Redevelopment Commission/Department July 26, 2024

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

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:

<u>Section 1.</u> The foregoing Recitals are fully incorporated herein by this reference.

<u>Section 2.</u> 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."

- <u>Section 3</u>. 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.
- <u>Section 5</u>. 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.
- <u>Section 6</u>. 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

7 Page One of Two

SPONSOR(s): Councilors Aasen, Hannon, Rider and Worrell

	NCIL FOR THE CITY OF CARMEL
Anthony Green	Adam Aasen
Jeff Worrell	Teresa Ayers
Shannon Minnaar	Ryan Locke
Matthew Taylor	Rich Taylor
Anita Joshi	_
ATTEST:	
I and Online Clade	
Jacob Quinn, Clerk	
	e City of Carmel, Indiana this day of M.
Presented by me to the Mayor of the	
Presented by me to the Mayor of the	Jacob Quinn, Clerk of Carmel, Indiana, this day

93

ORDINANCE NO. D-2716-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, AMENDING CHAPTER 5, ARTICLE 1, SECTION 5-3(b)(2) OF THE CARMEL CITY CODE.

Synopsis: Ordinance amending alcohol prohibition on certain sections of the Monon Greenway.

WHEREAS, the City has previously prohibited containers of alcohol or beverages containing alcohol on or along the Monon Greenway; and

WHEREAS, on ______, 2024 the Common Council passed an ordinance (the "DORA Ordinance") establishing a Central Designated Outdoor Refreshment Area (the "Central DORA") that encompasses a section of the Monon Greenway as depicted in the attached Central DORA Map; and

WHEREAS, individuals of twenty-one (21) years of age and older may consume alcoholic beverages within the Central DORA pursuant and subject to the DORA Ordinance's regulations; and

WHEREAS, pursuant to Indiana Code § 7.1-3-31, the Common Council may establish up to seven (7) Designated Outdoor Refreshment Areas; and

WHEREAS, the Common Council of the City of Carmel, Indiana, now finds that it is in the interests of the public to amend alcohol prohibition on sections of the Monon Greenway that pass through any Designated Outdoor Refreshment Areas.

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

<u>Section 1.</u> The foregoing Recitals are fully incorporated herein by this reference.

<u>Section 2.</u> The following subsection of Carmel City Code Section 5-3(b) is hereby amended and shall read as follows:

"(2) *Use of alcohol*. Containers of alcohol or beverages containing alcohol are strictly prohibited in, on or along the Monon Greenway for any reason, except for the Monon Greenway sections that pass through any Designated Outdoor Refreshment Areas, and any alcohol consumption in such sections is subject to the appliable Designated Outdoor Refreshment Area ordinance."

<u>Section 3.</u> The remaining provisions of Carmel City Code Sections 5-3 are not affected by this Ordinance and shall remain in full force and effect.

Ordinance D-2716-24

Page One of Three

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

Section 5. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

<u>Section 6</u>. 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.

[remainder of page intentionally left blank]

Ordinance D-2716-24 Page Two of Three

	Council of the City of Carmel, Indiana, this day of _
024, by a vote of ayes and _	nays.
COMMO	N COUNCIL FOR THE CITY OF CARMEL
	
Anthony Green, President	Adam Aasen, Vice-President
Jeff Worrell	Teresa Ayers
Jen Wonen	Telesa Ayeis
Anita Joshi	Shannon Minnaar
Ryan Locke	Matt Snyder
Rich Taylor	
XICH Taylor	
ATTEST:	
facob Quinn, Clerk	
Duagantad by ma to the Mayr	an of the City of Commel Indiana this day of
2024, at	or of the City of Carmel, Indiana thisday of
	Jacob Quinn, Clerk
	of Carmel, Indiana, this day of
2024, at	
	Sue Finkam, Mayor
	Suc I likulii, Mayol
ATTEST:	
	_
Jacob Quinn, Clerk	
Ordinance No. D-2716-24	

8 9 10

11 12

13 14 15

16

> 21 22

27 28 29

30 31 32

> 33 34 35

> > 36 37 38

39 40 41

43 44 45

42

46

47

Ordinance D-2718-24

48 Page One of Five 49

ORDINANCE NO. D-2718-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA

Synopsis: Ordinance establishes a designated outdoor refreshment area in the City's central core pursuant to Indiana Code § 7.1-3-31.

- WHEREAS, the City of Carmel (the "City"), pursuant to Indiana Code § 7.1-3-31 et seq., may establish a designated outdoor refreshment area ("DORA"); and
- WHEREAS, the City has a vibrant central core with many entertainment venues, restaurants, public walkways, squares, and green spaces; and
- WHEREAS, the City's central core hosts over one hundred public events and festivals each year that attract millions of visitors from around the country, and has long become an engine for economic growth for the entire City; and
- WHEREAS, the City wishes to continue its support for central core's vitality and encourage its growth and prosperity, while ensuring the DORA is administered in an orderly, safe, and inviting fashion in accordance with state and City laws, rules, and regulations; and
- WHEREAS, the City analysed the location of the proposed DORA and determined it to be consistent with the economic development pattern for the area, Carmel's Comprehensive Plan, and Unified Development Ordinance (the "UDO"); and
- WHEREAS, the City believes it is in the best interests of its residents to establish a DORA in the City's central core, which area is shown on the Central DORA Map, included in this Ordinance.
- 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. Definitions. All definitions in Ind. Code 7.1-3-31 et seq., as amended, and any applicable definitions of the UDO shall apply to this Ordinance.
- Section 3. Establishment of DORA. The Common Council established a DORA to be known as the "Central DORA" pursuant to Ind. Code 7.1-3-31 et seq., and consistent with all applicable state and local laws, rules, and regulations.
- Section 4. Map and Boundaries. The Central DORA shall comprise the area identified and depicted in the Central DORA map, which is attached hereto as Exhibit A, with boundaries described in the attached Exhibit B. Exhibits are fully incorporated herein by this reference and may be amended from time to time.

<u>Section 5</u>. Signage. The Common Council hereby adopts the following signage requirements for the Central DORA:

(1) The Common Council hereby delegates the duty to design the form and logo of the Central DORA signage, and distribute said signs to the Designated Permittees and Vendors to the Department of Marketing and Community Relations. The Common Council shall have final approval of signage design. OR The Common Council hereby adopts signage designating the Central DORA as depicted in the attached Exhibit C, which is fully incorporated herein by this reference.

(2) Signs shall be posted in the City's right-of-way, at all pedestrian entrances and exists to the Central DORA to inform the public of the Central DORA's boundaries. All signs shall be posted in conspicuous locations, able to be seen by the pedestrians entering or exiting the Central DORA. Signs designating the Central DORA may be placed as new signs, attached to existing City signs or directional devices, or be placed as street decals. In addition to signs designating the Central DORA's boundary, informational signs shall be installed at the busiest pedestrian entrances at the discretion of the Carmel Street Department. At a minimum, such informational signs shall contain information or a QR code directing to information regarding the Central DORA's hours of operation, the Central DORA's map, the list of participating Designated Permittees, and a statement that no outside alcoholic beverages are allowed within the Central DORA. The Central DORA Committee shall approve modifications to the

original signage design or information contained therein.

(3) All outdoor signs shall be made of all-weather resistant, durable material.

(4) All Designated Permittees and Vendors shall place signs on their premises indicating that they participate in the Central DORA and whether a person may enter the premises with an open container of alcohol. Said signs shall be placed in a conspicuous location at each entrance and exit (double-side printed signs are acceptable) to the premises, and must contain the following information:

a. Any open alcoholic beverages and any containers purchased within the Central DORA must remain within the Central DORA.

b. Possessing an open container of alcoholic beverage in a motor vehicle may constitute a Class C infraction under IC 9-30-15.

 c. The Central DORA shall be in effect during all authorized times pursuant to IC 7.1-3-1-14, as may be amended from time to time, and as may be further modified by the Mayor or her/his designee in accordance with Indiana Code.

Section 6. Times of Operation. The Central DORA shall be in effect as follows:

83 Monday 84 Friday t

Monday through Thursday: 5 PM to 10 PM;

Friday to Saturday: 11 AM to 11 PM;

Sunday: 11 AM to 9 PM.

The Common Council may modify the above times of operation during certain holidays or City festivals by adopting a resolution to that extent.

Section 7. Central DORA Containers. For the to-go orders of alcoholic beverages, Designated Permittees and Vendors shall only use containers with the Central DORA label sticker. No glass containers may be used for to-go orders of alcoholic beverages. The Common Council hereby delegates the duty to design the form and logo of the Central DORA container label sticker to the Department of Marketing and Community Relations. The Common Council shall have final approval of the container label sticker design. Upon final approval, the Department of Marketing and Community Relations shall either provide ordering information or distribute container label stickers to the Designated Permittees and Vendors.

Ordinance D-2718-24

Page Two of Five

101102

103

104

105

106

Section 8. Designated Permittees and Vendors may allow a person to exit their premises into the Central DORA with not more than two (2) open alcoholic beverages. Designated Permittees and Vendors remain responsible for enforcement of the volumes served and to ensure compliance with state law and this Ordinance. The maximum fill limits for an alcoholic beverage being sold for consumption within the Central DORA are as follows:

- (1) Beer or flavored malt beverages: up to sixteen (16) ounces.
- (2) Wine, cider, or a premixed cocktail: up to twelve (12) ounces.
- (3) Liquor or a liquor-based cocktail: up to ten (10) ounces, including up to two (2) ounces of liquor.

107 108 109

<u>Section 9</u>. A person may not consume an alcoholic beverage in public areas of the Central DORA that was purchased outside of the Central DORA.

110111112

<u>Section 10</u>. The carryout privileges that a Designated Permittee may have in their scope of permit approved by the Alcohol and Tobacco Commission is not impacted this Ordinance.

113114115

116

117

118

119

120

121 122

123124

125

126

127128

129

- <u>Section 11</u>. Designated Permittees. Businesses located at the following locations have submitted completed applications to the City to participate as Designated Permittees within the Central DORA, subject to approval by the Alcohol and Tobacco Commission:
 - (1) Fork and Ale House, 350 Veterans Wy #150
 - (2) 101 Beer Kitchen, 1200 S. Rangeline Sute 101
 - (3) Anthony's Chophouse and 3UP, 201 W. Main St.
 - (4) Bazbeaux, 111 W. Main St., Suite 155
 - (5) Monterey Coastal Cuisine, 110 W Main Street # 135
 - (6) Lazarra 254 LLC dba Wine and Rind, 254 Veterans Way, Suite G
 - (7) CCC Boutique Hotel, LL dba Hotel Carmichael, 1 Carmichael Square
 - (8) Penn & Beech Candle Co. 145 Elm Street, Suite 150
 - (9) Savor Restaurant, 211 W. Main Street, STE # 102
 - (10) Hanami Sushi and Sake Bar, 703 Veterans Way
 - (11) Muldoon's, 111 W. Main Steet, Ste 100
 - (12)
- 130 (13)

131 132

133

134

135

<u>Section 12</u>. Any additional business located within the Central DORA that wishes to become a Designated Permittee shall submit an application attached hereto to the Board of Public Works and Safety for approval. Once approved, the applicant may proceed to apply for the Designated Permittee status with the Alcohol and Tobacco Commission.

136137138

139

140141

142

Section 13. An entity may apply to the relevant Indiana State Excise Police (Excise) district office for a temporary beer and wine permit for operation as a Vendor within the Central DORA to the same extent that they would otherwise be eligible. Additionally, an entity with catering privileges may serve within the Central DORA under its catering permit by following normal procedures and submitting a catering authority request form for approval. Prior to submitting the temporary beer and wine permit application or seeking catering approval, such entity must complete the designation Vendor Form attached hereto seeking such vendor status and obtain approval in writing from the Chief of Staff Office.

143144145

146

- Ordinance D-2718-24
- 147 Page Three of Five

Section 13. The Central DORA Committee.

150 151

152

- (1) The Common Council hereby established the "Central DORA Committee." The Central DORA Committee's mission shall be to:
- a. Receive and consider public safety and sanitation reports associated with the Central DORA's
- 153 154
 - operation; b. Receive and consider public input associated with the Central DORA's operation. Members of the public shall be allowed to address the Committee at the public meeting;

156 157 158

155

c. Compile and present to the Common Council a bi-annual report containing a summary of reported incidents, concerns, recommendations, and any other feedback associated with the Central DORA's operation;

159 160

d. Review and approve modified signage and container label sticker design.

161 162

163 164

165

166

(2) The Central DORA Committee shall consist of a volunteer body of up to nine (9) members. Two (2) members shall be appointed by the Mayor of Carmel with one such member being a representative of a Designated Permittee; three (3) members shall be appointed by the Common Council with one such member being a representative of a Designated Permittee; one (1) shall be appointed by Carmel Parks and Recreation, one (1) member shall be appointed by the Street Superintendent and shall be an employee of the Carmel Street department; one (1) shall be appointed by the Carmel Police Chief and shall be a sworn police officer of the Carmel Police Department; and one (1) shall be appointed by the Hamilton County Chamber of Commerce. All appointees shall be Carmel residents.

167 168 169

(3) The Central DORA Committee shall meet at least twice per year and on an as -needed basis.

171 172 173

170

(4) Initial Committee members shall be appointed for two (2) year terms, to hold over until a successor is duly appointed, and may be re-appointed. All subsequent Committee members shall be appointed or reappointed for two (2) year terms. There shall be no limit on the number of terms a member may serve on the Committee.

174 175 176

Section 14. A violation of this Ordinance shall carry a fine of up to Two Hundred Fifty Dollars (\$250.00).

177 178

179

180

Section 15. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

181 182 183

Section 16. 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.

185 186 187

184

[the remainder of this page is left intentionally blank]

189 190

188

191 192

193

194

Ordinance No. D-2718-24 195 Page Four of Five

196

COMPANY	OUNCH, EOD THE CUTY OF CARACT
COMMON C	OUNCIL FOR THE CITY OF CARMEL
Anthony Green, President	Adam Aasen, Vice-President
Rich Taylor	Matt Snyder
Jeff Worrell	Teresa Ayers
Shannon Minnaar	Ryan Locke
Anita Joshi	
ATTEST:	
Jacob Ouinn, Clerk	
Presented by me to the Mayor of	f the City of Carmel, Indiana thisday of
Presented by me to the Mayor of	f the City of Carmel, Indiana thisday of
Presented by me to the Mayor of	
Presented by me to the Mayor of	f the City of Carmel, Indiana thisday of Jacob Quinn, Clerk
Presented by me to the Mayor of 2024, at	
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of
2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of
Presented by me to the Mayor of 2024, at	Jacob Quinn, Clerk City of Carmel, Indiana, this day of

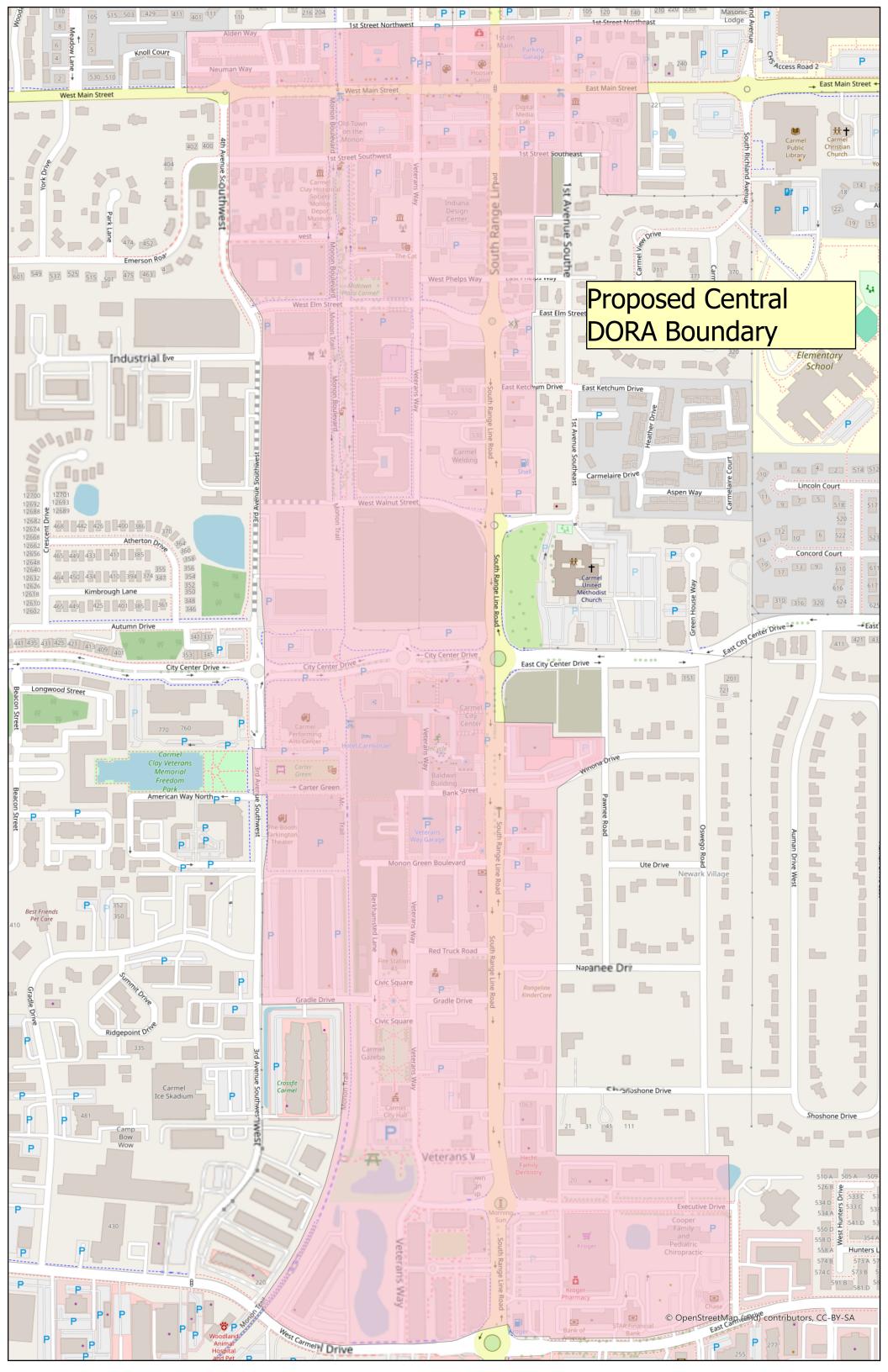


Exhibit B

Boundary Description of Central Designated Outdoor Refreshment Area

Unless otherwise indicated, all City right of ways are included in the following description.

Beginning at the northwestern corner of parcel number 16-09-25-02-08-083, thence east to the western edge of 3rd Ave. NW., thence north to the northern edge of 1st St. NW., thence east along the northern edge of 1st St. NW., thence continuing east along the northern edge of 1st St. NE. to the southwestern corner of parcel number 16-10-30-09-02-020, thence continuing east to the center line of the intersection of 1st St. NE and 2nd Ave. NE, thence south approximately 355 feet to the southern edge of E. Main St., thence approximately 53 feet west to the northeastern corner of parcel number 16-10-30-03-03-001, thence south along the eastern property line of parcel number 16-10-30-03-03-001 to the southeastern corner of parcel number 16-10-30-03-03-001, thence west along the southern property line of parcel number 16-10-30-03-03-001 to the southwestern corner of parcel number 16-10-30-03-03-001, thence approximately 190 feet north along the western property line of parcel number 16-10-30-03-03-001 to the southern edge of 1st St. SE, thence approximately 251 feet west along the southern edge of 1st St. SE to the northwest corner of parcel number 16-10-30-03-01-032, thence south approximately 278 feet to the northern edge of Supply St, thence approximately 80 feet west to the eastern edge of Alley 1st Ave SE, thence approximately 1,480 feet south along the eastern edge of Alley 1st Ave SE continuing south to the northern edge of E. Walnut St., thence approximately 213 feet west along the northern edge of E. Walnut St. continuing to the center line at the intersection of E. Walnut St. and S. Rangeline Rd., thence south along the center line of S. Rangeline Rd. approximately 1,025 feet, thence east to the eastern edge of S. Rangeline Rd., thence continuing east along the northern property line of parcel number 16-10-31-01-14-001 approximately 234 feet, thence south approximately 65 feet, thence east approximately 235 feet to the center line of Pawnee Rd., thence south to the center line at the intersection of Pawnee Rd. and Winona Dr., thence southwest along the center line of Winona Dr. approximately 271 feet to the northeastern corner of parcel number 16-10-31-01-08-001, thence south to the southeastern corner of parcel number 16-10-31-01-06-003, thence east along the northern property line of parcel numbers: 16-10-31-00-02-001, 16-10-31-00-03-001, 16-10-31-00-03-002, and 16-10-31-00-03-003 to the northeastern corner of parcel number 16-10-31-00-03-003, thence south along the eastern border of parcel number 16-10-31-00-03-003 to the southern edge of Executive Dr., thence continuing south along the western edge of Executive Dr. to the northern edge of E. Carmel Dr. where it meets the southeastern corner of parcel number 16-10-31-00-01-001.002, thence west along the northern edge of E. Carmel Dr. to the southwestern corner of parcel number 16-10-31-00-00-047 where it meets the eastern edge of S. Rangeline Rd., thence west crossing the northern edge of the roundabout at the intersection of S. Rangeline Rd. and W. Carmel Dr. and continuing west along the northern edge of W. Carmel Dr. to the southwestern corner of parcel number 16-09-36-00-070 (Monon Trail), thence going north and continuing along the western border of parcel number 16-09-36-00-00-070 (Monon Trail) to the northwestern corner of parcel number 16-09-36-00-00-070 (Monon Trail) where it meets Gradle Dr., thence west along the southern edge of Gradle Dr. to the intersection of Gradle Dr. and 3rd Ave. SW., thence north along the eastern edge of 3rd Ave. SW. to the northwestern corner of 1609-36-00-00-005.218, thence going west to the western edge of 3rd Ave. SW., thence north along the western edge of 3rd Ave. SW. approximately 230 ft, thence east to the eastern edge of 3rd Ave. SW., thence north along the eastern edge of 3rd Ave. SW. continuing across the roundabout at the intersection of 3rd Ave. SW. and City Center Drive, thence continuing north along the eastern edge of 3rd Ave. SW. to the centerline of the roundabout at the intersection of 4th Ave. SW. and W. Main St., thence west along the centerline of W. Main St. approximately 203 feet, then north approximately 72 feet across parcel numbers 16-09-25-02-08-018 and 16-09-25-02-08-085 to the southwestern corner of parcel number 16-09-25-02-08-083, thence continuing north and ending at the northwestern corner of parcel number 16-09-25-02-08-083, said meeting point also being the point of beginning.

End of description

1	Sponsor: Councilor Aasen
2	ORDINANCE D-2719-24
3 4 5 6 7 8	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 PROSCENIUM III PROJECT, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO
9	Synopsis:
10 11	Ordinance authorizes the issuance of developer TIF bonds by the City of Carmel, Indiana, to finance improvements to support the development of the Proscenium III Project.
12 13 14 15	WHEREAS, the City of Carmel, Indiana (the "City"), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act"), is authorized and empowered to adopt this ordinance (this "Bond Ordinance") and to carry out its provisions;
16 17 18 19	WHEREAS, Novo Development Group, LLC or an affiliate thereof (the "Company"), desires to finance the design and construction of certain improvements described in Exhibit A hereto which are located in the Integrated 126 th Street Corridor Economic Development Area (collectively, the "Projects");
20 21 22 23 24 25 26	WHEREAS, the Company has advised the City of Carmel Economic Development Commission (the "Commission") and the City that it proposes that the City issue its taxable or tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20_ (Proscenium III Project), in one or more series (with such different or additional series designation determined to be necessary or appropriate) in an aggregate amount not to exceed Nineteen Million Dollars (\$19,000,000) (the "Bonds"), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Projects;
27 28	WHEREAS, the completion of the Projects results in the diversification of industry, the creation of jobs and the creation of business opportunities in the City;
29 30	WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Bonds to finance the Projects;
31 32	WHEREAS, on the date specified in the notice of the Public Hearing, the Commission held the Public Hearing on the Projects; and
33 34 35 36 37	WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) a Financing Agreement between the City and the Company (the "Financing Agreement"); (2) a Trust Indenture between a trustee to be selected by the Controller of the City (the "Trustee") and the City (the "Indenture"); (3) the Bonds; and (4) this

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

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

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

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

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

Terms of the Bonds. (a) The Bonds, in the aggregate principal Section 4. amount not to exceed Nineteen Million Dollars (\$19,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the Bonds, mature on a date not later than twenty-five years after the date of the first draw of principal on such series of the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the "Purchaser") in an amount not to exceed nine percent (9.00%) per annum, with such interest payable as provided in the Financing Agreements, and which interest may be taxable or tax-exempt, as determined by the Mayor and the Controller of the City, with the advice of the City's bond counsel, prior to the issuance of the Bonds; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

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

- <u>Section 5.</u> <u>Sale of the Bonds.</u> The Mayor is hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the Purchaser at such prices as are determined on the date of sale and approved by the Mayor of the City.
- Section 6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture, and the Bonds, submitted to the Common Council, which are hereby approved in all respects.
- <u>Section 7.</u> <u>Changes in Financing Agreements</u>. The Mayor and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.
- Section 8. Reimbursement from Bond Proceeds. The City hereby declares its intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not exceed \$19,000,000, and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of the sale of such Bonds.
- Section 9. General. The Mayor and any other officer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Projects, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.
- Section 10. <u>Binding Effect</u>. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

118 119	<u>Section 11.</u> <u>Repeal.</u> All ordinances or parts of ordinances in conflict herewith are hereby repealed.			
120 121	Section 12. <u>Effective Date</u> . This Bond Ordinance shall be in full force and 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,			
127 128	2024, by a vote of ayes and nays.			
129	COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA			
130	COMMON COCNCIL OF THE CITY OF CHAMEL, INDIANA			
131				
132	Anthony Green, President Adam Aasen, Vice-President			
133				
134				
135	Teresa Ayers Anita Joshi			
136				
137 138 139	Ryan Locke Shannon Minnaar			
140				
141 142	Matt Snyder Rich Taylor			
143 144	Jeff Worrell			
145 146	ATTEST:			
147 148				
149 150	Jacob Quinn, Clerk			
151 152 153	Presented by me to the Mayor of the City of Carmel, Indiana this day ofM.			
154 155	Jacob Quinn, Clerk			
156	Jacob Quilli, Cicik			
157 158	Approved by me, Mayor of the City of Carmel, Indiana, this day ofM.			
159				
160				
161	Sue Finkam, Mayor			

162		
163	ATTEST:	
164		
165		
166	Jacob Quinn,	Clerk
167		
168		
169	Prepared by:	Bradley J. Bingham
170	-	Barnes & Thornburg LLP
171		11 South Meridian Street
172		Indianapolis, IN 46204
173		•

DESCRIPTION OF THE PROJECTS All or any portion of the design and construction of infrastructure improvements, including but not limited to storm water improvements, utilities relocation, road improvements and structured parking costs to support a mixed use project development in the Integrated 126th Street Corridor Development Area consisting of office, hotel, multifamily and retail components, together with a podium parking structure open to the public.

FINANCING AGREEMENT

BETWEEN

[NOVO DEVELOPMENT GROUP, LLC]

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.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND EXHIBITS	2
Section 1.1. Terms Defined	2
Section 1.2. Rules of Interpretation	3
ARTICLE II REPRESENTATIONS; USE OF BOND PROCEEDS	5
Section 2.1. Representations by Issuer	5
Section 2.2. Representations by Company	5
ARTICLE III PARTICULAR COVENANTS OF THE ISSUER AND COM	IPANY7
Section 3.1. Consent to Assignments to Trustee	7
Section 3.2. Payment of Principal and Interest	7
Section 3.3. Maintenance of Existence	7
Section 3.4. Company Duties Under Indenture	7
Section 3.5. Indemnity	7
Section 3.6. Payment of Expenses of Issuance of Bonds	8
Section 3.7. Completion and Use of Projects	8
Section 3.8. Other Amounts Payable by the Company	9
ARTICLE IV EVENTS OF DEFAULT AND REMEDIES THEREFOR	10
Section 4.1. Events of Default	10
Section 4.2. Remedies Cumulative	10
Section 4.3. Delay or Omission Not a Waiver	10
ARTICLE V IMMUNITY	12
Section 5.1. Extent of Covenants of the Issuer; No Personal Liability	12
Section 5.2. Liability of Issuer	12

ARTICLE VI SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT	13
Section 6.1. Supplements and Amendments to this Financing Agreement	13
ARTICLE VII MISCELLANEOUS PROVISIONS	14
Section 7.1. Financing Agreement for Benefit of Parties Hereto	14
Section 7.2. Severability	14
Section 7.3. Addresses for Notice and Demands	14
Section 7.4. Successors and Assigns.	14
Section 7.5. Counterparts	15
Section 7.6. Governing Law	15

FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of	1, 20	(the "Financing
Agreement") between [NOVO DEVELOPMENT GROUP, LLC	c], a	(the
"Company"), and the CITY OF CARMEL, INDIANA (the "Issu	uer" or "Cit	y"), a municipal
corporation duly organized and validly existing under the laws of the	e State of Inc	diana.

PRELIMINARY STATEMENT

WHEREAS, the City of Carmel Redevelopment Commission (the "Redevelopment Commission") has established the Integrated 126th Street Corridor Economic Development Area and, within such area, the Proscenium III 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__ (Proscenium III 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

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

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

"Allocation Area" means the Proscenium III 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_ (Proscenium III Project) and any additional series of bonds issued pursuant to the Ordinance.

"Company" means [Novo Development Group, LLC], 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 D-2719-24 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 infrastructure improvements, including but not limited to storm water improvements, utilities relocation, road improvements and structured parking costs to support a mixed use project development in the Integrated 126th Street Corridor Development Area consisting of office, hotel, multifamily and retail components, together with a podium parking structure open to the public, all of which will be physically located in, or directly serving or benefiting, the Allocation Area.

"Qualified Investments" mean those investments in: (i) Governmental Obligations; (ii) other investments permitted by Indiana Code 5-13, as amended from time to time; (iii) money market funds (including any money market fund for which the Trustee or any affiliate of the Trustee provides services for a fee) the assets of which are obligations or, or guaranteed by, the United States of America and which funds are rated at the time of purchase "Aaa" or "Am-G" (or their equivalent) or higher by S&P; (iv) deposits constituting an obligation of a bank, as defined by the Indiana Banking Act, Indiana Code 28-2, as amended (including deposits offered by the Trustee and its affiliates), whose outstanding unsecured long-term issuer is rated at the time of deposit in any of the three highest rating categories by any rating agency; and (v) U.S. Dollar denominated deposit accounts, federal funds and banker's acceptances with domestic banks whose short term certificates of deposit are rated on the date of the purchase in any of the three highest rating categories by any rating agency.

"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.

<u>Section 1.2.</u> <u>Rules of Interpretation</u>. 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

<u>Section 2.1.</u> <u>Representations by Issuer</u>. 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 [an _____ limited liability company] 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.
- <u>Section 3.2.</u> <u>Payment of Principal and Interest.</u> (a) In accordance with the Indenture, the Bonds are payable from the TIF Revenues derived from the Allocation Area.
- (b) The Issuer covenants to collect and apply the Tax Increment and the TIF Revenues in the manner required by Article IV of the Indenture.
- Section 3.3. Maintenance of Existence. The Company agrees that it will maintain its existence as a [limited liability company], will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.
- <u>Section 3.4.</u> 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.
- <u>Section 3.5. Indemnity</u> 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.

<u>Section 3.6. Payment of Expenses of Issuance of Bonds</u>. 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.
- <u>Section 3.8. Other Amounts Payable by the Company</u>. 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.
- 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.
- <u>Section 4.2. Remedies Cumulative</u>. 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

<u>Section 6.1.</u> <u>Supplements and Amendments to this Financing Agreement</u>. 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.

<u>Section 7.2.</u> <u>Severability</u>. 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:	[Novo Development Group, LLC] Attention:
To the Trustee:	[Trustee]

<u>Section 7.4.</u> <u>Successors and Assigns</u>. 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.

<u>Section 7.5.</u> 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.

<u>Section 7.6.</u> 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.

	[NOVO DEVELOPMENT GROUP, LLC, a
	By:
	Printed:
	Title:
	"THE ISSUER"
	CITY OF CARMEL, INDIANA
	Mayor
Attest:	
Clerk	

[SIGNATURE PAGE OF THE FINANCING AGREEMENT BETWEEN [NOVO DEVELOPMENT GROUP, LLC] 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____
(PROSCENIUM III PROJECT)

Dated as of ______1, 20____

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I. DEFI	NITIONS	10
Section 1.1.	Terms Defined	10
Section 1.2.	Rules of Interpretation	13
Section 1.3.	Exhibits	14
ARTICLE II. THE	BONDS	15
Section 2.1.	Authorized Amount of Series 20 Bonds	15
Section 2.2.	Issuance of Series 20 Bonds	
Section 2.3.	Payment on Bonds	16
Section 2.4.	Execution; Limited Obligation	
Section 2.5.	Authentication	
Section 2.6.	Form of Bonds	17
Section 2.7.	Delivery of Series 20 Bonds	18
Section 2.8.	Issuance of Additional Bonds	18
Section 2.9.	Mutilated, Lost, Stolen, or Destroyed Bonds	19
Section 2.10.	Registration and Exchange of Bonds; Persons Treated as Owners	20
ARTICLE III. API	PLICATION OF SERIES 20 BONDS PROCEEDS	21
Section 3.1.	Deposit of Funds	
ARTICLE IV. RE	VENUE AND FUNDS	22
Section 4.1.	Source of Payment of Bonds	
Section 4.2.	Bond Fund.	
Section 4.3.	Surplus Fund	
Section 4.4.	Construction Fund.	
Section 4.5.	TIF Revenues	
Section 4.6.	Trust Funds	
Section 4.7.	Investment	
ARTICLE V. RED	DEMPTION OF SERIES 20 BONDS BEFORE MATURITY	26
	Redemption Dates and Prices	
Section 5.2.	Notice of Redemption	
Section 5.3.	Cancellation	
Section 5.4.	Redemption Payments	
Section 5.5.	Partial Redemption of Bonds	
ARTICLE VI. GE	NERAL COVENANTS	28
Section 6.1.	Payment of Principal and Interest	
Section 6.2.	Performance of Covenants	
Section 6.3.	Ownership; Instruments of Further Assurance	
Section 6.4.	Filing of Indenture, Financing Agreement and Security Instruments	
Section 6.5.	Inspection of Books	
Section 6.6.	List of Bondholders	

Section 6.7.	Rights Under Financing Agreement	29
Section 6.8.	Investment of Funds	
Section 6.9.	Non-presentment of Bonds	
ARTICLE VII. D	DEFAULTS AND REMEDIES	31
Section 7.1.	Events of Default	31
Section 7.2.	Acceleration; Termination of TIF Revenue Pledge	31
Section 7.3.	Remedies; Rights of Bondholders	
Section 7.4.	Right of Bondholders to Direct Proceedings	
Section 7.5.	Application of Moneys	32
Section 7.6.	Remedies Vested In Trustee	
Section 7.7.	Rights and Remedies of Bondholders	34
Section 7.8.	Termination of Proceedings	
Section 7.9.	Waivers of Events of Default	34
ARTICLE VIII.	THE TRUSTEE AND PAYING AGENT	36
Section 8.1.	Acceptance of the Trusts	36
Section 8.2.	Fees, Charges and Expenses of Trustee and Paying Agent	39
Section 8.3.	Notice to Bondholders if Default Occurs	
Section 8.4.	Intervention by Trustee	39
Section 8.5.	Successor Trustee	39
Section 8.6.	Resignation by the Trustee	40
Section 8.7.	Removal of the Trustee	40
Section 8.8.	Appointment of Successor Trustee by the Bondholders; Temporary Trustee	40
Section 8.9.	Concerning Any Successor Trustees	
Section 8.10.	Trustee Protected in Relying Upon Resolutions, etc	
Section 8.11.	Appointment of Paying Agent and Registrar; Resignation or Removal	т1
Section 6.11.	of Paying Agentof Paying Agent and Registrar, Resignation of Removar	41
ARTICLE IX SI	JPPLEMENTAL INDENTURES	42
Section 9.1.	Supplemental Indentures Not Requiring Consent of Bondholders	
Section 9.1.	Supplemental Indentures Requiring Consent of Bondholders	
Section 9.3.	Opinion	
ARTICLE X. AM	MENDMENTS TO THE FINANCING AGREEMENT	44
Section 10.1.	Amendments, etc	
Section 10.2.	Amendments, etc	
Section 10.3.	Opinion	
ARTICLE XI. M	ISCELLANEOUS	45
Section 11.1.	Satisfaction and Discharge	45
Section 11.2.	Defeasance of Bonds	45
Section 11.3.	Cancellation of Series 20 Bonds	46
Section 11.4.	Application of Trust Money	
Section 11.5.	Consents, etc., of Bondholders	
Section 11.6.	Limitation of Rights	

Section 11.7.	Severability	47
	Notices	
Section 11.9.	Counterparts	48
Section 11.10.	Applicable Law	48
	Immunity of Officers and Directors	
Section 11.12.	Holidays	48

TRUST INDENTURE

THIS TRUST INDENTURE dated as of the day of	, 20	_, by and
between the CITY OF CARMEL, INDIANA ("Issuer"), a municipal corporate	tion duly o	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 tru	sts of the	character
herein set out under the laws of the United States of America with its Indi	ana corpo	rate 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, 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___ (PROSCENIUM III PROJECT)

MATURITY	INTEREST	ORIGINAL	AUTHENTICATION
<u>DATES</u>	<u>RATE</u>	<u>DATE</u>	<u>DATE</u>
As set forth in Exhibit A	%	, 20	, 20
REGISTERED OWNER:			
PRINCIPAL AMOUNT:		DOL	LARS (\$[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], and the final advance may not occur

after February 1, 20__. 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 corporate trust operations 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 only needs to be presented for payment of principal and premium upon redemption in full or final maturity.]

This Series 20__ Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 20___ (Proscenium III 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 Integrated 126th Street Corridor Economic Development Area in the City of Carmel, Indiana, to be constructed by [Novo Development Group, LLC] ("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.
- 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 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 corporate trust operations 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 BIRLANA

	CITY OF CARMEL, INDIANA		
	By: Mayor		
(SEAL)			
Attest:			
Clerk			

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 20 Bon Trust Indenture.	d is one of the Serie	s 20 Bonds described in	the within mentioned
		[TRUSTEE], Trustee	
		By:Authorized Signator	у
	ASSIGN	IMENT	
FOR VALUE RECE Series 20 Bond and all right appoints the books kept for registration	(Please Print nts, title and interest attor	eney to transfer the within	Address) the within ocably constitutes and Series 20 Bond on
Dated:			
Signature Guaranteed:			
NOTICE: Signature(s) must by an eligible guarante participating in a Securi Association recognized signal program. The following abbreve shall be construed as though regulations:	or institution ties Transfer ture guarantee iations, when used	NOTICE: The signature must correspond with registered owner as it as of the within Series particular, without alternor any change whatever in the inscription on the fin out in full according	the name of the appears upon the face 20 Bond in every ration or enlargement. face of this certificate,
TEN. COM.	as tenants in comm	non	
TEN. ENT.	as tenants by the e	entireties	
JT. TEN.	as joint tenants w	rith right of survivorship	and not as tenants in
UNIF. TRANS. MIN. ACT		Custodian	
	(Cust.)		(Minor)
	under Uniform Tra	ansfers to Minors Act of	

(State)

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

Exhibit A

Maturity Date

Amount

Exhibit B

SCHEDULE OF OUTSTANDING BALANCE OF CITY OF CARMEL, INDIANA ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 20__ (PROSCENIUM III PROJECT)

<u>Date</u> Amount Amount of Outstanding Acknowledgment Acknowledgment of <u>Advance</u> <u>Payment</u> <u>Balance</u> <u>of City</u> <u>Trustee</u>

(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, subject to Section 7.2(b) hereof (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. <u>Terms Defined</u>. 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 Proscenium III Allocation Area as such allocation area may be expanded from time to time.

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

"Bonds" means any Bonds issued pursuant to this Indenture, including the Series 20__ Bonds and any Additional Bonds.

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

"Company" means [Novo Development Group, LLC], 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 and first year annual administration 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 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 of1, 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 D-2719-24 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

(d) Bonds in lieu of which others have been authenticated under Section 2.9.

form to the Trustee, shall have been filed with the Trustee; and

satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in

"Paying Agent" means [Trustee], in its capacity as paying agent hereunder, and any successor paying agent or co-paying agent.

•	ans Resolution No, 20, pledging the TIF R	adopted by the Redevelopment evenues to the Issuer.
"Qualified Investments"	shall have the meaning assig	gned in the Financing Agreement.
"Record Date" means the Payment Date.	e fifteenth day of the month	immediately preceding any Interest

"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____ (Proscenium III 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. <u>Rules of Interpretation</u>. 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. <u>Exhibits</u>. 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. <u>Authorized Amount of Series 20</u> <u>Bonds</u>. 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.

Issuance of Series 20 Bonds. The Series 20 Bonds shall be designated "City of Carmel, Indiana Economic Development Tax Increment Revenue Bonds, (Proscenium III 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], and the final advance of principal shall occur no later than February 1, 20__. 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 and provided to the Trustee.

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	5 20 Bonds or	; if no interest has been	paid on the Series 20_	_
Bonds, from the date of issua	nce and delivery	y of the Series 20 Bo	nds. Series 20 Bond	S
authenticated on or prior to		15, 201 shall bear i	interest from the date o	f
delivery of the Series 20 Bor				
The Series 20 Bonds 20, and ending on% per annum:			w, beginning on 1 low at the interest rate o	
Payment Date	Amount	Payment Date	<u>Amount</u>	

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 operations 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. <u>Execution; Limited Obligation</u>. 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. <u>Authentication</u>. 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. <u>Form of Bonds</u>. 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. <u>Delivery of Series 20</u> <u>Bonds</u>. 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. <u>Issuance of Additional Bonds</u>. 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. <u>Mutilated, Lost, Stolen, or Destroyed Bonds</u>. 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. <u>Deposit of Funds</u>	s. The initial	al amount of principal drawn on the Series
20 Bonds at closing shall be in the a	mount of \$, of which \$
shall be deposited with the Trustee in th	e Bond Interes	est Account of the Construction Fund and be
used to pay Capitalized Interest Costs, a	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 I	Γrustee in the	e 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. <u>Bond Fund</u>. 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 coming due in the following six months; (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, plus any Annual Fees coming due in the following six months, shall be transferred to the Surplus Fund.

Section 4.3. <u>Surplus Fund</u>. 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, plus any Annual Fees coming due in the following six months, as provided in Section 4.2. At the written 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. <u>Construction Fund</u>. 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 (other than those identified in Exhibit B hereto, for which the execution of this Indenture provides authorization to the Trustee to pay) 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. <u>TIF Revenues</u>. On or before each January 15 and July 15, commencing 15, 20 , the Issuer shall transfer to the Trustee, for deposit into 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. <u>Trust Funds</u>. 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. <u>Investment</u>. 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. <u>Redemption Dates and Prices</u>.

(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. <u>Cancellation</u>. 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. <u>Redemption Payments</u>. 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. <u>Partial Redemption of Bonds</u>. 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. <u>Inspection of Books</u>. 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. <u>List of Bondholders</u>. 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. <u>Rights Under Financing Agreement</u>. 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. <u>Investment of Funds</u>. 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. <u>Non-presentment of Bonds</u>. 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, however, if the Issuer is unable to pay to the Trustee any or sufficient TIF Revenues with which to make payment to the Bondholders, it shall not constitute an Event of Default; or; 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. <u>Acceleration; Termination of TIF Revenue Pledge</u>.

- (a) 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.
- (b) 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 notwithstanding Section 7.4 hereof, the pledge of the TIF Revenues to the payment of the Bonds shall immediately terminate and be of no further force and effect, the TIF Revenues shall no longer be deemed part of the Trust Estate under this Indenture, the Issuer shall have no further obligation to make any transfers of TIF Revenues to the Trustee under Section 4.2 or Section 4.4 hereof, and the Bonds will be deemed defeased and paid in full, without any action of the Trustee or Bondholders.

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.
- (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, except as provided in Section 7.2(b) hereof, 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. <u>Application of Moneys</u>. 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:

<u>First</u>: 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.

<u>Third</u>: 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.

Rights and Remedies of Bondholders. No holder of any Bond shall have Section 7.7. 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. <u>Termination of Proceedings</u>. 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. <u>Waivers of Events of Default</u>. 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, to which the Trustee has knowledge, 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.
- 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 rerecording, 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 any 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. <u>Intervention by Trustee</u>. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. <u>Successor Trustee</u>. 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. <u>Removal of the Trustee</u>. 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.

Concerning Any Successor Trustees. Every successor Trustee appointed Section 8.9. 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. <u>Trustee Protected in Relying Upon Resolutions</u>, 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. <u>Supplemental Indentures Not Requiring Consent of Bondholders</u>. 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. <u>Opinion</u>. 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. <u>Amendments</u>, etc. to <u>Financing Agreement Not Requiring Consent of Bondholders</u>. 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. <u>Amendments</u>, etc. to <u>Financing Agreement Requiring Consent of Bondholders</u>. 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. <u>Opinion</u>. 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. <u>Satisfaction and Discharge</u>. 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. <u>Defeasance of Bonds</u>. 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. <u>Cancellation of Series 20</u> <u>Bonds</u>. 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. <u>Application of Trust Money</u>. 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. <u>Limitation of Rights</u>. 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. <u>Severability</u>. 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. <u>Notices</u>. 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. <u>Counterparts</u>. 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. <u>Applicable Law</u>. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. <u>Immunity of Officers and Directors</u>. 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. <u>Holidays</u>. 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	

[TF	USTEE], as Trustee
By:	
J	(Written Signature)
	(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure improvements, including but not limited to storm water improvements, utilities relocation, road improvements and structured parking costs to support a mixed use project development in the Integrated 126th Street Corridor Development Area consisting of office, hotel, multifamily and retail components, together with a podium parking structure open to the public, all of which will be physically located in, or directly serving or benefiting, the Proscenium III Allocation Area.

EXHIBIT B COSTS OF ISSUANCE

ORDINANCE NO. D-2722-24 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 2024 **DEPARTMENT OF COMMUNITY SERVICES BUDGET** Synopsis: Appropriates funds received from the Hamilton County Recorder's Office for lien payments that were deposited into the General Fund into the 2024 Department of Community Services ("DOCS") budget. WHEREAS, throughout the last several months DOCS has received payments from the Hamilton County Recorder's Office for lien payments totaling Six Thousand Eight Hundred Forty Six Dollars and Seventy Three Cents (\$6,846.73) that were deposited into the City's General Fund; and WHEREAS, the funds received from the lien payments are needed by DOCS to pay expenses associated with recording new liens, as well as expenses the City has incurred in abating conditions on properties that do not comply with Carmel's property maintenance code; and WHEREAS, the operating balance of the General Fund currently has excess funds in the amount of Six Thousand Eight Hundred Forty Six Dollars and Seventy Three Cents (\$6,846.73). 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: \$6.846.73 from the GENERAL FUND OPERATING Balances To Department of Community Services (#1192): Line item 4340600 – Recording Fees \$510.00 Department of Community Services (#1192) Line item 4350900 – Other Cont. Services \$6,336.73 This Ordinance shall be in full force and effect from and after the date of its passage, execution by the Mayor. Ordinance D-2722-24 Page One of Two

	ayes and	nays.
СОММО	N COUNCIL F	OR THE CITY OF CARMEL
Anthony Green, President	<u></u>	Adam Aasen, Vice-President
intiony Green, President		110011111111111111111111111111111111111
Rich Taylor		Matt Snyder
Jeff Worrell		Teresa Ayers
Shannon Minnaar		Ryan Locke
Anita Joshi		
ATTEST:		
•		
-		of Carmel, Indiana thisday ofM.
Presented by me to the M		
Presented by me to the M Approved by me, Mayor	2024, at	Jacob Quinn, Clerk armel, Indiana, this day of
Presented by me to the M Approved by me, Mayor	of the City of Ca	Jacob Quinn, Clerk armel, Indiana, this day of
Presented by me to the M Approved by me, Mayor	of the City of Ca	Jacob Quinn, Clerk armel, Indiana, this day of
Presented by me to the M Approved by me, Mayor	of the City of Ca	Jacob Quinn, Clerk armel, Indiana, this day ofM.
Approved by me, Mayor20	of the City of Ca	Jacob Quinn, Clerk armel, Indiana, this day ofM.

This Ordinance was prepared by Samantha Karn, Corporation Counsel, on July 2, 2024 at 3:10 p.m. No subsequent revision to this Ordinance has been reviewed by Ms. Karn for legal sufficiency or otherwise.

ORDINANCE NO. D-2724-24

3 4

1

2

5 6

7 8 9

11 12 13

10

15 16 17

18 19

14

20 21 22

23

28 29 30

31

32 33 34

> 35 36

> 37 38

39 40 41

43 44 45

42

47

46

48

49 Ordinance D-2724-24 50 Page One of Three Pages

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, ADDING CHAPTER 9, ARTICLE 5 SECTION 9-193 TO THE CARMEL CITY CODE.

Synopsis: Ordinance requiring that telecommunication cables be buried at a minimum depth of six inches.

WHEREAS, pursuant to Indiana Code Section 36-8-2-4 and its general police powers, the City of Carmel, Indiana ("City") has the power and authority to address and restrict conduct and the use of property in a manner that may endanger the public health, safety, or welfare; and

WHEREAS, pursuant to Indiana Code Section 36-8-2-5, the City has the power and authority to address and restrict persons that might cause other persons to be injured or contract diseases; and

WHEREAS, The City of Carmel, Indiana (the "City") has been notified of numerous instances where telecommunications cables have not been buried at a proper depth or not buried at all creating a tripping and general safety hazard, and occasionally leading to said cables being accidentally cut or damaged by animals, grass mowing or landscaping equipment creating an obstruction and interfering with the comfortable enjoyment of property; and

WHEREAS, it is in the best interest of the citizens of Carmel to ensure that telecommunication cables are buried at a proper depth to reduce safety and welfare hazards as well as instances of accidental cable damage or cutting; and

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. Chapter 9, Article 5, Section 9-193 should be and the same is hereby added to the Carmel City Code, and shall read as follows:

"§ 9-193 Telecommunication Cable Minimum Burial Depth.

- (a) Definitions.
- (1) "Telecommunication cable" means an underground telephone, coaxial, ethernet, or fiber optics cable providing any video delivery service, cable television service, or internet service to consumers. This definition does not include above ground transmission or distribution cables, cables laid along or within public rights-of-way or private streets, or cables laid within utility easements or property owned by any utility.
- (2) "Telecommunication Service" means any video delivery service, cable television service, or internet service provided by a utility to consumers.
- (3) "Utility" means (1) a public, municipally-owned, or cooperatively-owned utility; or (2) a joint agency created under Indiana Code Section 8-1-2.2.
- This Ordinance was prepared by Sergey Grechukhin, Transactions Chief, on 7/30/24. It may have been subsequently revised.

- (a) Within the City of Carmel, contractors, subcontractors, or any other installers of telecommunication cables (collectively "installers") shall bury said cables at a minimum depth of six inches. If an industry or utility-established standard requires a greater burial depth, the telecommunication cables shall be buried according to such standard instead.
- (b) City of Carmel Engineering Department may require installers of telecommunication cables to provide the Engineering Department a certification form that the telecommunication cable was buried at minimum depth according to this section.
- (c) If, due to topography, soil composition, or any other condition present at the premises, it is impossible or impractical to bury telecommunication cables according to this section, an installer must submit a written explanation to the consumer or their representative with stated reasons for failure to comply with this section and identify area(s) where telecommunication cables are buried at depths less when six (6) inches.
- (d) This section does not apply to telecommunication cables laid along, under or above public rights-of-way or private streets, within utility easements, or property owned by any utility.
- (e) This section does not apply to installation of cables, conduits or wires that are regulated by Federal Telecommunication Commission, Indiana Utility Regulatory Commission or any other federal or state entity having jurisdiction over such installation. This section is considered supplementary and in addition to the federal laws or laws of the State of Indiana and is to be fully enforced where not inconsistent with those laws. Any violation that is a violation of the state law shall be enforced under the state statute.
- (f) Except as otherwise stated in this section, an installer violating this section may be fined up to \$250.00 per occurrence.
- <u>Section 3</u>. The remaining provisions of Carmel City Code Article 5 are not affected by this Ordinance and shall remain in full force and effect.
- <u>Section 4</u>. All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only.
- Section 5. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.
- Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and signing by the Mayor and such publication as required by law.

Ordinance D-2724-24

by a vote of ayes and nays.		
COMMON COUNCIL F	OR THE CITY OF CARMEL	
Anthony Green, President	Adam Aasen, Vice-President	
Anthony Green, President	Additi Adsett, vice-i resident	
I CCXXX II		
Jeff Worrell	Teresa Ayers	
Anita Joshi	Shannon Minnaar	
Ryan Locke	Matt Snyder	
Rich Taylor		
ATTEST:		
Jacob Quinn, Clerk		
Draggantad by man to the Moyen of the City of Commel	Indiana this day of	2024
	, Indiana this day of	2024
	, Indiana this day of	2024
		2024
atM.	Jacob Quinn, Clerk	
atM. Approved by me, Mayor of the City of Carmel, Indi	Jacob Quinn, Clerk	2024,
atM. Approved by me, Mayor of the City of Carmel, Indi	Jacob Quinn, Clerk	
atM. Approved by me, Mayor of the City of Carmel, Indi	Jacob Quinn, Clerk ana, this day of	
at	Jacob Quinn, Clerk	
at	Jacob Quinn, Clerk ana, this day of	
at	Jacob Quinn, Clerk ana, this day of	
atM. Approved by me, Mayor of the City of Carmel, Indi atM. ATTEST:	Jacob Quinn, Clerk ana, this day of	
atM. Approved by me, Mayor of the City of Carmel, Indi atM. ATTEST:	Jacob Quinn, Clerk ana, this day of	
atM. Approved by me, Mayor of the City of Carmel, Indi atM. ATTEST:	Jacob Quinn, Clerk ana, this day of	
Presented by me to the Mayor of the City of Carmel atM. Approved by me, Mayor of the City of Carmel, IndiatM. ATTEST: Jacob Quinn, Clerk Ordinance D-2724-24	Jacob Quinn, Clerk ana, this day of	

ORDINANCE NO. D-2725-24

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, CONSENTING TO HAMILTON COUNTY, INDIANA'S USE OF ALLOCATED PROPERTY TAX PROCEEDS FROM THE 96TH STREET-U.S. 421 ALLOCATION AREA TO THE PAYMENT OF BONDS OR LEASE RENTALS USED FOR FINANCING A PUBLIC SAFETY TRAINING FACILITY

 Synopsis: Ordinance consents to Hamilton County's issuance of bonds or entering into a lease either of which may be payable from allocated property tax proceeds arising from the 96th Street-U.S. 421 Economic Development Area and the 96th Street-U.S. 421 Allocation Area, which bonds or lease will assist with financing the design, development, construction and equipping of a Public Safety Training Facility intended to provide municipal Police & Fire Departments within Hamilton County, Indiana a facility and structures for the purpose of providing education and training resources to allow public safety officers to better protect and serve residents within the territories and districts they serve.

WHEREAS, the City of Carmel, Indiana (the "City") is a municipal corporation and political subdivision of the State of Indiana and the Common Council (the "Council") serves as the legislative body of the City;

WHEREAS, the Hamilton County Redevelopment Commission (the "Commission"), the governing body of the Hamilton County Redevelopment District (the "District") of Hamilton County, Indiana (the "County"), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission, pursuant to declaratory resolutions adopted February 25, 2000 and confirmed by the Commission on October 5, 2000, created and established the 96th Street-U.S. 421 Economic Development Area and the 96th Street-U.S. 421 Allocation Area therein (the "Allocation Area") for purposes of the allocation and distribution of property taxes under Indiana Code 36-7-14-39; and

 WHEREAS, effective June 27, 2010, the City annexed an area of land within an unincorporated area of the County into the incorporated boundaries of the City which land included all of the Allocation Area previously established by the Commission (the "City Annexation");

WHEREAS, the County, by and through the Hamilton County, Indiana Public Building Corporation ("Building Corporation"), the Commission, or the Hamilton County Redevelopment Authority ("Authority"), desires to authorize the issuance of Lease Rental Revenue Bonds, Series 2024B (Public Safety Training Facility Project), for the purpose of, among other things, financing all or a portion of the design, development, construction and equipping of a Public Safety Training

Facility to be located within the County (the "Public Safety Training Facility Project"); and

WHEREAS, the County and Commission desire to utilize tax increment revenues from the Allocation Area (the "Pledged 96th-421 TIF Revenues") to the payment of debt service on bonds (the "Bonds") or to lease rental payments arising under a lease agreement (the "Lease"), utilized for financing the Public Safety Training Facility Project; and

WHEREAS, as a result of the City Annexation, Indiana Code 36-7-14-3.5 prohibits the Commission from issuing bonds or entering into leases that are payable from allocated property tax proceeds from the part of an allocation area annexed or included in such annexation unless the legislative body of the applicable municipality adopts an ordinance approving the issuance of the bonds or the entering of a lease and the use of allocated property tax proceeds from such allocation area.

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

Section 1. <u>Approval of Lease or Bonds; Consent to Use of 96th-421 TIF Revenues.</u> The Common Council hereby approves the Bonds or Lease required by the County, the Building Corporation, the Authority or Commission for financing the Public Safety Training Facility Project, and (ii) the Commission's use of the Pledged 96th-421 TIF Revenues arising from the Allocation Area to the payment of debt service on the Bonds or to lease rentals payable under the Lease.

Section 2. <u>Severability</u>. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section; paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 3. <u>Repeal of Conflicting Provisions</u>. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 4. <u>Effective Date</u>. This ordinance shall be in full force and effect immediately upon its adoption in accordance with the procedures required by applicable law.

* * * * * * *

And and Company Description	A lana A ann Mina Danai lana
Anthony Green, President	Adam Aasen, Vice-President
Jeff Worrell	Teresa Ayers
Anita Joshi	Shannon Minnaar
Ryan Locke	Matt Snyder
Ryan Locke	Man Shydei
Rich Taylor	
ATTEST:	
Jacob Quinn, Clerk	
Presented by me to the Mayor of that o'clockm.	ne City of Carmel, Indiana this day of
	Jacob Quinn, Clerk
Approved by me, Mayor of the Ci	ty of Carmel, Indiana, this day of, 2

ORDINANCE NO. Z-692-24 1 2 3 FRANK HAWKINS ADDITION LOT 1 4 Synopsis - This Ordinance is to Modify or Terminate the Commitments recorded on 220 2nd 5 6 Street SW in Frank Hawkins Addition Lot 1. 7 8 WHEREAS, Pursuant to Indiana Code 36-7-4, the Common Council has lawfully adopted 9 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 10 Ordinance ("UDO") has been codified in Chapter 10 of the Carmel City Code; and 11 12 WHEREAS, Pursuant to Indiana Code 36-7-4-602, the Common Council is authorized to 13 14 amend the Map that is part of the Unified Development Ordinance; and 15 16 WHEREAS, The Carmel Advisory Plan Commission gave a favorable recommendation Tuesday, December 21, 2021, to Docket Number PZ-2021-00134 (the "Application") regarding 17 the re-zoning of the lot described, the legal description of which is contained in the attached Exhibit 18 A which is incorporated herein by this reference (the "Real Property"); and 19 20 WHEREAS, on or about March 7, 2022, the Common Council passed Ordinance No. Z-21 673-22 which granted the Application and changed the Real Property zoning from R-2 Residential 22 23 to B-2 Business, subject to certain commitments made by Tomahawk Holding, LLC's 24 ("Tomahawk") pursuant to Re-Zone Application Commitments (the "Commitments"), attached 25 hereto as Exhibit B; and 26 27 WHEREAS, pursuant to Indiana Code 36-7-4-1015(b)(5)(B), commitments made as part 28 of an application for a re-zone may be modified or terminated by the Common Council; and 29 30 WHEREAS, the Common Council now wishes to modify and terminate certain 31 commitments made by Tomahawk under the Re-Zone Application Commitments. 32 33 NOW, THEREFORE BE IT ORDAINED by the Common Council City of Carmel, 34 Indiana that: 35 Paragraphs 2, 3, 4, 5, and 6 of the Re-Zone Application Commitments are hereby 36 1. 37 terminated immediately. 38 39 All prior Ordinances thereof inconsistent with any provision of this Ordinance are 2. 40 hereby repealed. 41 42 3. A copy of this Ordinance shall be recorded in the Office of the Recorder of 43 Hamilton County, Indiana by the Director of the Carmel Department of Community Services upon 44 passage. 45 This Ordinance shall be in full force and effect from and after its passage and 46 4. signing by the Mayor.

	COMMON COUNCIL FO	OR THE CITY OF CARMEL
Anth	ony Green, President	Adam Aasen, Vice-President
leff V	Worrell	Teresa Ayers
3011 V	VOITOII	161654 719615
Shan	non Minnaar	Ryan Locke
Silain		Tty un Zoone
Mattl	new Snyder	Rich Taylor
	· · · y	
${\mathrm{Dr}\ \Delta}$	nita Joshi	
ח. ה	ilita Josiii	
	nam.	
ATTI	EST:	
	0 ' 01 1	
Jacob	Quinn, Clerk	
Jacob	Quinn, Clerk	
	ented by me to the Mayor of the Ci	ty of Carmel, Indiana this day of
		· ·
	ented by me to the Mayor of the Ci, 2024, at	M.
	ented by me to the Mayor of the Ci, 2024, at	· ·
	ented by me to the Mayor of the Ci, 2024, at	M.
Prese	ented by me to the Mayor of the Ci, 2024, at	.M. cob Quinn, Clerk Carmel, Indiana this day of
Prese	ented by me to the Mayor of the Ci, 2024, at	.M. cob Quinn, Clerk Carmel, Indiana this day of
Prese	ented by me to the Mayor of the Ci, 2024, at	.M. cob Quinn, Clerk Carmel, Indiana this day of
Prese	oved by me, Mayor of the City of, 2024, at	.M. cob Quinn, Clerk Carmel, Indiana this day of
Appr	oved by me, Mayor of the Cignor of the Cignor of the Cignor of the City of Signor of S	M. cob Quinn, Clerk Carmel, Indiana this day ofM.
Prese	oved by me, Mayor of the Cignor of the Cignor of the Cignor of the City of Signor of S	M. cob Quinn, Clerk Carmel, Indiana this day ofM.
Appr ATTI	oved by me, Mayor of the Cignor of the Cignor of the Cignor of the City of Signor of S	M. cob Quinn, Clerk Carmel, Indiana this day ofM.
Appr ATTI	oved by me, Mayor of the City of, 2024, at	M. cob Quinn, Clerk Carmel, Indiana this day ofM.
Appr ATTI Jacob	oved by me, Mayor of the City of , 2024, at	M. cob Quinn, Clerk Carmel, Indiana this day ofM.
Appr ATTI	oved by me, Mayor of the City of, 2024, at	M. cob Quinn, Clerk Carmel, Indiana this day ofM.

EXHIBIT "A"

The East Half of the following described real estate: Part of the East Half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, beginning 560.44 feet South and 468 feet East of the Northwest corner of said East Half; thence South 132 feet; West 132 feet; North 132 feet; and East 132 feet to the place of beginning, being Lots I and 2 in Frank M. Hawkins Addition to the City of Carmel. ALSO a vacated alley 25 feet East of and adjacent to said property as set out in Vacation of Public Way recorded April 22, 1994 as Instrument Number 9419040, EXCEPT that portion of the land conveyed to City of Carmel, Indiana in Warranty Deed recorded January 18, 2018 as Document No. 2018002345.

153 EXHIBIT "B"

2022020236 MISC \$25.00 04/21/2022 02:07:03PM 5 PGS Jennifer Hayden Hamilton County Recorder IN Recorded as Presented

AMM

Cross Reference to Deed: 2019-59216

RE-ZONE APPLICATION COMMITMENTS

Tomahawk Holding, LLC, Owner of the Real Estate located at 220 2nd Street SW in Frank Hawkins Addition Lot #1 ("Property") the legal description of which is attached hereto as Exhibit A and doing business as The GOAT, in consideration of the approval of its Re-Zone Application for the Property from R-2 to B-2 commits as follows:

- 1. The Owner agrees to expand and reconfigure the building from which the GOAT was operating its tavern business at the Property in the manner substantially set forth in the plans and drawings submitted to the Carmel Common Council ("Council") by architect Dan Moriarity (the "Expansion"). Prior to commencing the structural modifications to the existing facilities and site, the Owner shall submit a Development Plan and Architectural Design, Lighting, Landscaping, and Signage ("ADLS") application to the Department of Community Services (the "DOCS") for Carmel Plan Commission review and approval, and shall further obtain all necessary permits (i.e., building permit, stormwater permit), as well as any required variances from the Carmel Board of Zoning Appeals. The Owner shall further comply with any applicable provisions of the Carmel Unified Development Ordinance, as amended, which is incorporated herein by this reference. The Owner commits to not resume any business operations whatsoever at the Property until the Expansion has been fully constructed and a Certificate of Occupancy is issued by DOCS.
- 2. The Owner agrees to end outside and pergola patio food and bar services at 7:00 p.m. daily and close exterior doors and windows, including all garage doors and windows between the

interior seating area and the pergola patio area, so that only interior service will occur after that time, and to remove outside patrons from the outdoor and pergola patio seating area by 7:45 p.m. The Director of the Carmel Department of Community Services (the "Director") and the Owner agree to periodically review outside and pergola patio food and bar services to determine whether the outside service area needs to be enclosed with permanent glass windows. If it is determined by the Director in writing, in his sole discretion, that the outside or pergola patio service area has become a nuisance based on substantiated complaints or is otherwise in violation of these commitments, Owner agrees to immediately discontinue the use of the outdoor and pergola patio service area until such time as it is fully enclosed with permanent glass windows. The Owner may file with the Council a written request for review and reconsideration of the Director's written decision within 10 days of said decision setting forth in detail the facts supporting the Owner's request for reconsideration. The request shall, if reasonably possible, be heard by the Council within 30 days from the date of filing. The Owner agrees to comply with the Director's decision during such period of reconsideration.

- 3. The Owner agrees to establish and maintain a "neighbor hot-line" phone line for neighbors' concerns. Owner will provide a weekly report to DOCS and the Council that includes the number of calls made to the hotline, along with a summary of each call, during the first 3 months of the Property's operation.
- The Owner agrees to refrain from "grab and go" service and require patrons to consume purchased alcohol on the Property.
- 5. The Owner commits to end alcohol service at 11:30 p.m. Sunday through Thursday and 12:30 a.m. on Friday, Saturday and holidays and close the physical facility 30 minutes thereafter. The Owner agrees to end alcohol service and close the business earlier if a

majority of other restaurants with alcohol service located within a 2-block radius of the Property adopt earlier closing hours than those provided in this paragraph.

- 6. The Owner commits to use no outdoor speakers.
- 7. These Commitments shall be in effect until they are modified or terminated. These Commitments shall only be modified or terminated by the procedure prescribed in Indiana Code § 36-7-4-1015(b)(5) or as prescribed herein.
- 8. These Commitments are binding upon the Owner and the Owner's successors, assigns and grantees with respect to the portion of the Property owned by such successor, assign and grantee and during such successor's, assign's and grantee's ownership, unless modified or terminated by the City Council pursuant to the requirements herein; however, these Commitments shall terminate as to any part or parts of the Property for which the zoning district or classification is later changed.
- 9. The Director shall record these Commitments and any modifications thereof with the Recorder Office of Hamilton County, Indiana and shall provide a copy of the recorded Commitments to the Owner. Owner agrees to reimburse DOCS for the fees charged by the Office of the Hamilton County Recorder to record these Commitments and any subsequent modifications.

The foregoing commitments are made this 9th day of March 2022.

D/B/A THE GOAT	
DocuSigned by:	
By: Levin paul	
Kevin Paul, managing member	

TOMAHAWK HOLDING, LLC

One Civic Square Carmel, IN 46032

STATE OF Indiana	<u>,</u>)		
STATE OF Indiana.	<u>1</u>) ss:		
Before me, the undersigned Nevil Faul dba The GOAT, who acknow on behalf of said Tomahawk	, t ledged executing the for	the Managing Member o regoing Re-Zone Applic	f Tomahawk Holding, LLC
Witness my hand and Notaria	al Seal this <u>M</u> day of	March, 21	22
My Commission No./Expira	yion: 12-15-2029	Notary Public	73/
My County of Residence:	STARY POLLY	Printed HARMEVER	Harmeyer
After recording return to: City of Carmel	SEAL Ham * Commission My Commission	lic, State of Indiana ilton County Number NP0737982 mission Expires aber 15, 2029	

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jon Oberlander, Esq.

Instrument prepared by: Jon Oberlander, Esq., Interim Corporation Counsel, City of Carmel, 1 Civic Square, Carmel, IN 46032.

EXHIBIT A

The East Half of the following described real estate: Part of the East Half of the Southeast Quarter of Section 25, Township 18 North, Range 3 East, beginning 560.44 feet South and 468 feet East of the Northwest corner of said East Half; thence South 132 feet; West 132 feet; North 132 feet; and East 132 feet to the place of beginning, being Lots 1 and 2in Frank M. Hawkins Addition to the City of Carnel. ALSO a vacated alley 25 feet East of and adjacent to said property as set out in Vacation of Public Way recorded April 22,1994 as Instrument Number 9419040, EXCEPT that portion of the land conveyed to City of Carmel, Indiana in Warranty Deed recorded January 18, 2018 as Document No. 2018002345.